

2009 – 2010

Agreement

Between

Board of Education

Douglas County School District RE-1

and

Local 1737

Amalgamated Transit Union

(2009 – 2010 Revisions in Plum)

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I. GENERAL PROVISIONS

A. PREAMBLE.

This Contract/Agreement is made and entered into by and between Local 1737 Amalgamated Transit Union, hereinafter referred to as the “Union” or the “ATU,” and the Board of Education of the Douglas County School District RE-1, hereinafter referred to as the “District” or the “Board.” The Douglas County School District assists parents in fulfilling their responsibilities by providing a quality education program to the students of the District. The employees covered by this Agreement support that mission by providing important transportation services in support of the attainment of the District’s overall goals.

B. MANAGEMENT RIGHTS and DISCIPLINE

1. The Union recognizes that the management of the business, including the right to direct the work force, to prescribe, effectuate and change service and work schedules consistent with and not contrary to any specific provisions contained in this Agreement, to plan and control District operations, to introduce new or improved facilities or operating methods, to relieve employees from duty because of lack of available work or for other legitimate reasons, to transfer them, to determine the minimum qualifications of experience, health and physical and mental fitness for any job covered by this Agreement, and to appraise the qualifications of any individual therefore, is vested exclusively in the District; subject however, to the seniority rules and grievance procedure hereinafter set forth as concerns any employee to whom this Agreement is applicable and who may be relieved from duty or transferred or whose qualifications may be questioned.
2. The District shall have the right to require appropriate medical examinations from time-to-time by doctors selected by the District in order to maintain adequate and safe standards of service to the public and to minimize employee accidents, provided that any employee to whom this Agreement is applicable and who may be adversely affected in his/her position or earnings as a result of an adverse medical report by the District doctor, shall have the right to present as a grievance for action in accordance with the grievance procedure hereinafter set forth in **Article I, Section N**, the question of his/her physical or mental fitness.
3. The Union further recognizes that the power of discipline is vested exclusively in the District and it will not attempt to interfere with

or limit the District in the discharge or discipline of its employees for just cause, subject however, to the right of any employee to whom this Agreement is applicable and who may be discharged or disciplined, to present as a grievance for action in accordance with the grievance procedure as set forth in **Article I, Section N**, the question whether he/she has been discharged or disciplined for just cause, but neither:

- a. The appointment, promotion, demotion, discharge or discipline by the District or any individual to or in any official, supervisory or other classification excluded from the collective bargaining unit of employees to which this Agreement is applicable, nor
 - b. The retention in service, discharge or suspension by the District of a probationary or temporary employee as defined in Subsection c) below, shall present a grievance hereunder or be subject to the provisions of this Agreement, the District's actions in relation to this matter shall be final, nor shall any other discipline be imposed upon a probationary or temporary employee presenting a grievance under this Agreement or be subject to the provisions in this Agreement unless it is claimed that the discipline thus imposed violates any other provision of this Agreement.
 - c. For the purpose of this Agreement, a probationary employee is an employee who has not completed either sixty (60) working days or ninety (90) calendar days, whichever is less, since the first day of work. A probationary employee may be terminated by the District for any reason that the District, in its judgement, deems sufficient.
4. The Union covenants that its members shall render faithful service in their respective positions and will cooperate with the management in the efficient operation of the business and in fostering friendly relations between the District and the general public, and that they will be courteous to passengers and to others with whom they come into official contact. Representatives may accompany employees in non-disciplinary meetings with management as observers, providing representatives can arrive in a timely manner. In the event an ATU representative is not available, the employee may select an available alternative witness.

5. Suspension means a total cessation of work and pay for the calendar day(s) specified. An employee who is suspended will not be permitted to return to work until all suspension time has been served. The days of suspension will be consecutive unless interrupted by assigned day(s) off or otherwise specified in an agreement between the Union and Management. Suspensions shall not deprive employees of holiday pay for which they are otherwise qualified.
6. Warning slips may remain in an employee's file, but shall not be considered after twelve (12) months for the purpose of progressive discipline except in cases of gross negligence or misconduct. In cases of gross negligence or misconduct, warning slips may remain in the file and may be used in an employee's evaluation. The employer shall meet with the employee and notify the employee in writing before any disciplinary action(s) is/are placed in the employee's file.
7. Employees shall cooperate with Management upon call in all matters of mutual interest, but no employee to whom this agreement is applicable shall be called before an official in connection with the investigation of a matter which may involve his/her discharge, suspension or other discipline unless so informed of the issue within ten(10) work days after the supervisor knew or should have known of the matter, Monday through Friday, except holidays.
8. If, after discussion with the employee it is evident that disciplinary action is indicated, the employee will be informed of his/her right to Union representation before finalization of the disciplinary action. It is understood that the employee has the right to waive Union representation if he/she so desires.
9. In the case of a complaint against an employee, the supervisor shall work with the employee to address the concerns about the employee's performance. The goal is to maintain professional relationships and support employee performance, while remaining responsive to students and the community. Complaints by an individual other than the evaluator shall not be used as the basis for disciplinary action unless the following conditions have been met:
 - a. The evaluator shall reduce the complaint to writing and paraphrase the issues as specifically as possible. If this

is impossible, the employee will be informed verbally of the allegation.

- b. The employee will be informed of the complaint within the (10) work days after the supervisor knew or should have known of the matter, Monday through Friday, except holidays.
- c. An employee may make a written response, which shall be attached to and become part of the original complaint.
- d. The District shall investigate the complaint to determine that the complaint is inconclusive, valid, or invalid. The investigator shall provide the employee with written record of his/her determination in a timely manner.

Any investigation of employee conduct, which is invalid or inconclusive as to employee fault, will not be the basis of a negative rating in the employee's evaluation.

- 10. The District and the Union agree that the principles of progressive discipline should apply in the Transportation Department to ensure a fair application of rules of behavior and standards of conduct. Consistent with the principles of progressive discipline outlined here, serious offenses may result in immediate termination without the need for successive or multiple infractions. Similarly, some offenses may be sufficiently grave to warrant written warning or suspension, even on a first offense.

The District will take sufficient time to communicate work expectations to new employees and review updated information with employees annually or as necessary. In the interest of preventing workplace problems, the District will communicate through in-service meetings, memos and training sessions. The District will provide training in the areas of progressive discipline and internal investigations on an annual basis to Transportation Managers.

- a. Step One-Official Discussion. When informal conversations fail to improve poor work performance, absenteeism, or violation of work rules, the supervisor and the employee will talk in private to discuss the offense. The employee will be warned that any further infractions will lead to more serious disciplinary measures. The supervisor may keep a record of this meeting in his/her personal records only.

- b. Step Two-Letter of Warning. If the employee is made aware of a problem in an official discussion, but the problem continues, the supervisor will prepare a written letter of warning. The employee and the supervisor will meet to discuss the letter. The employee will sign the original letter to acknowledge receiving a copy of the letter. The employee will be warned that any future misconduct may result in additional disciplinary action(s) up to and including suspension and/or termination from work. The signed copy of letter will be placed in the employee's official file and will remain there for one (1) year. If no further infractions occur within one (1) year from the date of the letter, the letter will be removed from the file.
- c. Step Three-Suspension of Up to Five (5) Working Days. When Steps One and Two fail to correct the problem, the supervisor will discuss the misconduct with the employee and advise the employee that he/she is being suspended without pay for a specified number of work days, not to exceed five (5) days. The employee will be given the date(s) of suspension, told the specified date to return to work, and will be informed that any future misconduct may result in further suspension or termination.
- d. Step Four- Recommended Termination. If additional misconduct occurs, the employee may be recommended for termination.

C. UNION RECOGNITION and SECURITY

The District recognizes the Union during the existence of this Agreement as a collective bargaining agency for all present and future employees of the District who are within job classifications set forth in **Article IV, Section A** of this Agreement.

The Union will not include or retain in its membership any employee who is appointed to a permanent position conferring the power of discipline in the way of hiring, suspending or discharging employees under them, or any employee who, by promotion or otherwise, comes within a job classification not set forth in **Article IV, Section A** of this Agreement, provided that if any such exempted employee is demoted to or reclassified into a job classification set forth in **Article IV, Section A** of this Agreement, the employee shall be subject to the Union security provisions

hereinafter in this Section contained on the day following the effective date of such demotion or reclassification.

D. UNION RIGHTS

1. Union Activity on District Property or Time. The duly accredited officials of the union shall have free access at all reasonable times to District property for the purpose of conducting the proper business of the Union with District officials and of dealing with members and non-members who may be off-duty. Such Union officials shall be permitted to post notices on the Union bulletin boards and distribute Union materials to the employee mailboxes at the terminals.
2. Union Orientation/Recruitment. Before completion of new employee training, the Union shall be allowed a scheduled time period of one-half (½) hour. The purpose of this time is to provide orientation information about the Union, including the national ATU organization, the Local Union, Union Benefits, Union Dues, the Union/District Relationship, and to answer questions.
3. Union Leave Reimbursement. The purpose of Union Leave Reimbursement (ULR) is to permit Union officials and/or members to perform approved work for the benefit of the Union/bargaining unit. Upon completion of the approved work, the District will pay the approved employee for the hours worked. The union will in turn reimburse the District at the employee's hourly rate, plus the percentage of deductions attached to that rate, including federal income tax, MediCare, Colorado state income tax and PERA (involuntary deductions).
Union Leave Reimbursement approval is granted by the local Union President or in the President's absence, by the Vice President or the Financial/Secretary. All requests for ULR shall be submitted on the approved form, including all appropriate information and signatures.
4. Notice to Employees. The District will provide the Union President a copy of each "blanket" memo directed to bargaining unit employees or a group of bargaining unit employees.

E. LABOR DISTURBANCE/DISPUTES

The Union and the Board subscribe to the principle that any and all differences between the parties should be resolved by peaceful means without interruption of the District's operations or the employees' job

status and income. Accordingly, the parties agree and it is understood to be a condition of employment, that for every employee to whom this Agreement is applicable:

1. There shall be no lockouts, strikes, walkouts or interference with, or interruption of service during the period of this Agreement; and
2. Any alleged grievance of any individual employee, which may arise hereunder, shall be subject exclusively to, and dealt with under the grievance/arbitration procedure set forth in **Article I, Section N.**

F. UNION BULLETIN BOARDS

The District will provide bulletin board space (one in each unit work area at each location) for the Union at proper locations. No material shall be posted thereon except notices of meetings and elections, results of elections, changes in the governing laws of the Union, notices of social occasions of employees and similar Union notices, letters and memoranda, and same shall be signed by an officer of the Union. Each bulletin board may be 30" x 24," more or less.

G. DUES DEDUCTION

The District agrees to deduct monthly dues and assessments for ten (10) months, September through June required of Bargaining Unit employees who choose to authorize such a deduction, from the monthly pay of each Bargaining Unit employee who signs a dues deduction authorization form acceptable to the District and the Union. This deduction will occur for every month, September through June, that the employee has pay sufficient to cover the deduction, after satisfying all other legal obligations. The Union must submit the signed dues deduction authorization form to the District by the first of the month to be effective for that month's payroll. The Union may adjust the amount of the monthly dues deduction no more than once in any twelve (12) month period. Union dues must be equal for every member of a category of employees. Beginning September 2005, the Union will be charged a fee of \$0.05 cents per transaction to compensate the District for this service. The District will bill the Union June 30 of each year. The District will not be required to deduct for a political action committee. The District will deliver the sums so deducted to the Union within ten (10) days of the payroll processing date by mailing or delivering the payment to the Financial Secretary Treasurer of the Union as may be identified to the District from time to time by the Union.

Any dues deduction authorization form must indicate and confirm the employee's right to cancel the authorization annually by submitting a request to cancel to the Transportation Payroll Specialist (Authorization cancellation forms may be obtained from the Transportation Payroll Specialist) during the period September 1 through September 15 on a form mutually agreeable to the District and the Union. The Transportation Payroll Specialist will provide the District Payroll Department the original of any request to cancel dues deduction. The Transportation Payroll Specialist will keep a copy of the cancellation of dues request form and forward a copy to the Union Financial Secretary.

