

**2018-2019**

**Agreement**

*Between*

**Board of Education**

**Douglas County School District  
RE-1**

*and*

**Local 1737**

**Amalgamated Transit Union**

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***I. GENERAL PROVISIONS***

## **A. PREAMBLE**

This Contract/Agreement is made and entered into by and between Local 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 grievance procedure hereinafter set forth as concerns by 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 O, 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 O, 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 ninety (90) working days from date of qualification for drivers. A probationary employee may be terminated by the District for any reason that the District, in its judgment, deems sufficient.

“Qualification” is defined as the point at which an employee is released to drive without supervision and has acquired all required cards and certifications.

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. Corrective action documents 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, corrective action documents 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.

6. 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.

7. 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.

8. 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 ten (10) workdays 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 whether 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.

9. 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. What discipline the District chooses will depend on the facts, nature and severity of the

problem to be addressed. The District reserves the right to exercise any or all of the actions outlined below. When informal coaching conversations fail to bring about a sustained improvement in job performance or positive change in behavior issues, absenteeism, or violation of work rules, a supervisor may issue formal corrective action, including one or a combination of the following:

- **Step One: Documented Verbal Warning** – This is the first step in the progressive discipline process. The warning will identify the offense, the expectations, time frame, if applicable, and what the outcome will be if the expectations are not met.
- **Step Two: Written Warning** – This is the second step in the progressive discipline process. If the behavior continues after the documented verbal warning, a written warning will be issued notifying the employee of the inappropriate behavior and the consequences if the employee continues to engage in the behavior.
- **Step Three: Final Warning** – This is the third step in the progressive discipline process. If the behavior continues after the documented verbal and written warnings, a final warning will be issued giving the employee one last chance to correct the behavior.
- **Step Four: Termination of Employment** – If the behavior continues following the final written warning, the employee's employment with the District will be terminated.

The above corrective actions are not meant to be punitive, but rather, to build openness and mutual respect and promote problem solving and learning. When providing corrective feedback, the supervisor should describe the performance or behavior concern, clearly communicate expectations, and state the impact of the employee's performance or behavior. Together, the supervisor and employee should identify the causes for the employee's performance or behavior concerns. And finally, the employee should identify strategies for improvement.

The employee will be advised that failure to make the necessary improvements may lead to further corrective action, up to and including termination. Copies of corrective action letters are maintained in the employee's personnel file.

10. 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.

## **C. UNION RECOGNITION AND SECURITY**

The District recognizes the Union during the existence of this meeting 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 (1/2) 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.



5. BOE/Administrative Policy Information Board and Administrative policy information is available online through the District's Board website. The link is below:

<https://www.dcsdk12.org/board-of-education>

## **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 O.

## **F. UNION BULLETIN BOARDS**

The District will provide bulletin board space (one in each unit work at 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 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 30th 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 Transportation Payroll Specialist (Authorization cancellation forms may be obtained from the Transportation Payroll Specialist) during the period September 1st through September 15th 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, color, religion, national origin, ancestry, marital status, sex, age, disability or sexual orientation.

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, 2018 through June 30, 2019. 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 31st immediately prior to the fiscal year in question.

## **J. AGREEMENT, EXECUTION AND COPIES**

This Agreement will be available online through the District HR website. See link below.

<https://sites.google.com/a/dcsdk12.org/human-resources/>

## **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 performance pay structure, may be initiated by either party by submitting a written request to the other on or before March 1<sup>st</sup>.

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.

a. The parties agree not to introduce entirely new topics without mutual agreement. This does not preclude extending topics already opened as long as extension is reasonably related to the matters under discussion.

b. The party bringing a topic forward may remove the topic

at any time during the negotiation process. If a topic is brought forward by both parties, the topic may only be removed with mutual consent.

5. 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 and formal action by the transportation employees and the Board of Education.

6. 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.

7. 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.

8. 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) 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 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 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 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 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 finder. The other party shall be responsible for the cost of its' copy of the transcript, should it desire one.

9. 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 Board prior to presentation to the Union Membership, and that subsequent formal ratification by the Union Membership 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.

10. 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. MEETINGS WITH THE SUPERINTENDENT**

At the request of either party, the Superintendent or his/her designee will meet with up to three (3) authorized representatives of the Union.