The Union agrees to hold the District harmless and to indemnify the District from any and all liability, claims, demands and costs (including attorney fees and costs actually incurred) arising as a result of this Section.

The District agrees to notify the Union in writing at the time of any inquiry or claim made pursuant to this Article. The District further agrees to work and cooperate with the Union's attorney(s) as pertains to this Section.

H. NON-DISCRIMINATION

1. Discrimination Prohibited. Neither the Union nor the District shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, religion, color, national origin, disability, age or sex.
2. Union Membership or Activity. The Union recognizes its responsibility as the bargaining agent and agrees to fairly represent all employees in the Bargaining Unit. Neither the District nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

I. TERM OF AGREEMENT

This Contract shall be in full force and effect from July 1, 2006 through June 30, 2009. Either party may request reopening of Salaries, Insurance Contributions, and Negotiation of up to six (6) additional items for each fiscal year during the term of this Agreement by providing a written notice to the other of request for reopening on or before December 31 immediately prior to the fiscal year in question.

J. AGREEMENT, EXECUTION and COPIES

This Agreement shall be executed in triplicate, each of which so executed shall be deemed an original, and a triplicate original shall thereupon be deposited with the District, with the Union, and with the International. In due course, the District will print copies and distribute them to Union officials and to each employee in the Bargaining Unit, whether employed at the time of the execution of this Agreement or thereafter. The cost for printing thirty books shall be shared mutually. The Union will pay for the remainder of the books.

K. NEGOTIATIONS PROCEDURE

1. General. The Board and the Union recognize that each has an interest in the compensation, time-off benefits and working conditions of bus operation employees. Of necessity, a variety of topics will arise related to these joint interests. Both parties reaffirm their commitment to attempting whenever possible to reach agreement with regard to those matters utilizing the processes set forth in this Article.
2. Representatives. The procedures set forth in this Article for the discussion and resolution of mutual concerns shall be carried out by the Board and the Union through representatives of their choosing.
3. Negotiations Procedures.
 - a. Commencing Negotiations.
 - (1) Salary Negotiations. Revisions to salary items, including performance pay structure, may be initiated by either party submitting a written request to the other on or before March 1.
 - (2) Other Issues. Either party may initiate negotiations on a successor agreement not later than six (6) months prior to the date this Agreement expires.
 - (3) Proposed Topics. Within two weeks of the receipt by either party of a request to initiate negotiations, the parties should meet to exchange information about the requested negotiations and identify the topics or concerns they desire to negotiate. Either prior to, or during the initial meeting, the parties will generate a written list of such concerns. The

list need not be lengthy but should serve to identify the nature of the concern prompting the request for negotiation. The parties agree to not introduce entirely new topics without mutual agreement. This does not preclude extending topics already opened as long as the extension is reasonably related to the matters under discussion.

b. **Negotiation Process.** Both parties have an interest in a negotiation process that is effective in resolving problems arising in or relating to negotiations. Toward this end, the parties agree that based on available information, the best negotiation procedure would include the steps outlined in this section. The parties may agree to alter this procedure as deemed appropriate to deal with circumstances as they arise.

(1) Both parties assure themselves that they understand the concerns and interests of the other party;

(2) The negotiating teams identify alternatives to address the identified concerns;

(3) The parties identify criteria and standards for evaluating available alternatives;

(4) The parties review and evaluate the available alternatives and identify the recommended course of action;

(5) The parties place in writing any items agreed upon for review and formal action by the transportation employees and the Board of Education.

4. **Facilitation.** The Board and the Union recognize that from time to time the negotiating teams of the parties may find it difficult to readily achieve agreement. Whenever it is deemed appropriate or beneficial to do so, the parties may engage the services of one or more experts, consultants or facilitators as they may jointly agree would benefit the process of reaching agreement on that item or items. It is specifically contemplated that the parties might engage individuals with demonstrated knowledge or expertise in a given topic under discussion, or skills and abilities in dispute resolution to serve as a facilitator to assist the parties in reaching resolution. Fees and expenses of consultants and facilitators jointly agreed upon will be shared equally by the Board and the Union.

5. Mediation. If the parties concur that agreement cannot be reached without outside intervention, impasse is considered to have occurred. In such event, the parties shall initiate facilitation provided they agree on this process and the facilitator. In the absence of such agreement, the parties shall move directly to mediation. If the parties are unable to agree on a mediator, then a mediator shall be requested through the Federal Mediation and Conciliation Service.
6. Fact-finding. In the event the parties are unable to reach agreement through negotiation, facilitation or mediation with regard to one of the topics of negotiation, then the dispute may be submitted to advisory fact-finding by either party.
 - a. Selecting Fact Finder. The Board and the Union will attempt to mutually agree upon a fact finder. If the parties are not successful in selecting a desired neutral in this fashion, either party may submit a request to the Federal Mediation and Conciliation Service for selection of a neutral or neutrals according to its then current rules. The Federal Mediation and Conciliation Service will submit identical lists of names of Five (5) persons skilled in the resolution of transportation labor disputes and who are members of the National Academy of Arbitrators to each party within seven (7) calendar days. Five (5) days after receipt of the list or lists, the parties shall convene either personally or by telephone, and shall alternately strike names until one (1) name is left. The remaining name shall be the neutral. The party striking first shall be determined by lot. The format, dates, and times of meetings will be arranged by the fact finder.
 - b. Time Limits. Whenever an issue involved in fact-finding concerns wages or benefits or has a cost impact, the parties must declare impasse and exchange final offers prior to the date that the District must adopt its preliminary budget under State law. Thereafter the timing shall be consistent with the rules and procedures of the Federal Mediation and Conciliation Service. At the commencement of negotiations, the parties will jointly determine the deadline for exchanging final offers.
 - c. Hearings. The fact finder shall convene a hearing upon at least ten (10) days written notice to both parties at which

both parties may appear to present the facts and argument with regard to those matters remaining in dispute. Hearings shall be conducted in accordance with FMCS rules, and shall be open to the public. The formal rules of evidence will not apply. The fact finder's written recommendations with reasons therefore shall be served on both parties. The parties will promptly take action with regard to the advisory report.

- d. Responsibility and Authority of the Fact Finder. The fact finder shall select as his/her recommendations either the final formal offer of the District or that of the Union on each issue remaining in dispute, unless the fact finder is persuaded that another intermediate position would be more appropriate. The fact finder shall state the reasons in support of the recommendations.

The fact finder shall consider each of the following factors:

- (1) State and federal laws that may apply;
- (2) Any stipulations of the parties;
- (3) The interest and welfare of the public;
- (4) The ability of the District to finance economic adjustments and the effect of such adjustments on the normal existing standard of public services provided by the District;
- (5) A comparison of the wages, compensation, hours and working conditions of persons performing similar services, and also with other employees in public and private employment in comparable situations;
- (6) Economic factors including the general level of wage increases in public and private employment;
- (7) The goal of providing excellence in the transportation component of the District's educational services; and
- (8) The responsibility and skill level of the job.

- e. **Fees and Expenses of Fact-finding.** All fees and expenses of fact-finding proceedings shall be shared equally by the Board and the Union. If either party requests to have a transcript of the hearing prepared, that party shall be responsible for the cost of said transcript and shall furnish a copy to the fact finder. The other party shall be responsible for the cost of its copy of the transcript, should it desire one.
7. **Tentative Agreements.** It is understood and agreed that all tentative agreements reached by the parties' representatives (or resulting from mediation or fact-finding) are subject to formal ratification by the Union membership prior to presentation to the Board, and that subsequent formal ratification by the Board shall constitute the conclusion of negotiation activities. If approved by both the Union membership and the Board, those tentative agreements will constitute a Master Collective Bargaining Agreement between the Board and the Union.
8. **Negotiating in Good Faith.** The term "negotiate in good faith," shall mean the mutual obligation to meet at reasonable times and places with the willingness to examine the other party's concerns and points of view on any matter which is a topic of negotiations, however, neither party shall thereby be compelled to agree to a specific proposal nor to make a concession.

L. **ENTIRE AGREEMENT**

The District and the Union acknowledge that during the negotiations which resulted in this Agreement, each had an opportunity to raise issues and propose solutions with respect to any subject matter within the area of collective bargaining. The understandings and agreements arrived at by the parties are set forth in this Agreement. There are no agreements or understandings between the parties not set forth in this Agreement. For the duration of this Agreement, both the District and the Union agree that the other shall not be obligated to collectively bargain with respect to any matter, whether covered by this Agreement or not, except that either party may initiate negotiations concerning the impact on a class or group of employees in the bargaining unit arising because of unforeseen legislation or an unanticipated economic crisis. This Agreement may be amended during its term by the parties only by mutual agreement in writing and ratification, or in accordance with the provisions set forth in **Article I, Section K- Negotiations, and Article I, Section I.-Term of Agreement.**

M. PAST PRACTICE

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein.

N. GRIEVANCE PROCEDURE

1. Purpose. Good employee morale is maintained as problems arise in the workplace by sincere efforts of all persons involved to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this grievance procedure is to secure, at the lowest administrative level, equitable and appropriate solutions to the workplace problems that may arise from time-to-time.

2. Definitions.

a. Grievance. A “grievance” shall mean a complaint by an employee covered by this Agreement, or the Union making a claim on behalf of two or more covered employees, alleging there has been a violation of the provisions of this Agreement or that the employee has been treated in a manner which is contrary to established District policy related to employee rights or benefits or any procedure or process available to employees, or an allegation that one or more employees have been treated unequally.

b. Day. For purposes of the grievance procedure, the term “day” will not include Saturday, Sunday, or a holiday.

3. Procedure. A grievance as defined above, shall be resolved using the following process:

a. Step 1. The Employee shall personally and informally present the grievance to his/her immediate supervisor within seven (7) days after the employee knew or should have known about the circumstances being grieved. Otherwise, the grievance shall not be considered. In presenting such grievance, the Employee may be accompanied by a duly accredited representative of the Union if he/she so desires. If such grievance is presented in time and is not adjusted to the Employee’s satisfaction

within seven (7) days thereafter, the employee may proceed to Step 2 of the grievance procedure.

- b. Step 2. An Employee dissatisfied with the resolution at Step 1 may present his/her grievance in writing on the approved grievance form, ~~either individually or through to~~ a duly accredited representative of the Union, ~~and~~ to the Director of Transportation or designee, within seven (7) days after the District official at Step 1 has acted or should have acted. When received, the Director of Transportation or designee shall have seven (7) days to schedule and conduct the second step hearing. If the grievance is not resolved to the Employee's satisfaction within seven (7) days after the hearing, the employee may proceed to Step 3 of the grievance procedure.
- c. Step 3. ~~The Employee or If the Union is~~ dissatisfied with the resolution of the grievance at Step 2, ~~the Union~~ may appeal to the Director of Human Resources by filing a written appeal on an approved Grievance form, ~~individually or through a duly accredited representative of the Union~~ ~~and~~ within seven (7) days after the District official at Step 2 has acted or should have acted, a complaint in writing, setting forth the alleged grievance and stating the action of the District official being grieved. The Director of Human Resources or his/her designee shall schedule the case for a hearing at a specified place, date and time not more than seven (7) days thereafter, giving reasonable notice to the Employee and/or his/her representative. The Director or designee shall render a decision on the grievance in writing within seven (7) days after the closing of the hearing and mail or deliver copies thereof to the Employee and to the President of the Union. The third step of the grievance procedure will be held either during working hours or immediately preceding or immediately following the Employee's run or shift. Every effort will be made to schedule the processing of grievances during the non-working time of the Employee(s) involved. If held during working hours, the District will pay the Employee and the employee's Union representative for the time involved in the grievance hearing.
- d. Step 4. If the decision of the Director of Human Resources is not satisfactory and if the dispute alleges a violation of this Agreement or District policy, then the dispute may be

referred to arbitration by the Union by delivering a notice of intent to arbitrate to the Director of Human Resources within seven (7) days of the Union's receipt of the decision at Step 3. Only the Union shall invoke arbitration and, if it does not, the dispute shall be resolved according to the last answer in the grievance procedure. The matter may be submitted to regular or expedited arbitration or mediation. Expedited arbitration or mediation must be by mutual consent of the Director of Human Resources and the Union.

- e. **Advisory Arbitration.** Advisory arbitration will be conducted in accordance with the arbitration policies and procedures of the Federal Mediation and Conciliation Service Office of Arbitration Services, except as otherwise provided in this agreement or by mutual agreement of the parties. Whenever the Union has served a written request for arbitration under the provisions of this article, the parties will promptly confer and attempt to prepare a joint request for an arbitration list or panel to be submitted to the FMCS. At that time, the parties may consider any special qualifications or requirements of the arbitrator for the given dispute. In the absence of agreement, either party may request a list of arbitrators from the FMCS. The method for selecting an arbitrator from an FMCS list will be by alternately striking names from the list until one remains; that individual will serve as the arbitrator. The party to strike first shall be determined by the flip of a coin. Upon appointment, an arbitrator shall promptly schedule and give notice of a hearing, with at least two (2) weeks notice to both sides. The conduct of the arbitration shall be determined by the arbitrator in accordance with the FMCS rules.

Within thirty (30) days of the closing of the hearing, the arbitrator will issue his/her decision by mailing or serving a copy of the decision on the District and the Union. The decision shall be advisory on both parties. The District and the Union will promptly consider the grievance and the arbitrator's recommended solution and inform the other side whether it will implement the recommendation.

- f. **Expedited Arbitration.** To invoke expedited arbitration or mediation, the Union must serve written notice upon the District within seven (7) working days of the decision of the Director of Human Resources stating its desire to

invoke the expedited arbitration procedure. The Director of Human Resources will promptly confer with the Union President. Upon mutual agreement to use the expedited arbitration process, the parties will promptly schedule the matter for determination in accordance with this process. All time limits concerning expedited arbitration may be changed or modified in a particular case by the express mutual agreement of the parties.

- (1) The District and the Union will maintain a list of mutually acceptable arbitrators who may be contacted directly for the expedited arbitration or mediation. Should this not have been done or should no arbitrator on the list be available, and should the parties be unable to agree upon an arbitrator within 24-hours, they shall promptly submit a joint request for an arbitration panel indicating a request for expedited arbitration to the Federal Mediation and Conciliation Service. Expedited arbitration will be conducted in accordance with then-current rules adopted by the FMCS.
 - (2) The recommendation of the arbitrator shall issue forthwith and in no event, later than seven (7) days after the conclusion of the hearing. The arbitrator's recommendation shall be promptly referred to the Board of Education and the Union for consideration. The parties will meet within forty-eight (48) hours of Board action to consider whether resolution of the grievance is possible in light of the arbitrator's recommendation.
- g. Mediation. The parties may mutually agree to mediate a grievance that is otherwise filed within the time line under this procedure. Once a grievance reaches Step 3, the parties may agree to mediate the issue(s). In the event mediation is used, Step 4 of the grievance procedure will be held in abeyance for a period of sixty (60) days to permit mediation to occur. In the event mediation is not successful in resolving the dispute, the District will render a response that will have the effect of a Step 3 answer. Thereupon, the grievance may proceed in accordance with the requirements of this Agreement. The Union and the Director of Human Resources will determine the format

and timetable of mediation, including the process for selection of a mediator, by mutual agreement. The expenses of the mediator will be shared jointly by the parties.

4. General Provisions.

- a. The arbitrator will act in a judicial, not legislative capacity, and shall have no right to recommend, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue(s) submitted and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator/mediator shall be without power to make a decision contrary to or inconsistent with, or to modify in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning, application, and the express terms of this Agreement or Board Policy to the facts of the grievance presented.
- b. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if agreed by the parties, shall be divided equally between the District and the Union, provided however, that each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript.

5. Representation. Nothing in this Agreement prevents an Employee from presenting a written grievance to the District and having the grievance heard and settled without the intervention of the Union, provided that any settlement made shall not be inconsistent with the terms of this Agreement. The District shall provide the Union a copy of any such written grievance settlement.

6. Grievance Forms.

- a. A Grievance must be filed in writing on a form approved by both the Union and the District. The form shall provide the following information:

- (1) Date of filing;

- (2) A statement of the nature of the grievance;
 - (3) The provision of this Agreement or Board Policy alleged to have been violated;
 - (4) The remedy requested;
 - (5) Signature of the aggrieved party and date;
 - (6) Waiver of Union representation (if applicable).
- b. The District response to a grievance will be recorded on a Grievance Response form approved by the Union and the District. The form will include the following information:
- (1) Date of grievance;
 - (2) Date filed or received;
 - (3) Date of hearing or meeting;
 - (4) Persons present at the hearing;
 - (5) Decision of the hearing official;
 - (6) Signature of the hearing official;
 - (7) Persons receiving copies of the decision.
7. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties. Such an agreement must be in writing.
8. The Union and the District may mutually agree to settle, compromise, dismiss or resolve any dispute, disagreement, claim, controversy or problem at any time or at any grievance step before the arbitrator issues his/her advisory decision.
9. Conflict Between Contract and Policy. Where the provisions of School District Policy and this Agreement are in conflict, the provisions of this Agreement will control.

O. SENIORITY - GENERAL PROVISIONS

1. Unit and Sub-unit Seniority. A person who works in a position will accumulate seniority for that specific position or sub-unit. Individual employees in a sub-unit are placed by seniority dependent upon the time he/she has worked in that sub-unit. The sub-unit seniority gives the individual with more time a preference for certain choices, such as: shifts, starting times, etc.

Employees covered under this agreement who have worked in more than one sub-unit will have accumulated time in each sub-unit. The combined seniority is not transferable from one sub-unit to another.

2. Non-Represented Positions. Employees appointed to positions not represented by the Union shall retain seniority in the Seniority Unit in which they have established their seniority and, in the event that the District shall demote any such employee due to reduction in staff or disqualification within six (6) months of promotion, he/she shall be entitled to such position in their Seniority Unit as his/her frozen seniority permits, provided he/she can qualify.

All voluntary demotions shall permit the employee to re-enter his/her Seniority Unit only to an open job, provided he/she can qualify. He/she cannot bump any other employee in order to return to the Unit.

3. Transfer. An employee voluntarily seeking to transfer from one Seniority Unit to another shall submit to his/her immediate Supervisor or Department Director a written request for such transfer, and the granting thereof shall be optional with the District. The seniority of an employee so voluntarily transferring shall be frozen as of the date of the transfer and he/she shall enter at the foot of the seniority list in the seniority unit to which he/she transfers.

P. TEMPORARY ASSIGNMENTS

Notwithstanding the provisions of this agreement regarding the bidding for and assignment of work, the District may temporarily assign or reassign an employee from one job to another on a temporary basis when, in the judgment of the District, circumstances require it. The District will endeavor in good faith to limit the time of temporary assignment to the

time necessary. Any such temporarily assigned employee will be paid at the rate of his/her old job or the new job, whichever is higher, for the period of the assignment. When a driver is so reassigned, the District will consider the driver's preference of available vacant routes and equipment when making a reassignment. Until the next general bid process, an employee may exercise seniority to select a route or job that may become vacant after having been reassigned.

Q. LAY-OFF

When it becomes necessary to lay-off employees, such lay-offs shall be made in the inverse order of the seniority held by such employees in their respective Seniority Units. When it becomes necessary to put additional employees to work, the employees so laid-off will be returned to service in their respective Seniority Units in the inverse order in which laid off.

If an employee's job is abandoned or his/her job is affected by lay-off, the following options are available:

1. He/she shall be permitted to exercise his/her unit seniority in bumping to any job within his/her own seniority unit for which he/she is qualified; or
2. He/she may elect lay-off status in lieu of exercising his/her bumping privilege.
3. An employee who is laid-off and has exhausted his/her bumping privileges within his/her seniority unit, shall then have the following options:
 - a. He/she may be permitted to return to any job for which he/she is qualified in any seniority unit covered by this Agreement from which he/she may have voluntarily transferred, and exercise only the seniority he/she had in that seniority unit at the time he/she was voluntarily transferred.

R. LEAVES OF ABSENCE

1. Applications. The District shall have the right to grant or deny a request for leave of absence and extensions of a leave of absence. A leave of absence shall be any excused absence from work, with or without pay and/or benefits. An application for leave (or extensions of leave) must be given to the Supervisor or Foreman prior to the employee going off duty, if practical to do so and include reasons and amount of time required. In any event,

permission must be applied for within forty-eight (48) hours thereafter, except when good cause is shown.

The District shall grant permission for leave of up to one (1) year, or the beginning of the next traditional school year when good cause is shown and when the employee is not reasonably required for the efficient operation of the system. If good cause still exists, an employee may apply for an extension for a leave up to a maximum of the next traditional school year.

An approved leave of absence shall not constitute a break in the continuous service record. Sick leave may be used prior to Family Medical Leave Act (FMLA) leave.

Leaves are generally without pay, although in some circumstances, paid leave may be allowed as set forth in this Section or other Sections of this Agreement.

2. Sick Leave.

Years -Months in District	Sick Leave Accrual
0-2 0-23 months	For every 37 hrs. worked, employee gains 1 hr. sick leave
3-4 24-59 months	For every 32 hrs. worked, employee gains 1 hr. sick leave
5-6 60 - 83 months	For every 29 hrs. worked, employee gains 1 hr. sick leave
7-8 84 - 107 months	For every 23 hrs. worked, employee gains 1 hr. sick leave
9+ 108 + months	For every 21 hrs. worked, employee gains 1 hr. sick leave

- a. Accrual. Employees covered by this Agreement, who work 11 days or more in a given month, will earn sick leave in accordance with the table set forth above, provided they worked a minimum of twenty (20) hours per week and one hundred seventy (170) days per year. Accrual for actual hours worked will be pro rated based on the table above. Employees will not earn any sick leave for hours worked in excess of 2,088 hours worked within a work year.
- b. Use. An employee may use sick leave which has been accrued and which is standing to his/her credit, to provide salary continuation during periods of temporary illness or disability of the employee or a member of his/her

immediate family. "Immediate family" includes the employee's spouse, child, or parent. Extenuating circumstances may be considered by the supervisor.

Upon advance notice to an employee, the District may require the employee to provide proof of illness, or proof of fitness to return to duty, or proof of fitness to continue to perform services. At any time, the employee may be required to be examined by a physician designated by the District, at the expense of the District.

All use of sick leave shall be reported and recorded in fifteen (15) minute increments in accordance with procedures set by the District.

- c. The attendance policy may not be changed or modified without the mutual consent of both parties.
- d. Sick Leave Bank.

The District will provide a sick leave bank to provide limited income continuation for employees who have an extended illness or disability, subject to the following conditions:

1. Eligibility. Sick leave bank benefits are only available to employees who are eligible to earn sick leave. Additionally, the employee must have been an active employee for a period of ninety (90) calendar days. After the ninety (90) calendar day probationary period, the employee will be eligible to use up to and including twenty (20) sick leave bank days. After employment of one hundred twenty (120) calendar days, the employee will be eligible to use up to and including fifty-one (51) sick leave bank days.
2. Employee Must Be Disabled. Sick leave bank benefits are only available to cover absence due to the illness and disability of the eligible employee.
3. Application and Medical Verification. Employees who have exhausted their accumulated sick and personal leave, and who are unable to work due to illness or disability may apply for sick leave bank benefits. The initial application for sick leave bank benefits will require medical

verification substantiating the illness or disability on the prescribed District form. Any application to extend sick leave bank benefits beyond the initial request will require updated medical verification of the employee's inability to return to work. Additional medical verification may be required by the District for any leave request that exceeds standards for a particular medical condition. The District reserves the right to request verification from a physician who specializes in the particular medical condition of the employee. The District may seek independent medical opinions at any time to determine the nature and extent of the employee's disability or long-term illness. All medical reports called for in this section should be submitted to the Human Resources Department or its designee.