## **N. PAST PRACTICE**

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

## **O. 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.

Once a grievance has been filed, ATU may conduct its' own independent investigation; however, no employee or witness will be compelled, taken away from his or her duty time, nor paid by the District to cooperate with ATU investigation.

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 fifteen (15) 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 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. 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 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 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

working  
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Resources  
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Union must serve written notice upon the District within seven (7) days of the decision of the Director of Human Resources stating its intent 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 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 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 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:
  - Date of filing;
  - A statement of the nature of the grievance;
  - The provision of this Agreement or Board Policy alleged to have been violated;
  - The remedy requested;
  - Signature of the aggrieved party and date;
  - 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:
  - Date of grievance
  - Date filed or received;

- Date of hearing or meeting;
- Persons present at the hearing;
- Decision of the hearing official;
- Signature of the hearing official;
- 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 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.

## **P. TEMPORARY ASSIGNMENTS**

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. Refer to Section II D. for route selection procedures.

## **Q. REDUCTION IN FORCE**

A reduction in force (RIF) may become necessary due to financial, operational, or other budgetary reasons impacting the operations of the District. A RIF, as defined here, occurs when one or more employees will become unemployed as a result of the elimination of positions or headcount and in which no other position within that job classification exists at the time of the RIF.

When a RIF occurs, one or more of the following selection criteria will be used to determine which positions/employees will be impacted:

- Performance evaluation ratings
- Disciplinary action records
- Attendance records
- Special skill sets that meet the operational needs of the route/department

When the above criteria do not sufficiently differentiate, employees being considered for reduction in force, then years of service will be used to make the final selection decision.

In the event of a RIF, a Committee will be formed to apply the above selection criteria and determine which positions will be impacted. The RIF Committee will consist of an equal number of ATU and District representatives.

Employees selected for reduction in force will be given as much notice as is required by law or as much as is reasonable under the circumstances.

## **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 approved leave of absence shall not constitute a break in the continuous service record. The Benefits Department will process and administer FMLA leave, which will run concurrently with all applicable leave of absences.

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.

A leave of absence is time allowed away from work, generally for a defined period of time, to cover medical or other limited circumstances occurring in an employee's life. DCSD offers the following types of leaves of absence:

- Family and medical leave (FMLA)
- Medical leave (non-FMLA qualified)
- Military leave
- Adoption leave
- Other leaves of absence

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.

For more information on leaves of absence, see Superintendent policy GBGF-Leaves of Absence.

[https://www.dcsdk12.org/sites/default/files/boardofeducation/policies/gpolicies/GBGF\\_rev\\_8-21-14.pdf](https://www.dcsdk12.org/sites/default/files/boardofeducation/policies/gpolicies/GBGF_rev_8-21-14.pdf)

2. Sick Leave.

- a. Employees who are scheduled to work a minimum of 20 hours per week or a .5 full-time equivalent (FTE) and at least nine (9) months are eligible for sick time. Employees within their first year of employment may receive up to three (3) days advancement of their sick leave within the school year for coverage related to a serious medical condition. Documentation must be provided to your supervisor. An employee will move to the next accrual rate on the next payroll following the qualifying anniversary of their employment. Sick days accumulate without limit. Employees will not earn sick leave for hours worked in excess of 40 hours per week. Sick leave will accrue per pay date as follows:

**Sick Accrual Calculation**

Months in District	Accrual per Month
0-59 months	“X” multiplied by 0.027043/scheduled months per year
60-83 months	“X” multiplied by 0.030899/scheduled months per year
84-107 months	“X” multiplied by 0.038687/scheduled months per year
108+ months	“X” multiplied by 0.042630 scheduled months per year

**“X” = scheduled annual**

**hours”**

**\*scheduled annual hours = scheduled weekly hours/5 x scheduled days per year**

b. Use. Full-time employees may use up to a maximum of seven (7) hours of sick leave per day and a part-time employee may use up to four (4) hours of sick leave per day based on what has been earned and is available 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, domestic partner, child, or parent. Extenuating circumstances may be considered by the supervisor.

Employees can be required to provide proof of illness, fitness to return to duty or proof of fitness to continue to perform duty. Employees who are out sick the day before or day after a holiday must provide a note from the doctor verifying that the employee or a member of the employee’s immediate family was eligible for sick leave. This note must be submitted to the management team on the first day of the employee’s return to work in order

require for the employee to be paid for the holiday. At any time, DCSD may require an employee to be examined by a physician designated by DCSD at DCSD’s expense.