4. Not Covered by the Bank. The first ten (10) days of any episode of illness or disability will not be covered by the sick leave bank. Rather, nine (9) days of such absence must be covered by the employee's own accumulated sick leave, personal leave, vacation, or absence without pay. At least one (1) day of this period will be without pay. Additionally, sick leave bank benefits are not available to employees who are receiving disability or worker's compensation payments.
5. Multiple Requests. Each succeeding request for sick leave bank benefits from an employee during each school year will require that the first day of leave will not be covered by the bank, but must be covered by absence without pay unless the succeeding applications are for a continuation of an illness or disability for which benefits of the bank were previously provided.
6. Maximum Benefits. An employee is eligible for a maximum of fifty-one (51) scheduled work days of sick leave bank benefits during any one (1) school year, or for any illness or disability which bridges two (2) school years. For employees who work less than a 40-hour week, the maximum benefit will be pro rated on the same basis that their normal work schedule compares to a 40-hour work week.
7. Program Administration. The District Benefits Office will administer the sick leave bank program, will determine operating guidelines and consider requests for benefits.

Decisions regarding the granting of sick leave bank benefits are final and neither subject to appeal nor to challenge through the grievance procedure set forth in this Agreement, nor the procedure in Board Policy.

8. Records. The District Benefits Office shall maintain all records and make forms, guidelines and procedures available to employees.
9. Long-Term Disability. Employees who are unable to return to work due to a long-term illness or disability, and who have exhausted their sick leave bank benefits may apply for long-term disability benefits.

~~On each September 1 for the duration of this Agreement, the Board will contribute one (1) day of sick leave to the sick leave bank for each employee then employed within the Bargaining Unit. All employees employed subsequent to September 1 shall be eligible to participate in the bank, but the Board will not contribute any additional days to the bank for those employees.~~

~~Employees covered by this Agreement may participate in the Sick Leave Bank. Benefits of the Bank will be used only for illness or disability of the eligible employee.~~

~~Eligible employees must be active for at least thirty (30) calendar days in order to be eligible for the Sick Leave Bank.~~

~~An employee will not be able to withdraw days from the Bank until the employee's own accumulated sick leave and personal leave is depleted.~~

~~A minimum of twelve (12) days of any medical or disability related absence will not be covered by the Bank but must be covered by the employee's own accumulated sick leave, vacation, or absence without pay. Sick Leave Bank benefits will not be available to employees who are receiving benefits such as disability payments, workers' compensation, etc.~~

~~After the initial request and before each succeeding request from an employee during such school year, the first day of sick leave will not be covered by the Bank but must be~~

~~covered by absence without pay unless successive applications are for a continuation of the same illness.~~

~~Initial application for Sick Leave Bank benefits will require medical certification and shall be made in writing on the form prescribed by the Benefits Department. Any application to extend Sick Leave Bank benefits beyond the initial request will require updated medical verification of an employee's inability to return to work. Such application for continuation of Sick Leave Bank benefits for the same illness will not require any days without pay.~~

~~Additional medical verification may be required for any leave request that exceeds standards for a particular medical condition. The District reserves the right to request verification from a physician who specializes in the particular medical condition.~~

~~The employee is eligible for benefits for a maximum of forty-eight (48) scheduled workdays during the school year, or for any illness or disability, which bridges two (2) school years.~~

~~The District is authorized to seek independent medical opinions at any time to determine the nature and extent of the employee's disability. The authority to grant benefits and develop guidelines rests with the District, operating through the Benefits Department.~~

~~Employees who are unable to return to work due to a chronic illness or disability and have exhausted their Sick Leave Bank benefits may apply for long-term disability benefits.~~

~~Decisions regarding the granting of the Sick Leave Bank benefit is final and not subject to appeal or the grievance procedure, whether in contract or policy.~~

~~The Benefits Department shall maintain all records and shall make forms, guidelines and procedures available to employees.~~

3. Personal Leave

- a. Employees will be allowed the hours equivalent of two (2) days of work per year with full pay to attend to matters of

an emergency or special nature not covered under other leave provisions. The hours of the second of the two personal leave days will be subtracted from sick leave. Two (2) additional personal leave days may be subtracted from the employee's sick leave balance, if necessary. If the employee does not use any personal leave days during the year, the hours equivalent to one (1) day will be added to the employees accumulated sick leave balance. All use of personal leave shall be reported and recorded in fifteen (15) minute increments in accordance with procedures set by the District.

- b. If one or both of the personal days have been used for the purpose of observance of a religious holiday when the employees religious faith requires that he/she not work on that religious holiday, or if the employee was officially summoned to appear in a legal proceeding, one (1) additional personal day shall be granted to attend to matters of an emergency or special nature. If at any time personal leave is used for purposes of court appearance or religious observance, an affidavit may be requested in order to verify the use of personal leave for those reasons. (Once an employee provides an affidavit regarding a religious observance day, it need not be resubmitted during the remaining period this provision is in effect.)
 - c. Personal leave may not be taken during the week before or during the week after a vacation or holiday unless the employee is at work on the day prior and the day immediately following the vacation or holiday.
 - d. Personal leave may not be taken for recreational or personal pleasure reasons.
4. Jury Duty Leave. Employees shall be granted leave with pay for work missed due to service on juries when officially summoned. The employee must remit all compensation for such service to the District, except compensation for mileage or other expenses separately reimbursed to the employee.
5. Court Appearance Leave
- 1. Work Related. Employees shall be granted leave with full pay for work missed due to necessary appearance as a witness or a party in any legal proceeding arising out of

employment with the District when officially subpoenaed. Employees shall remit all compensation for such service to the district except compensation for mileage or other expenses separately reimbursed.

2. **Non-Work Related.** Employees who are subpoenaed as a witness, or who are involved as a party in litigation where the employee's role in the litigation is not connected with his/her employment, may utilize personal leave provided in Section B of this Article. If additional time is needed, the employee will be granted leave without pay for work missed due to necessary court appearances. The employee may request assistance from the District through his/her supervisor, when required to attend court in excess of available personal leave. At the discretion of the District, the employee may be allowed to convert up to the equivalent of five (5) workdays of sick leave to personal leave for court appearances. The District will also explore opportunities for additional assignments, consistent with the provision of this agreement, where the employee may have an opportunity to make-up lost time.

6. **Funeral and Bereavement Leave.** Employees shall be allowed up to five (5) consecutive workdays leave of absence without loss of pay immediately following the death of any member of their immediate family. For the purpose of this policy, immediate family includes parents, grandparents, spouse, siblings, children and spouse's immediate family. Two (2) additional consecutive workdays can be granted upon request. The additional days will be deducted either from personal leave or accrued sick leave, or, if neither is sufficient, will be without pay. Pay will be computed on the basis of the average hours per day in the bid package or job.

7. **Professional Leave.**
 - a. Employees may be granted a leave with pay to attend workshops and training programs designed to promote employee growth, enhance performance, and add value to the organization. Prior approval from the supervisor is required. Requests for Professional Leave must be submitted at least ten (10) calendar days prior to the leave date.

- b. Employees requesting Professional Leave will only be eligible to receive their regular hourly rate for hours spent in training. Employees participating in Skill Blocks will only be eligible to receive the stipend amount assigned to that Skill Block. (See Appendix for details.)
- 7. Military Leave. The District will grant military leave as required for public employees by Colorado and federal statutes as they may be amended from time to time.
- 9. Family Care Leave. Family care leave may be granted for a period of up to one (1) year. Such requests need approval of the Board of Education. All family care leave is without pay.
- 10. Medical Leave. An employee may be granted unpaid medical leave for up to one (1) year after all sick leave and approved sick leave bank days have been exhausted. Medical leave shall be granted for the employee's illness only. A medical leave required for more than thirty (30) days requires Board of Education approval.
- 11. Study Leave. Employees may be granted a study leave, including travel time, without pay for up to one (1) year for professional growth through study. An employee requesting a study leave for more than 90 calendar days will not be guaranteed the same specific job upon return.

Employees must submit a request thirty (30) calendar days in advance when applying for study leave. Any study leave request for more than thirty (30) days requires Board of Education approval. Employees on the Tier program are not eligible for Study Leave.

In the event the study leave request is denied, within seven (7) work days the employee may request to have the leave decision submitted to the Labor Management Committee (LMC) for review. The LMC will convene within 5 working days to determine if the request should be granted. The decision of the LMC shall be final and binding and no further appeal will be granted.

- 12. Travel Leave. Employees may be granted a leave of absence without pay for up to ninety (90) days for travel. If this leave is for more than thirty (30) days, it requires Board of Education approval. Travel leave less than thirty days requires the approval of the supervisor and/or the Office of Human Resources.

13. Union Leave. Union Leave of more than one (1) day must be requested in writing by a duly elected officer of the Union. Requests should be submitted at least one (1) week prior to the leave effective date, and shall state the name of the employee to be absent, the duration of the leave, and the expected date of return to work. The District will attempt to reasonably accommodate requests for Union business leave, provided that the District can reasonably accommodate the employee(s) request to be absent without a significant or major disruption of service. Requests shall be directed to the Director of Transportation or the Service Manager, as appropriate. Requests for leave of less than one (1) day shall be verbally communicated to the Director of Transportation or the Service Manager, as appropriate. All Union business leaves are without pay unless expressly provided otherwise in this Agreement.

14. Vacation Leave.

a. Accrual. Employees covered by this Agreement will earn vacation in accordance with the table set forth below, provided they work a minimum average of twenty (20) hours per week. The table shows the accrual at the hours worked levels indicated. Accrual for actual hours worked that falls within a minimum of twenty (20) hours per week will be pro rated based on these tables. Employees will not earn any vacation for hours in excess of 2,088 hours worked within a work year.

Employees may carry over vacation leave from one school year to the next. Employees who terminate from the School District will receive payment for unused vacation

Bus Driver Vacation Accrual Grid

<i>Years Months in District</i>	Vacation Accrual
0-1 0-23 months	For every 52.25 hrs. worked, employee gains 1 hr. vacation.
2-4 24-59 months	For every 26 hrs. worked, employee gains 1 hr. vacation
5-10 60-131 months	For every 17.5 hrs. worked, employee gains 1 hr. vacation
11+ 132+ months	For every 13 hrs. worked, employee gains 1 hr. vacation

Transportation Maintenance Vacation Accrual Grid Covering
Service Technician-Parts Controller, Service Technician
Apprentice, Service Technician

Yrs. Months In District	Vacation Hrs. Accrued/Month
0-1 0-23 months	3.33
2-4 24-59 months	6.667
5-10 60 – 131 months	10.00
11+ 132+ months	13.333

1. Use. Employees must schedule the use of vacation in fifteen (15) minute increments in advance with the supervisor and in accordance with the procedures set by the department.
 2. 9-Month Employees. Any 9-month Transportation Bargaining Unit Employee hired after July 1, 2000 or any Transportation Bargaining Unit Employee changing to 9-month status after July 1, 2000 may not earn or accrue any vacation leave. Any employee changing from a 12-month position to a 9-month position after July 1, 2008 may not earn or accrue any vacation leave and will receive payment of any unused vacation.
15. Holiday Leave. Bargaining Unit employees are eligible for holiday leave with pay for the amount of hours they would normally work on the days set forth in the following table. Employees must be at work or on an approved leave the workday before and after the holiday in order to receive pay for the holiday.

9-Month Employees (169 - 199 Days Worked/Year)

Labor Day	1 day
Thanksgiving Day	1 day
Christmas Day	1 day
New Years Day	1 day

12-Month Employees (232-261 Days Worked /Year)

Labor Day	1 Day
Thanksgiving	2 Days
Christmas	2 Days
New Year's Day	1 Day
Martin Luther King Day	1 Day
President's Day	1 Day
Memorial Day	1 Day
Independence Day	1 Day

a. Holiday Observed. Whenever a holiday falls on a Saturday, the previous day will be considered a holiday. Whenever a holiday falls on a Sunday, the following day will be allowed as a holiday. Should the 2-day Christmas holiday fall on a Saturday and Sunday, the previous day and the following day will be observed as the holidays.

b. Pay for work on the actual or observed Holiday. Whenever an employee works on an actual or observed holiday, the employee will be paid at a rate of time and one half for all hours worked with a minimum of five hours at time and one half.