Sick leave may only be taken on scheduled work days.

All use of sick leave shall be reported and recorded in actual time.

c. The attendance policy may not be changed or modified without the mutual consent of both parties.

3. Short Term Disability Insurance.

The District will provide Short Term Disability Insurance (STDI) to provide limited income continuation for employees who have an extended non-occupational accident or illness - subject to the following conditions:

- a. Eligibility. STDI benefits are available to employees on the first day of the month following ninety (90) days of employment.
- b. Employee Must Be Disabled. STDI benefits are only available to cover absences due to a non-occupational accident or illness of the eligible employee.
- c. Application. Employees who are unable to work due to a non-occupational accident or illness may apply for STDI. The vendor providing STDI benefits to the District will determine the process for administering STDI according to applicable Plan Document.

Elimination Period - STDI. The waiting period for Short Term Disability Insurance is 14 calendar days for Disability caused by illness or accidental injury, not work related. The employee will use his/her own balance of paid leave time to cover the 14 calendar days or dock time will be assessed. The employee must exhaust all of his/her available personal and sick time before benefits will be paid by Short Term Disability Insurance.

- d. Multiple Requests. Each succeeding request for STDI benefits from an employee during each school year will be considered to be a new request and is subject to the applicable elimination period. A temporary recovery period is available should the employee return to work and cannot continue to work due to the same cause. The allowable period of recovery during the Maximum Benefit Period is a total of 90 days of recovery.

- e. STDI Benefits. An employee is eligible for up to a maximum of eleven (11) weeks of STDI for each qualified non-occupational accident or illness.
- f. Program Administration. The vendor providing the STDI benefits in conjunction with the District Benefits Office will administer the STDI program in accordance with the applicable Plan Document will determine operating guidelines and consider requests for benefits. Decisions regarding the granting of STDI benefits are determined by the vendor; and if the claim is denied the employee can request a review of the denial. The request for a review must be in writing and within 180 days after receiving notice of the denial.
- g. Records. The vendor providing STDI benefits shall maintain all records and make forms, guidelines and procedures available to employees through the District Benefits Office.
- h. Long-Term Disability. Employees who are unable to return to work due to an accident or illness, for which they are receiving STDI benefits, will be eligible for Long Term Disability benefits. The Short-Term Disability claim will be transferred automatically to the Long-Term Disability team for review and determination of the LTD claim. If approved, Long-Term Disability benefits would begin immediately following the conclusion of STDI benefits with no break in benefits.

4. Personal Leave

From time to time employees must take care of personal or emergency matters that cannot be handled outside of scheduled work. Such occasions may be home maintenance, family events, mortgage closings and other personal matters.

To avoid hardship on fellow employees, personal time should be scheduled and approved in advance by your supervisor. On occasions, requests may be denied due to organizational needs.

- a. Eligibility. Employees scheduled to work 20 hours or more per week and for 9-months are eligible. Two (2) personal days will be granted every July 1 for employees who are paid on a salary basis and August 1 for employees who are paid on an hourly or accrual basis. Personal days accumulate up to a limit of 4 days and any personal days granted in excess of this limit will be added to an individual's sick leave accrual. Pay will be based on an employee's average scheduled hours worked per day. Three (3) additional personal leave days may be



subtracted from the employee's sick leave balance. Employees must submit supporting documentation to their supervisor for approval in order to convert additional sick leave days for extenuating circumstances. All use of personal leave shall be reported and recorded in fifteen (15) minute increments in accordance with procedures set by the District.

<b>Start of Work</b>	<b>Days of Personal Leave Granted</b>
July 1 – September 30	2 Days
October 1 – December 31	1.5 Days
January 1 – March 31	1 Day
April 1 – June 30	.5 Day

- b. Personal leave may not be taken for recreational or personal pleasure reasons.
  - c. Personal leave may only be taken on scheduled work days.
5. Jury Duty Leave. Employees shall be granted leave with pay for work missed due to service on juries when officially summoned.
  6. Court Appearance Leave.
    - a. 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.
    - b. 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 vacation or personal leave or otherwise take the time off unpaid.
  7. 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. The employee's family includes the employee's spouse, qualified domestic partner, children, grandchildren, parents, grandparents, siblings, and the employee's spouse's family and the domestic partner's family. If additional time off is needed employees can take available vacation, personal time, or unpaid time off.

8. 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.

10. 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 route or 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.

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 Management Committee (LMC) for review. The LMC will convene within 5 working days to determine if the request should be granted. The decision the LMC shall be final and binding and no further appeal will be granted.

11. Travel Leave.

(90) Employees may be granted a leave of absence without pay for up to ninety 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.

12. 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 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 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 employee's direct supervisor.

All Union business leaves are without pay unless expressly provided otherwise in this Agreement.

Union leave includes required international ATU conventions (President and one delegate attend), steward training, financial training, and contract language classes.

13. Vacation Leave.

Currently drivers are not eligible for vacation. To be eligible for vacation, employee's position must be listed as a .5 full time equivalent (FTE) and 260 annual work days. Hours worked from multiple positions and from the same budget will be combined for eligibility purposes. Should a driver become eligible for vacation, annual vacation time and accrued rates are detailed in the employee guide.

14. Holiday Pay. (See table below.)

**9-Month Employees (169 –249 Days Worked/Year)**

<b>Holidays Awarded Based on Months of Service</b>	<b>Holidays Recognized</b>
0-48 mo. = 5 holidays	Labor Day (1) Thanksgiving (1) Christmas (2) New Year's Day (1)
49+ mo. = 10 holidays	Same as above plus: Martin Luther King Day (1) President's Day (1) Memorial Day (1) Independence Day (1) The day after Thanksgiving (1)

**12-Month Employees (250-261 Days Worked /Year or work a 4- track calendar)**

<b>Holiday</b>	<b>Number of Days</b>
Labor Day	1 Day
Thanksgiving	2 Day
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. The New Year holiday will align with the district calendar.
- b. Whenever an employee works on a District observed holiday, the employee will be paid for a minimum of three hours at a rate of time and one half for all hours worked or an on-site cancellation.
- c. A holiday must fall on an employee's scheduled work day in order to receive full holiday pay.
- d. An employee must have worked their regularly scheduled work day immediately before and after the holiday in order to qualify for holiday pay with the exception of any pre-arranged time off . Holiday time is not counted as hours worked in the computation of overtime.

**S. RETURN FROM LEAVES OF ABSENCE**

1. Return from Short-Term Leave of Absence. An employee returning to 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 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 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 BENEFITS

1. Health/Medical Plan. The District shall make a monthly contribution toward the available medical coverage selected by the employee for those employees covered by this Agreement.

2. Dental Coverage. The District shall make a monthly contribution for dental coverage for those employees covered by this Agreement.

3. Vision Coverage. Vision coverage is available to employees covered by this Agreement who qualify according to the table of scheduled work hours/year. Vision premiums are employee paid.

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. Coverage begins 90 calendar days after the employee's hire date.

5. Disability Insurance. The District shall provide a long-term disability protection plan and will pay the premium for it. Coverage begins 90 calendar days after the employee's hire date.

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.

The District is committed to open, two-way  
communication between  
employees and the Benefits Department. To  
encourage employees to offer  
suggestions and ideas and provide feedback  
about the District's benefits plans, the  
Benefits Department will maintain an open-  
door policy. Employees may voice  
their suggestions to the Benefits Department  
face- to-face, by email, or by  
telephone.

8. 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.

9. 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 procedure 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.

10. 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 who are injured on the job must  
complete and submit a worker's  
compensation claim form to the  
Transportation Supervisor within 24 hours. The  
Transportation Supervisor will submit the  
claim form to the Worker's

Compensation Manager. Failure to file a report within the 24 hour period may result in the denial of the claim. Below is a link to the claim form:

[https://www.dcsdk12.org/sites/default/files/humanresources/Workers\\_Compensation\\_Form.pdf](https://www.dcsdk12.org/sites/default/files/humanresources/Workers_Compensation_Form.pdf)

Employees who are absent due to work related injuries covered under Worker's Compensation may use accrued sick leave or personal leave in one-hour increments to make-up resulting loss of income. Upon request, employees may convert sick and personal leave balances to supplement their pay while out on worker's compensation leave. The supplemental pay an employee receives will not exceed their normal paycheck.