S. RETURN FROM LEAVES OF ABSENCE

1. Return From Short-Term Leave of Absence. An employee returning to work in Transportation after a leave of absence for ninety (90) calendar days or less will return to the same position and bus route which he/she held prior to taking the leave.
2. Return From a Long-Term Leave of Absence. An employee returning to work in Transportation after a leave of absence of more than ninety (90) calendar days but less than one (1) year, will be returned to the same job title, hourly wage, and location he/she held prior to commencement of the leave but not the same bus route/hours package.
3. Pay On Return From Leave of Absence. An employee returning from a leave of absence will receive any annual range adjustment. An employee who returns from a leave must have worked ninety (90) days of the prior evaluation period, and must be evaluated by the supervisor to receive the evaluation adjustment in addition to the annual range adjustment.

T. INSURANCE PROGRAMS.

1. Health/Medical Plan. The District shall make a monthly contribution in an amount up to the “single employee” premium toward the available medical coverages selected by the employee for those employees covered by this Agreement who qualify according to the following table of scheduled work hours/year.

<u>Hours Worked/Year</u>	<u>District Contribution</u>
1183-2088	100%
676-1182	50%

2. Dental Coverage. The District shall make a monthly contribution in an amount up to the “employee-only” premium for dental coverage for those employees covered by this Agreement who qualify according to the table of scheduled work hours/year.
3. Vision Coverage. The District shall make a monthly contribution up to the “employee-only” premium for vision coverage under the District’s Vision Plan for those employees covered by this Agreement.
4. Life and Accidental Death and Dismemberment Insurance. The District shall provide life and Accidental Death and Dismemberment insurance in an amount equal to the employee’s annual salary, or \$50,000, whichever is less, for each benefit eligible employee covered by this Agreement. Life and Accidental Death and Dismemberment insurance benefit reductions will apply at age 70. Refer to Group Life and Accident Insurance Certificates.
5. Disability Insurance. The District shall provide a long-term disability protection plan and will pay the premium for it.
6. Benefit Start Date. Insurance benefits shall begin the first day of the month following an employee’s date of hire.
7. Contributions While On Leave. Employees shall be responsible for making the employee contribution (if any) during anytime in which they are not working.
8. Insurance Committee. The District and the Union agree to maintain a District Insurance Committee to provide an orderly mechanism for considering insurance benefit program issues and to effectively manage the programs for the benefit of all employees

and the District. The design of all Insurance Plans, the coverages under the Plan, premiums for the Plan, and the designation of carriers, providers and the like, will be determined through the District Insurance Committee. The District Insurance Committee will operate in accordance with the following provisions:

- a. Membership. The District Insurance Committee will consist of three teachers appointed by the DCFT. Two classified employees. One ATU representative appointed by ATU #1737.
- b. Scope of Committee Activity. The District Insurance Committee will consider matters involving health/medical plan, dental coverage, vision coverage, life insurance, and disability insurance.
- c. Role and Responsibility of the Committee. It is agreed by the parties that the District Insurance Committee will study and make recommendations to employee bargaining representatives, District leadership, and the Board of Education concerning health/medical plan, dental coverage, vision coverage, life insurance and disability insurance plans for District employees. The responsibility of the committee shall extend to, and include consideration of such matters as:
 - 1) The selection of a consultant to advise the Committee and the District;
 - 2) The philosophy of various benefit programs;
 - 3) Carriers to provide benefit coverage;
 - 4) The structure and design of benefit packages;
 - 5) The approval of requests for proposal or other bid documents and agreements necessary to put in place the enumerated benefit plans; and Premium levels.
- d. Communication. It shall be the responsibility of the District Insurance Committee to ensure appropriate, open and timely communication with employee bargaining representatives, employees, the Board of Education, the officers of the Union and District leadership.

- e. **Role of Consultant.** The parties recognize that the District Insurance Committee will require the assistance of a qualified consultant who is knowledgeable in employee benefit matters. It will be the role of the consultant to provide information to the Insurance Committee as a whole, and to provide technical assistance to the Committee in carrying-out the Committee functions set forth in this Agreement, or as otherwise identified as Committee responsibilities.
 - f. **Access to Information.** Recognizing that the Committee needs access to high quality information in order to properly carry-out its function, the District commits to provide or to arrange for the providing of data to the Committee, the Union and District leadership. The data is to be as current as possible given the practical constraints of obtaining information through normal data collection processes, or from the contracting entities. The information to be provided will include data indicating the levels of benefit plan utilization, benefit plan expenses, financial reserves, and other reasonably necessary information, all in sufficient detail, as the Committee may reasonably request from time to time. The District will make every reasonable effort to distribute timely and relevant information prior to District Insurance Committee meetings.
9. Public Employee Retirement Association (PERA). By law, any employee regularly employed automatically becomes a member of the Public Employee Retirement Association upon employment according to the requirements of the law. All questions concerning the operation of the plan shall be determined by and resolved by PERA.
10. Unemployment Compensation. The parties agree to abide by all applicable laws with respect to unemployment compensation. Claims need to be filed with the Colorado Department of Labor. The hearing and appeal procedures set by State law shall be the sole forum for resolving disputes regarding unemployment Compensation. This section is not subject to the grievance procedure set forth in this agreement.
11. Worker's Compensation. The parties agree to abide by all applicable laws with respect to Worker's Compensation. This section is not subject to the grievance procedure set forth in this agreement.

Employees absent due to injuries incurred in the scope of employment and covered by Worker's Compensation may utilize accrued sick leave or personal leave in one-hour increments to makeup resulting loss of income. Upon request, and not more often than monthly, the District will allow employees to convert sick leave and personal leave to extra pay in an amount not to exceed that which is necessary to provide the employee the same take home pay normally earned by the employee after deductions. Only an employee's accrued sick leave and personal leave balances may be converted. The Sick Leave Bank is not available for conversion.

12. Liability Insurance. The District recognized that employees have concerns about legal liability stemming from on-the-job actions. The District has secured a liability insurance policy reasonably conforming to policies generally available to school district employees. A copy of the policy may be examined by the Union upon reasonable request.
13. Legal Liability. Any employee charged with committing a crime during the performance of official work duties who has been exonerated may apply for reimbursement of legal expenses under Policy DKCA and related procedures, subject to the conditions and qualifications of the policy and procedure.

U. **PHYSICAL EXAMINATION PAY.** Employees required to have physical examinations (except preliminary examination of an applicant for employment) will be paid the actual time required therefore, including necessary travel time, at their straight hourly rates. Such time spent will be used in the computation of overtime after forty (40) hours of work. All reasonable efforts will be made to schedule physical examinations during work hours or within one (1) hour before or after the start or end of the employee's shift. Employees will not be required to take such examination on their days off without their consent.

V. **BREAKS, LOCKERS and OTHER FACILITIES**

1. Breaks.
 - a. Each full-time maintenance employee will be entitled to one (1) fifteen (15) minute paid break during the morning and one (1) fifteen (15) minute paid break during the afternoon. Breaks will be scheduled approximately during the middle of the morning and afternoon work periods.

- b. Employees who work thirty-five (35) hours or more per week will be allowed a one-half (½) hour uninterrupted unpaid lunch period, except in emergencies.
- c. Driving employees will be allowed a paid fifteen (15) minute break for each four (4) hours of paid work time per day. Driving employees who work six (6) or more hours in a day will be provided a total of two (2) fifteen(15) minute breaks. The District will attempt to reasonably accommodate employee needs for breaks with operational and transportation needs in the District.

2. Lockers and Other Facilities.

- a. Maintenance. The District will furnish adequate washroom and restroom facilities at each maintenance base of operations. Each maintenance employee will be provided a reasonable location for the storage of personal clothing and effects.
- b. Operations. The District will attempt to secure and identify adequate restroom facilities for transportation employees to access and use on established District routes.

W. District-Declared Adverse Weather Closures.

- 1. A closure occurs when the District closes a school, work site, an area of the District or the entire District due to adverse weather conditions.
- 2. Essential Personnel are those employees designated by the District as “essential” that may be required to work due to the adverse weather closure. Essential personnel are limited to those employees designated by the Director of Transportation or by the appropriate Assistant Superintendent.
 - a. Premium rate: Essential personnel will be paid their regular rate of pay plus one and one half (1 ½) times their regular rate for the hours actually worked.
- 3. In the event of a adverse weather closure the following apply:
 - a. Only essential personnel are to report to work at the affected sites.

- b. No other employees are to report to work. Non-essential employees who are full-time or part-time will be paid their regular hourly wage for their normal work hours on the emergency closure day.
- c. Essential personnel who are notified by their supervisor not to report or who are unable to report to work will be treated as non-essential personnel.
- d. Substitutes, long-term substitutes or temporary employees are not to report for work and will not receive any compensation for the time unless approved by the Director of Transportation or his/her designee.
- e. If, because of state attendance requirements, the District is required to schedule make-up time due to adverse weather closures, employees affected will be required to work the make-up days so scheduled with pay.

X. REQUIRED OPERATING LICENSES, PERMITS, and CERTIFICATIONS

- 1. The District will pay for the initial cost and renewal of a Commercial Driver's License (CDL) for all employees, who drive District Vehicles and are required to have a CDL. It will be the responsibility of the employees to see that their licenses are kept current.
 - 1. The District will pay for the initial cost and renewal of permits and certifications which employees may be required to have as a condition of employment.

Y. DAMAGE TO PERSONAL PROPERTY

- 1. The District shall repair, replace, or reimburse employees for the actual value of those items that are damaged or destroyed while an employee is on duty and the item affected was reasonably used in the course of the employee's work and looked after by the employee.
- 2. The District has the right to require a statement concerning the circumstances of the loss, the acquisition or ownership of the item by the employee, as well as factors that may relate to its value.

Z. TRAVEL TIME

The District shall allow for and pay the actual travel time to employees who are required to do so by the District. The District shall make reasonable efforts to provide a District vehicle for the travel. When a District vehicle is not available, the District shall provide secondary liability insurance coverage covering the employee while performing district service for using their privately owned vehicle, and pay mileage equal to the amount allowable by the Internal Revenue Service.

AA. REQUIRED TRAINING

1. The parties understand that during the probationary period, the employee's primary focus is on learning the job responsibilities related to the employee's position. For an employee who has completed his/her probationary period, the District will reasonably consider the convenience of the employee when arranging District-required training. It is recognized that employee convenience is only one of several factors that need to be considered, including trainer availability, program schedules determined by outside vendors, the need to continue providing transportation services throughout the District, and facility availability.
2. An employee who attends District required training or education classes will be paid at his/her regular straight-time rate of pay for the time spent in the training program or class, consistent with the requirements of the Fair Labor Standards Act, as amended. Paid training hours will be used in the computation of overtime.

BB. LABOR MANAGEMENT COMMITTEE

1. Labor-Management Committee. The parties agree to establish two Labor-Management Committees ("LMC"), one committee representing bus operators and one committee representing maintenance. Each LMC will consist of the following: one representative from each terminal, one alternate, two transportation managers, a recorder, and a District facilitator. The LMC representing bus operators will also have one member representing special needs drivers and his/her alternate. The LMC representing maintenance will also have one member representing the parts controllers and his/her alternate. Each party shall appoint one person to serve as Co-Chair of the LMC. The groups shall serve as the Umbrella Committee to provide focus, direction and guidance toward the resolution of non-contractual workplace issues, and may submit recommendations to be acted upon by the appropriate

authority (s) for contractual issues. The intent of the committees is to reach decisions by consensus and all issues will be addressed in a non-adversarial manner.