If a doctor removes an employee from work due to a work-related injury, for less than fourteen (14) days, the first three days are not paid by workers compensation insurance; and the employee may use sick or personal time to supplement their pay. The remaining days will be paid at two-thirds of the employee's average weekly wage.

If the doctor removes an employee from work for fourteen (14) days or longer, worker's compensation insurance will pay two-thirds of the average weekly wage for the total amount of time the employee is out of work. In this case, the District will need to recover the two-thirds time off that was paid to the employee for the first three days, and reinstate the employee's leave balance.

Worker's compensation payments are paid every two weeks via check and mailed to the employee's home.

Note: If a notice of contest claim is filed on your worker's compensation claim, payment may be delayed until a full investigation has been completed.

11. Liability Insurance. The District recognizes 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.

12. Legal Liability. Any employee charged with committing a crime during the performance of official work duties who provide proof of exoneration may apply for reimbursement of legal expenses through the Superintendent or his/her designee. The decision of the designee on whether to reimburse is entirely within the discretion of the Superintendent or his/her designee. Acquittal of criminal

charges does not necessarily mean exoneration and the conduct leading to the criminal charge may still result in discipline regardless of the outcome of any criminal proceeding.

## **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 up to two (2) hours, for their actual physical examination at the employee's straight hourly rate of pay. Administrative Assistants will do their best to schedule physical examinations during work hours, or within one (1) hour before or after the start or end of the employee's shift. Such time spent will be used in the computation of overtime after forty (40) hours of work. It is not the responsibility of the Administrative Assistants to remind the driver of his/her



physical or other expiration dates.  
Employees are responsible for maintaining  
their CDL and DOT physicals; and this is a  
condition of employment.

The District will pay for one driver DOT  
physical each year or at year of  
renewal. Any additional cost to maintain the  
DOT during that year is the  
responsibility of the driver. This includes,  
but is not limited to, any DOT  
extensions for sleep apnea testing, blood  
pressure problems or BMI concerns.

Employees may go to their own doctor for  
any additional testing that is required,  
and provide the DOT with the test results.

The driver is responsible for his/her  
transportation to and from the DOT  
physical ovation. District vehicles are not  
provided nor does the District pay  
mileage for the employee to drive their  
personal vehicle to and from the testing  
site.

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

### **1. Breaks.**

- a. Employees who work thirty-five (35) hours or more per week will be allowed one-half (½) hour uninterrupted unpaid lunch period, except in emergencies.
- b. Driving employees will be allowed a paid fifteen (15) minute break for four (4) hours of paid work time per day. Driving employees who work (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. 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 DELAYS AND 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 Terminal Manager.

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.

b. Essential personnel reporting to work will be paid a minimum of 2 hours.

3. In the event of an adverse weather closure the following apply:

a. Only essential personnel are to report to work at the affected sites. Essential personnel are those employees pre-determined by the site supervisor. Additional essential personnel will be selected off of the short-term list. Responsibilities of essential employees include responding to the type of situation causing the closure or performing a time sensitive or critical DCSD function that would have an adverse impact on DCSD if not performed on a specific day.

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 first emergency closure day as long as the employee completes a specially designated Professional Development assignment and/or class within 30 days of the emergency closure day. Regarding this, Transportation Management will communicate to employees: what the assignment and/or class is, the process for completing the assignment and/or class, and the required documentation to demonstrate the employee has completed the assignment and/or class. If the employee does not provide the required documentation to demonstrate that s/he has completed the assignment and/or class, their pay will be docked (or the employee may use available leave time) for the emergency closure day on the first payroll following the 30 day-completion window.

c. Non-essential employees may choose to use available personal leave to adjust for the lost hours otherwise, the employees will not be paid for their normally scheduled hours on emergency closure days.

d. Non-essential employees who report to work before the emergency closure/snow day was called must clock out immediately and will only be paid from the start of their scheduled shift up until the time the emergency closure/snow day was officially called. If employees clock in earlier than the 5-minute rounding window of their scheduled shift, this will be considered fraudulent time reporting and the employee will not be paid for this time. In addition, this act will be subject to disciplinary action.