- a. At least two members of the Management and two ATU members must be present at each meeting. At least 1 co-chairman must be present at each meeting.
 - b. Guests at meetings will be agreed upon with other representatives prior to the meetings.
 - c. Additional meetings will be at the discretion of the committee.
 - d. The Umbrella LMC Committees shall meet a minimum of once a month for nine months (September through May) each year. Meetings will be limited to one and a half (1-1/2) hours in length unless extended by mutual consent of the parties. Bargaining unit members appointed to serve on the Umbrella LMC Committees shall be paid for attending the meetings.
 - e. The Committee may, as needed, appoint subcommittees to assist in their efforts. Subcommittees shall be made up of an appropriate cross-section of the Bargaining Unit employees. Subcommittees shall study the issue(s) assigned to them and report their findings and suggestions to the Umbrella LMC Committees.
2. Standing Committees. The District and the Union will maintain an Accident Review Committee (ARC), which will be considered a standing subcommittee of the LMC. The appointed ARC committee will consist of the following:
- a. Two drivers from each feeder area. Only drivers who have been driving a school bus accident free for three (3) years in Douglas County are eligible to serve;
 - b. Two Special Needs drivers. Only drivers who have been driving a school bus accident-free for three (3) years in Douglas County are eligible to serve;
 - c. A representative for the Service Technicians;
 - d. A representative of the District Risk Management Office;

- e. A representative of the Transportation Training Department;
 - f. The Director of Transportation and the President of the Union or their designees who will serve as non-voting coordinators of the Committee.
3. The ARC shall meet a minimum of once a month for nine (9) months (September through May) each year. Meetings will be limited to one and a half (1 1/2) hours in length unless extended by mutual consent of the parties. The date will be set at each meeting for the following month's meeting.
 4. Employees of accidents determined by management to be non-preventable will not go before the Accident Review Committee. The accident investigation information packets of such accidents will be sent to the ARC to be used for training purposes.

2.1 RUN/JOB BID COMMITTEE

The Union and the District agree to establish a Run Job Bid committee. The committee will be comprised of two co-chairs. One co-chair will be appointed by the Director of Transportation and one co-chair will be appointed by the Union. The committee will also be comprised of a scheduler and a driver from each terminal, one special needs driver, the special needs coordinator, and at least two transportation area managers. The President of the Union or his/her designee shall also be a member. The committee will be responsible for the bid process and procedures.

2.2 RUN/JOB PACKAGE REVIEW COMMITTEE

The Union and the District agree to establish a committee at each terminal/area to review the Run/Job Packages before the Run/Job Packages posting and subsequent selection. The Union shall appoint two members from each terminal/area to serve on the committee. The President of the Union or his/her designee shall also be a member of each terminal/area committee. The District shall appoint a maximum of three (3) to serve as its committee representatives. The review committees shall meet in sufficient time before the Run/Job Package posting in order to provide input for changes.

II. TRANSPORTATION

A. DEFINITIONS. For the purposes of this Article, the following terms will have the meaning indicated.

1. A “Regular” route or “Relief” driver is normally scheduled to work a minimum of one hundred sixty-nine (169) days at least twenty (20) hours each week, and ten (10) scheduled shifts per week. The employee is eligible for leave, holiday, and insurance benefits. A “Regular” or “Relief” employee is eligible for the performance pay components. Regular employees who have one (1) overall rating of “Proficient,” are scheduled to work a minimum of five hundred-forty (540) annual hours and one hundred sixty-nine (169) days per year are eligible to participate in the Exemplary component. These employees participate in the evaluation process.
2. A “Part-Time” Relief driver has regular scheduled hours less than twenty (20) per week, works between one hundred- ten (110) and one hundred-sixty nine (169) days per year, and five (5) scheduled a.m. or p.m. shifts per week. If the employee is scheduled to work a minimum of six hundred-seventy six (676) annual hours, the Part-Time employee is eligible for insurance benefits. All Part-Time employees are eligible for the performance pay components. The employee is ineligible for paid leave and holiday pay. These employees participate in the evaluation process.
3. An “On-Call” Relief driver is employed on an “as needed” hourly basis. They work less than five (5) shifts per week. On-Call relief drivers are ineligible for District leaves, insurance benefits, and performance pay components. These employees will receive the market adjustment to their current wage based on satisfactory performance.
4. An “Over the Road” driver’s primary responsibility is to drive trips. Relief assignments for driving routes are a secondary function of the job. The driver’s hours will vary which, can include early morning and late nights. The driver may either choose a 12- or 9-month guaranteed route package.

Over the Road Drivers will work an average of 40 hours per week during the conventional school calendar and an average of 20 hours per week when conventional schools are not in session.

The employee is eligible for paid leave, holiday, and insurance benefits. An Over the Road employee is eligible for the Skill Block and Incentive Block components. These employees

participate in the evaluation process. Over the Road employees who have an overall rating of “Proficient” are eligible to participate in the Exemplary component.

5. A “Stand alone MIDDAY” is a piece of duty that is separated by one hour or more from the AM and PM route.

B. DRIVER JOB ASSIGNMENTS and SENIORITY

Seniority of bus operators shall be on a District wide basis. The parties agree to accept the current established Master Seniority list See **Article I, Section O** for other general provisions related to seniority.

The seniority of new employees will be established according to their hire date. The seniority of former employees rehired by the District will be established by their current hire date. There will be no credit for service prior to a break in service with the District. In the event, that two or more employees share the same hire date, the employees shall draw numbers to establish who shall be senior. See **Article I, Section O** for how transfers are handled.

The District shall post the Master Seniority list for all operators at each Terminal/area and will update the list monthly. Copies shall be provided to the Union.

The District shall post a Terminal/area Seniority list of all operators who have selected assignments at each specific Terminal/area and update the list monthly. Copies shall be provided to the Union.

C. RUN/JOB PACKAGES

In order to provide employees adequate hours of employment to achieve a reasonable income and entitlement to benefits the District will create and post Run/Job packages consisting of driving and or driving and related work. The posting shall include the following:

1. The run to be worked, the schools served or the type of activity;
2. The vehicle type needed;
3. The starting and quitting time inclusive of pre and post trip inspection and cleaning time. Runs that are anticipated to have their times increased in order to provide additional service shall be designated as Potential Growth Runs. (Operators selecting these

shall be required to work the additional time if the run is expanded.);

4. The Terminal/area assigned to;
5. The utility work available for selection to complete the Run Job package. Utility work, which carries a qualification restriction, shall be so designated. Only employees who are qualified at the time of the Selection may bid on utility work that requires a qualification. (See Appendix A for a listing of utility work and qualification restrictions);
6. The days off of the Run Job package and or the Utility Package if applicable;
7. The total average pay hours of the Run per week, the total average pay hours of the Utility work per week, and the total pay hours of the combined package.
8. Mountain Routes may not be bid by a driver until the driver has served as a District School Bus Driver for one(1) year and is deemed qualified on that route by Transportation Management.
9. All special needs midday's requiring specialized equipment or specifically trained staff will be attached to existing special needs routes unless equipment is not available or required by the Individual Educational Program (IEP).

All stand alone midday's will be paid a minimum of two (2) hours. Bus operators performing special needs midday's shall have the option to waive their midday route six (6) times for a maximum of twelve (12) accumulated hours per school year before having to submit paid leave.

10. An employee returning to work in Transportation after a leave of absence of more than ninety (90) calendar days will be returned to the same position, rate of pay, and location he/she held prior to commencement of the leave but not the same bus route. After 90 calendar days of absence from the route, the employee's route will be posted.

Upon return from a leave of absence of more than ninety (90) calendar days, the employee will be placed in the relief driver pool until the employee bids and is awarded an available route during the year or at the annual bid. Once the employee is awarded a

route, or chooses to remain as a relief driver, the employee will assume the package hours of that route.

Employees returning from a leave due to a medical condition will be certified by the Risk Management department as to meeting all Department and CDL qualifications prior to returning to work.

D. RUN/JOB PACKAGE GUARANTEE

1. The District shall create a minimum of ~~95~~ 90 12-month Run/Job Packages which will guarantee operators who select the package 1680 annual hours of work or pay. The District shall create a minimum of 70 9-month Run/Job Packages which will guarantee operators who select the package 1225 annual hours of work or pay. Whenever possible, all Run/Job Packages and relief jobs shall be five (5) day per week jobs, and shall have two consecutive days off. No operator shall be paid less than his or her driving hourly rate while performing any work. In order to be paid the guarantee, the operators must either have worked the selected Run/Job Package or have made themselves available for the designated hours of work or have been on an approved paid leave of absence.
2. The District shall create a minimum of ~~fifteen (15)~~ ten (10) Over the Road Run/Job packages, which will guarantee operators who select the package an average of forty (40) hours of work or pay per week during the conventional school year and an average of twenty (20) hours of work or pay when conventional schools are not in session. The 12-month yearly guarantee is 1680 annual hours and the 9-month guarantee is 1225 annual hours. Whenever possible, all Over the Road Run/Job packages shall be five (5) day-per-week jobs. No operators shall be paid less than his or her hourly rate while performing any work. In order to be paid the guarantee, operators must either have worked the selected Run/Job package, have made themselves available for the designated hours of work, or have been on an approved leave of absence.
3. When guaranteed packages are relinquished during the school year, the vacant guaranteed package will be offered to the next senior employee through the bid process. The hours will be prorated at the beginning of the first of the following month.

E. OPERATOR RUN/JOB SELECTION

The District shall post all Run/Job Packages for selection and a selection shall be held at a minimum of once every year. Additional selections may

be held and the bid process may be changed by mutual agreement of the parties.

A notice of selection to be held and the Run/Job Packages shall be posted for operator review a minimum of ten days before the date of the selection. The notice shall include the time and date and place of the selection. The selection shall be completed a minimum of one (1) week before operators are required to work the posted schedule.

If an operator is on leave or will be on leave during any bid selection process, the operator is eligible to bid on the desired run/job package as long as he/she will return to the route within 30 workdays from the effective start date. While on leave, the operator's pay will be based on pre-leave hours. The new rate will take effect at time of return from the leave.

In accordance with the District wide Master Seniority list, the most senior operator, in point of service in the Transportation Seniority Unit, may select any Run/Job Package or Relief /Job Package of his or her choice, provided he can qualify, and so on down said list, until all Run/Job Packages and Relief/Job Packages are filled. Representative(s) of Management and the Union shall be present to resolve issues that may arise.

F. FAILURE TO ATTEND SELECTION MEETING

1. Any operator on vacation or leave of absence at the time of the selection should express his/her choice, in writing, of the Run/Job Package or Relief/ Job Package and days off desired to Transportation officials before taking such vacation or leave of absence.
2. If an operator is off duty due to illness or for other good reasons, and is unable to attend the selection meeting he/she shall submit a choice slip to the designated District official. Officials shall, if possible, ascertain his/her choice and select a Run/Job Package or Relief/Job Package and days off for him/her, in accordance with his/her desires, as indicated on the choice slip. If impossible to ascertain the operator's desires, the operator's turn at selection shall be by passed until the operator provides a choice.
3. If any operator designated to attend an announced selection meeting fails to attend and has left no choice, the operator's selection shall be by passed until the operator provide a choice. Any operator arriving late at the selection meeting shall not be allowed to interrupt an operator in the midst of the selection

process. He/she shall be allowed the next turn at selection in accordance with his/her seniority.

G. ROUTE SELECTION PROCEDURES FOLLOWING THE ANNUAL BID

During the school year when a route becomes available, the route will be posted at all terminals for five (5) working days. Individuals wanting to bid for the route must sign the posting sheet to be eligible for consideration. After close of business on the fifth working day, the postings from all terminals will be taken down and sent to the Terminal Manager, who originated the posting. The route will then be offered to the most senior driver who signed the posting. This process will continue until a driver accepts the offer or the list is exhausted. If no one who signed up for the route accepts the offer, that route will be reposted. The individual who accepts the route will be required to either drop the route he/she had to that point in time or go from relief status to route driver (whichever applies to that individual). In the case of a route being dropped to accept the posted route, the dropped route will then go through the process described above.

Following route selection at the annual bid, bus operators may change routes a maximum of two (2) times during the school year. If an individual is not able to bid a route at the annual bid because all routes have been taken, he/she will be a relief driver until a route is available and that individual is able to bid for and accept a route during the school year. That will be considered their first selection and he/she will be eligible to make two (2) more route changes during the remainder of that school year. Those who choose to be a relief driver at the annual bid instead of taking a route that is still available at the time of their bid, will have two (2) changes available during the remainder of the school year as well.

H. UTILITY WORK SELECTION PROCEDURE FOLLOWING THE ANNUAL BID

During the school year, as utility work (see Appendix A – Utility Work) becomes available, the utility work will be posted for five working days at the appropriate terminal(s). Individuals wanting to bid for the utility work must sign the posting sheet in ink to be eligible for consideration. After close of business on the fifth working day, the posting(s) from the terminal(s) will be taken down and sent to the Terminal Manager, who originated the posting. The utility work will then be offered to the most senior driver who signed the posting. This process will continue until a driver accepts the offer or the list is exhausted. If no one who signed up for the utility work accepts the offer, that utility work will be reposted. If

the addition of the new utility work will cause the bus operator's total package hours to exceed forty (40) per week, he/she must drop other utility work to ensure he/she does not exceed forty (40) hours of assigned work for the week. This does not mean he/she can drop part of his/her basic route (including 5 o'clock if part of the route) to stay at or below the forty (40) hour maximum. If current utility work is required to be dropped, it will be posted following these same procedures.

I. VOLUNTARY REVOLVING WORK LIST (VRWL)

There shall be both a Long-Term and a Short-Term voluntary Revolving Work List for each Terminal/area. Operators desiring to be on either list or both (at the Terminal/area they have chosen) should indicate the same at the time of their Run/Job or Relief/Job Package selection. An operator may add his/her name to either list after the selection meeting however, there shall be a one-week waiting period before they are assigned work. This restriction may be waived by mutual consent of the Union and the District on a case-by-case basis. All operators who volunteer shall have their names put on the appropriate list in their Terminal/area by seniority order. For the long term list, any non-guaranteed operator who has volunteered and who refuses three (3) assignments in any 12-month period shall have his/her name removed from the list for one month. Each set of three (3) refusals will result in being removed from the list for one month. Any Guaranteed operator who has volunteered and who refuses an assignment shall turn in vacation time or a waiver to cover the hours of work.

For the Short Term List, any operator who has volunteered and who refuses three assignments in any 12-month period shall have his/her name removed from the list for one month. Each set of three (3) refusals will result in being removed from the list for one month

Any operator who fails to show for and perform work assigned through these lists without notification will miss one rotation from the applicable list, for which they are available, for each offense.

1. Long Term List. The purpose of the Long Term List is to provide the District with a ready pool of operators willing to accept extra work of varied times and duration. Operators on this list will be provided approximately one-week advance notice of the type of work to be performed and the scheduled work time.

a. Operation of the Long Term List. Each Thursday, the Transportation Operational Management (T.O.M.) Data input person will mass assign all known extra work duties to employees on the list, starting with the guaranteed person that has the lowest field trip hours in T.O.M.

Employees who are on vacation have the responsibility to contact the Dispatch Office, prior to the beginning of their return to duty, to determine if they have been assigned work.

The Long Term Revolving Work List shall be posted in the Driver's area, at each Terminal/area by 5:00 P.M. on Thursday until the next list is posted, so that it may be reviewed by operators.

2. Short Term List. The purpose of the Short Term List is to provide the District with a ready pool of operators willing to accept extra work, as it becomes available each day.
 - a. Operation of the Short Term List. When the District becomes aware of extra work needing to be filled the work will be offered in descending seniority order to volunteers on the appropriate list.

Once all the assignments for each day have been made, a line will be drawn under the last person's name to have received extra work that day. The rotation for the following day will start with the first name below the line. In the event that an operator is not available for work due to another assignment, vacation, or sick leave the list will be noted N/A"= "Not Available," "O/A"= "On Assignment," "V"= "Vacation," "S"= "Sick," "BP"="By Pass," or other specified as applicable.

The District shall notify operators on the job or by telephone when work is available. In the event an operator refuses work when notified, the list will be noted "R." An operator who has placed his/her name on this list and who refuses three (3) assignments within the twelve (12) month period since being refreshed shall have his/her name removed from this list for one month. Each set of three (3) refusals will result in being removed from the list for one (1) month. The refusal of work list will start fresh on each start of the traditional school year.

The Revolving Work Short Term List shall be posted in a common area, at each Terminal/area, so that it may be reviewed by operators on a daily basis. The list shall be posted by 5:00 PM each day.

Work will be offered according to the time it is to be performed starting with the earliest assignment. In the event that two assignments start at the same time, the work that pays the greatest will be offered to the senior operator entitled to work that day.

All short term hours will be added into TOM weekly. Accumulated hours will be added by Wednesday AM before the assignment on Thursday.

3. Exhaustion of List. In the event that either list is exhausted, drivers not on the list may volunteer for extra work. In the event no one volunteers, the District shall draft the least senior employee on a rotational basis to perform the work.
4. Procedure Review. The Union and the District agree to establish a committee to review the Revolving Work List procedures. The Union shall appoint a member from each Terminal/area to serve on the Committee. The President of the Union or his/her designee shall also be a member of each Terminal/area committee. The District shall appoint up to an equal number of management personnel as its committee representatives. The rules governing the Revolving Work List may be changed by mutual agreement of the parties to this Agreement. Any changes in the Voluntary Revolving Work List procedure will be put in writing and implemented only when ratified by a majority vote of the Union membership and the Board of Education.

III. MAINTENANCE JOB ASSIGNMENTS and SENIORITY

A. SENIORITY

Seniority of maintenance employees shall be on a Transportation Department-wide basis. The parties agree to accept the current established Master Seniority List. See **Article I, Section O** for other general provisions related to seniority.

The seniority of new employees will be established according to their hire date. The seniority of former employees rehired by the District will be established by their current hire date. There will be no credit for service prior to a break in service with the District. In the event, that two or more employee share the same hire date, the employees shall draw numbers to establish who shall be senior. See **Article I, Section O** for how transfers are handled.

The District shall post the current Master Seniority list of all maintenance employees at each Terminal/area. Copies shall be provided to the Union.

The District shall post a current Terminal/area Seniority list of all maintenance employees who have selected assignments at each specific Terminal. Copies shall be provided to the Union.

B. BIDDING JOBS

When a job vacancy within the bargaining unit is to be filled, or an opening is created by a new job, notice of such vacancy or opening will be posted on the bulletin board of all Seniority Units during the posting period. Available positions will be posted for seven (7) working days (Saturdays, Sundays and holidays excluded) at each site and on the district website.

Any employee desiring to apply for a posted position must submit a Transfer Request form to the department with the vacancy and to the Human Resources Department by the closing date of the posting. All qualified candidates will be interviewed. Among equally qualified candidates, the internal candidate with the highest seniority will be chosen.

C. VEHICLE MAINTENANCE TOOL POLICY

1. Service Technicians and Service Technician Apprentices must have sufficient personal tools to accomplish their assigned tasks of repairing and servicing school buses and support vehicles.
2. Service Technicians and Service Technician Apprentices who, on July 1 of any year, have completed at least one (1) year of continuous service with the District in Vehicle Maintenance, will receive an annual allowance in the amount of \$900 for the purchase of job-related tools. An employee who achieves his/her 1-year anniversary during the fiscal year will receive a pro rata credit on his/her anniversary date equal to 1/12 of the annual allowance for each full month remaining in the fiscal year.
 - a. The District will reimburse Maintenance employees up to \$80 per Service Technician per year for the replacement of batteries (used for cordless tools). The used batteries will be turned in to the District.
3. Service Technicians and Service Technician Apprentices are encouraged to purchase tools from *Snap on Tools*, *Mac Tools*,

Sears Craftsmen Industrial Tools, and other comparable tool suppliers or companies who provide a lifetime warranty on tools purchased.

4. The District will provide all specialty tools required.
5. The District will provide necessary or appropriate safety equipment including the following:

- gloves
- eye protection
- ear protection
- respiratory protection
- steel toe safety shoes
- back lifting braces
- a set of inclement weather gear for each service vehicle
- a set of inclement weather gear for each mechanic apprentice
- other as determined by the District

6. Service Technicians and Service Technician Apprentices must provide the Service Manager or Shop Foreman a current list of personal tools in their inventory. The list should be kept current by the employee with new additions listed promptly when acquired. The District is entitled to rely on the accuracy of the inventory provided by employees for the purpose of determining claims of loss due to fire, theft or other causes.

7. Personally-owned power tools (not to include electronic diagnostic equipment) used in the performance of District duties that have been damaged or broken, and which are not covered by warranty, will be repaired or replaced by the District as determined by the Shop Foreman. When the District cannot repair or replace a broken power tool the District will pay, on behalf of the employee, the fair value of the tool(s) toward the purchase of a replacement power tool(s) of comparative quality.

D. CLEAN-UP TIME. All maintenance employees shall be allowed reasonably necessary time just prior to the end of their shift for personal clean-up from the day's work.

E. 10-HOUR DAY OPTION

1. Service Technicians of the Douglas County School District Transportation Department may ~~elect request to work a his or her option to work a~~ schedule consisting of four (4) 10-hour days with prior approval from ~~Specific work schedules for the work sites~~

~~and employees involved must be approved in advance by the Transportation Service Fleet Manager and/or Shop Foreman. Parts personnel and the~~ Apprentice Service Technicians will work a schedule of five (5) eight (8) hour days.

2. Paid-Time Off. Employees who utilized sick leave or vacation benefits during the period of 10-hour per day operation shall be charged ten (10) hours for a full day of absence from work and actual hours (1-hour increments) missed for partial days of absence. When a holiday, ~~inservice or other District function~~ falls during ~~a the~~ workweek all shifts during that week will revert to eight (8) hour days.
3. Overtime. Work in excess of ten (10) hours per day is discouraged except in case of emergency. Any overtime should be approved in advance by the employee's supervisor or designee.

IV. JOB CLASSIFICATIONS/WAGES/EVALUATION/PAY INCREASES

A. RATES OF PAY AND PAY INCREASE.

Employees in the Transportation Bargaining Unit who are on the payroll as of July 1, 2009 will be paid according to the following table and provisions effective July 1, 2009:

TRANSPORTATION RATES OF PAY COMPENSATION TABLE

Position/Unit	Min.	Max.
Bus Driver	14.28	22.49
Service Technician - Apprentice	16.38	21.61
Service Technician	18.14	27.62
Vehicle Mechanic Foreman	20.29	28.81

1. ATU Bargaining Unit. Effective July 1, 2009, each employee who has an overall rating of Progressive or above as determined by the District on the evaluation conducted in the Spring of 2009, will receive an increase of 0% of their base hourly rate, but not to exceed the maximum of the range for his/her position as set forth in the table above for any work performed on or after July 1, 2009.
 - a. New Driver Employees with Prior Experience. Bus Drivers who have at least one (1) year of prior successful experience as a driver in a job requiring a CDL will be placed at the Experience 1 level of the above table at the time of hire. Employees who have two (2) to five (5) years

of prior successful experience as a public school bus driver will be placed at the appropriate level of the Rates of Pay table with recognized experience. Each full year or additional recognized experience will entitle the employee to an additional \$.05 over the minimum of the rate set forth in the table above, not to exceed \$.25 over the minimum.

- b. All Other New Employees. Employees, other than drivers who have prior experience that is recognized as comparable to the job they are hired for, will have such experience recognized for pay purposes up to a maximum of five (5) years. Up to four (4) years of experience will be recognized for employees who have full-time job-related experience. A fifth (5th) year of experience will be granted for those employees who have four (4) years of full-time job-related experience and a Department of Transportation certification or a Colorado Department of Education certification. Each full year of additional recognized experience will entitle the employee to an additional 1% over the minimum of the rate set forth in the table above, not to exceed 5% over the minimum.

B. WAGE OR COMPENSATION ADJUSTMENTS

In the event the school district or the employee becomes aware of a wage or compensation error, the school district or employee shall immediately notify the other party. Thereafter, an adjustment or repayment shall be made but only for **the previous** 12 months from the date of discovery.

C. LONGEVITY PAY

Longevity Pay. In addition to the hourly rate of pay specified in this Agreement for various job positions, ATU employees will get the additional dollars and cents per hour for each hour of work performed starting in the next pay period after the completion of the years of service specified in the table below.

<i>Completed Years of Service</i>	<i>Additional Per Hour Compensation</i>
14	.60
19	.90
24	1.20

D. PRE and POST TRIP

In recognition of the fact that Drivers are required to prepare and safety-inspect buses prior to placing the vehicle in service, and to inspect the vehicle they use and complete an assignment post-trip procedure, the District will allow the time reasonably needed to complete pre and post-trip activities. Pre and post-trip activities include the safety inspections, vehicle preparation, cleaning, fueling and paperwork that may be necessary. Under normal circumstances, the District will allow a minimum of forty-five (45) minutes per day for pre and post-trip activities. The needed time will be built into the run/bid packages. When circumstances require additional time, the supervisor should be contacted and the supervisor will allow reasonable time as appropriate to the task.

The parties agree that the above language will until September 1, 2005 be interpreted to mean that in addition to route/work time, and additional forty-five (45) minutes per day will be paid to operators. Effective September 1, 2005 the following language shall replace the above.

PRE and POST TRIP

In recognition of the fact that Drivers are required to prepare and safety-inspect buses prior to placing the vehicle in service, and to inspect the vehicle they use and complete an assignment post-trip procedure, the District will allow thirty-five minutes and allow for additional time if reasonably needed to complete pre and post-trip activities. Pre and post-trip activities include the safety inspections, vehicle preparation, and fueling. The time will be built into the run/bid packages. The District shall in addition to the minimum of thirty-five minutes (or additional if reasonably needed) allow an additional ten (10) minutes during the operators schedule to complete paper work and cleaning activities. In the event an operators schedule does not provide for the ten (10) minutes the ten (10) minutes will be added to the operator pay time. When circumstances require additional time, (for any of the activities described above) the supervisor should be contacted and the supervisor will allow reasonable time as appropriate to the task.

No employee, whose bus cleaning time is scheduled at any time other than the end of their work day, shall be disciplined nor adversely affected in any way unless it is proven the cleaning was not done.

E. PERFORMANCE PAY

1. Regular employees of the Douglas County Schools Transportation Department, (excluding substitutes and temporary) employees who have successfully completed the initial 90-day probationary period, are eligible to participate in the Skill Block Option as described below.
 - a. Skill Blocks. These classes are District-sponsored, District administered classes consisting of eighteen (18) contact hours, ~~for which employees receive a one-time, lump sum payment.~~ Employees may not use paid Professional Leave to attend Skill Blocks. Employees participating in Skill Blocks must notify their supervisor at least ten (10) calendar days prior to the date of the Skill Block session. Employees participating in Skill Blocks will not be assigned field trips during the times of the class sessions. The T.O.M.S. program will be turned off for the employee during class sessions. Employees will make up the time toward a guarantee when reinstated in T.O.M.S. after completion of the Skill Block.

2. After one (1) year of achieving a ~~satisfactory evaluation~~ rating of ~~“Progressing” or above~~, regular employees may participate in the following Performance Pay options:
 - a. ~~Incentive Blocks.~~ Automotive Service Excellence (ASE) Certification Program. Service Technicians and parts controllers employed in the District’s Transportation Bargaining Unit who fulfill all of the requirements of the recognized ASE Certification Program will receive additional compensation for so long as the Certification is in effect. The District recognized the following Certifications:

Master School Bus
Master Medium/Heavy Truck
Master Automobile
ASE Parts Certification

The transportation department will pay the ASE registration fees, up to three certifications within a one-year period, for each employee registered to take the ASE test. Once the test is completed, the employee will submit the official documentation from the ASE Certification Program to the transportation department. If the employee is

unsuccessful at passing the ASE test, the employee will reimburse the registration fee over a three-month period.

Employees will receive thirty -five cents per hour for the first ASE Certification in effect and ten cents per hour for each additional ASE Certification for so long as they are in effect. Employees are encouraged to renew certifications as they expire. A Mechanic, Mechanic Apprentice or Parts Controller will be compensated for a maximum of three ASE certifications at any one time.

- b. ~~Fuel Savings Incentive. Each year the District will analyze the average fuel consumption of the District's bus transportation fleet. In any year where there is a reduction in average fuel consumption as compared to the prior year the District will determine the dollar savings to the District based on the operation of the District's school bus fleet utilizing the average per gallon cost of fuel paid by the District to determine the total dollar savings realized. Forty percent (40%) of the total dollar savings realized as a result of increased fuel economy will be distributed equally to Transportation Bargaining Unit Employees annually in the form of a one time bonus added to the employee's regular pay.~~
- e a. Additional Responsibility. Employees who ~~undertake additional responsibilities~~ participate in District-wide committees recognized in the Pay for Performance Plan are paid at a rate of \$30.00 per hour or a rate that is negotiated. Time spent on approved committee activities is considered "time worked" for purposes of computing pay, including overtime. ~~and successfully complete the activity will receive a minimum of \$350 for full attendance and up to the payments established in the Pay For Performance Plan upon successful completion of the activity. The full stipend requires attendance at 80% of the meeting time. Attendance at 50 - 79% will result in a pro-rated payment, based on the amount of time actually served. Attending less than 50% of the meeting time will result in denial of compensation.~~
- d b. Accident/Incident Free Bonus. At the end of the school year, all remaining performance pay dollars will be distributed equally among Bus Drivers who have been accident/incident free from July 1 to June 30 of each year. "Accident/Incident

Free” is determined by the National Highway Safety Administration Standards.

c. Attendance Bonus

Negotiated Performance Pay funds will be equally distributed three times during the year, to employees who have met the attendance criteria established by the Performance Pay committee. The program will be reviewed annually.

The three cycles are:

- September 1 through November 30
- December 1 through February 28 (29 during leap year)
- March 1 through May 31

3. ~~After one (1) year of achieving an overall rating of “Proficient,” regular employees may participate in the Exemplary Pay for Performance Option.~~

- a. ~~Exemplary. The language outlined in the District publication titled Exemplary Process for Amalgamated Transit Union, revised July 2002, and this paragraph in the ATU Agreement will direct the Exemplary Process for the ATU Bargaining Unit. The employee who successfully completes the Survey Option will receive \$500. The employee who successfully completes the Portfolio or the Oral Presentation will receive an amount which varies from \$600 to \$800, depending on the number of criteria in the Exemplary Process successfully represented in the Portfolio or Oral Presentation, as determined by the Exemplary Review Board.~~

F. ~~QUALITY SEPARATION EXTENDED SERVICE SEVERANCE BENEFIT~~

1. Qualification. Employees who have completed a minimum of ten (10) years of service with the last 10 years being continuous service in the District, and who are eligible to retire under PERA at the time their service to the District ceases, qualify for a ~~quality separation~~ Extended Service Severance benefit. (Refer to PERA’s website page at www.copera.org for eligibility requirements.) ~~This benefit is only available once in a lifetime.~~

2. Benefit Payment. A qualified employee who makes application and is approved for the benefit will be paid in an amount equal to twenty-five percent (25%) of the employee’s annual salary at the time of retirement.

3. Application. An employee desiring the ~~quality-separation~~ Extended Service severance benefit may choose to do so by submitting the ~~Quality-Separation~~ form, found on the Human Resources website page, plus the Retirement Eligibility statement from PERA, to the Office of Human Resources. Once the ~~Quality Separation~~ Extended Service Severance benefit and the employee's resignation are approved by the Board of Education, the benefit will be paid to the employee (and/or his/her estate) in one of the following ways based on the following stated conditions:
- a. An employee who attains age 55 or older in the year of separation from employment (retirement) will receive his/her extended service severance benefit pay in an annuity account. This benefit will be paid following separation in accordance with law, provided that such contributions do not exceed the limits of Section 415(c)(1) of the Federal Tax Code. Remaining amounts owed that exceed the employee's available Section 415(c)(1) limit for a given year shall be carried over and paid on or before January 31 of the following year, but in no case shall payments continue beyond the five (5) year period authorized under Section 403(b)(3) of the Federal Tax Code.
 - b. An employee who does not attain the age of 55 in the year of separation from employment (retirement) will be paid the extended service benefit payment in a lump sum following separation in accordance with law.

~~Employees who attain age 55 or older in the year of severance from employment (retirement) will receive their pay in an annuity account.~~

~~Employees who will not attain the age of 55 in the year of severance from employment (retirement) will receive a lump sum payment.~~

4. Severance Pay. Unused Sick leave Payout
A regular part-time or full-time employee with seven (7) to nine (9) years of consecutive service will be paid the balance of his/her sick leave at a rate of \$2.00 per hour, up to a maximum of one thousand forty (1040) hours upon separation from the District.

A regular part-time or full-time employee with at least ten (10) years of consecutive service will be paid the balance of his/her sick leave at

a rate of \$5.00 per hour, up to a maximum of one thousand forty (1040) hours upon separation from the District.

G. OVERTIME

Any hours paid which exceeds forty (40) hours within a work week will be paid at a rate of one and one-half (1-1/2) times the employee's normal hourly rate of pay.

Paid time will include such things as vacation time, sick time, personal time, etcetera.

APPENDIX A – UTILITY WORK

Job packages will include such things as pupil transportation to and from school; activities transportation, sometimes referred to as “5 O’Clocks;” related duties such as pre and post-trip inspection, phone tree preparation; student list development; evacuation and safety drills; sweeping, cleaning, and related vehicle maintenance. Job packages will include certain utility driving responsibilities such as:

- field trips
- mid-days (skill)
- driver training (skill)
- relief driving
- parts running
- shuttling of buses
- special needs field trips (skill)
- bus washing
- road checks
- timing of routes and bus stops
- picking-up new buses
- mail runs
- snow plowing (skill)
- other duties

Employees desiring to have driver training duties as part of the package must successfully complete an interview and selection process for entry into the pool of driver trainers. Selection from among qualified drivers in the pool will be on a seniority basis as set forth in this Agreement. Drivers selected for, and performing driver training duties will be paid an additional \$0.50 per hour when so engaged.

In addition, driving job packages may include certain non-driving operating responsibilities requiring special skills, including:

- scheduling
- dispatching
- administrative support
- billing support for field trips
- training support
- grounds care

In addition, job packages may include maintenance or utility duties, such as:

- painting (skill)
- seat repairs (skill)
- surveys; inventory control (skill)
- cleaning
- grounds care

The driver who selects or is assigned a job package will be responsible for performing the basic scheduled duties identified in the package, plus will be required to be available for and perform the additional tasks identified or connected with the package, or assigned as necessary to complete the contemplated hours of the package.

Memorandum of Understanding

Regarding ATU's Performance Pay Plan For the 2009-2010 School Year

The District and the ATU value and recognize the importance of the Performance Pay Plan and agree to continue to compensate employees for their achievements. However, due to the budgetary constraints, it is difficult to continue all components of the plan at this time. Therefore, the following revisions to the Performance Pay Plan, under Section IV.D., will be revised for the 2009-2010 school year.

IV.D. PERFORMANCE PAY

2.c. Additional Responsibility – The Transportation Department will compensate employees who serve on District committees outside their normal work day at their hourly rate for the 2009-2010 school year.

2.d. Accident/Incident Free Bonus – This plan will be suspended for the 2009-2010 school year. The feasibility of the plan will be re-evaluated for the following school year.

2.e. Attendance Bonus – The designated funds for the period of September 1, 2009 through November 10, 2009 will be distributed equally to all ATU members employed as of September 1, 2009 on December 20, 2009. The second cycle will be from January 1, 2010 through May 31, 2010.