The one exception to this is, if there is an accumulation of fresh new snow or the temperature is below 10 degrees, employees will be paid as if their start time was 30 minutes earlier. Drivers are to ascertain if these conditions exist from where they live and make the decision whether or not to come in 30 minutes earlier than their route hours. This also includes District 90-minute delay directives. See the Drivers Handbook- Section 10 – Adverse Weather Conditions/School Closings for more information.

e. 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.

f. 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.
2. 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.
3. The employee is responsible for paying for the cost of a Commercial Learner's Permit.

## **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.

#### **AA. TRAVEL TIME**

All travel time must be approved by the Director of Transportation and must be for a time sensitive event or emergency situation. The District shall allow for and pay the actual travel time to employees who have been approved by the Director of Transportation. 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 to cover employees while they perform District services while using their privately-owned vehicle. When employees use their personal vehicle, mileage will be paid equal to the amount allowable by the IRS.

#### **BB. REQUIRED TRAINING**

1. Upon hire, new Bus Operators will be required to sign a New Bus Operator Training Agreement. See Appendix B for a copy of the Agreement.

2. The parties understand that during the probationary period, the employee's primary focus is on learning the job responsibilities related to the 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.

3. 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.

#### **CC. LABOR MANAGEMENT COMMITTEE**

1. Labor-Management Committee. The parties agree to establish a Labor Management Committee (“LMC”), to represent bus drivers. The LMC will consist of the following: one representative from each terminal, one alternate, two transportation managers, a recorder, and a District facilitator. The LMC will also have one member representing special needs drivers and his/her alternate. One person will be appointed to serve as Co-Chair of the LMC. The group will 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 committee 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 Committee 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 Committee 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 employees. Subcommittees shall study the issue(s) assigned to them and their findings and suggestions to the Umbrella LMC Committee.

2. Standing Committees. The District and the Union will work together to create an accident free environment, by developing a supportive venue for drivers who have been involved in any accident. The committee will be outlined as follows:

- a. The committee will consist of the safety manager, one trainer (terminal specific), and one driver (terminal specific) designated by an ATU representative.
- b. Attendance will be mandatory for any driver involved in any accident during that month.
- c. The committee is not punitive, and gives no recommendation on any disciplinary action.

d. The role of the committee is to offer support through a review of the accident details and assistance with any additional training, and coaching needed to help prevent future accidents.

e. The ARC shall meet a minimum of once a month at each terminal, for nine (9) months (September through May) each year, unless there are no accidents for review.

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 scheduled 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.

5. 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 purposes of this Article, the following terms will have the meaning indicated:

1. A "9-Month Employee" works at or between one hundred sixty- nine (169) days and two hundred thirty-one (231) days per school calendar year. A "12-Month Employee" works at or between two hundred thirty-two (232) days and two hundred sixty-one (261) days per school calendar year.

2. Full-time employees are scheduled to work a minimum of one hundred sixty-nine (169) days per year and at least thirty (30) hours each week. The employee is eligible for leave, holiday, and insurance benefits. There are two types of Full-time employees:

a. Full-time Driver:

- Meets eligibility requirements described above and can get additional hours through field trip assignments and additional work.
- Full-time drivers follow the “Voluntary Revolving Work List” procedures addressed in the Contract.
- Part-time employees are scheduled to work a minimum of twenty (20) hours and up to twenty-nine (29.99) hours per week and works between one hundred-ten (110) and one hundred sixty-eight (168) days per year. Part-time drivers are scheduled to work five AM or five PM shifts per week.

3. 110 Driver. A 110 Driver is a driver who works a set schedule not to exceed 110 days per school year. 110 Drivers are not eligible for benefits. If the 110 Driver was previously a driver for the District, the employee will be paid at the rate he/she was paid as a driver at the time of termination. If the employee was not previously a driver for the District, the employee will be paid at the current minimum salary for a bus driver.

4. An “Over the Road” driver is a Full-time driver. The driver’s primary responsibility is to drive trips. Relief assignments for driving routes is a secondary function of the job. The driver’s hours will vary, and can include early mornings, late nights, and weekends.

5. A “Special Needs” driver is a Full-time employee. Special Needs drivers transport students as assigned. This may include midday assignments.

- a. Special Needs drivers may be required to follow an alternative school schedule.

6. Mid-day work is a piece of duty that is separated by one hour or more from the AM and PM route. Employees have the option of applying for a vacant mid-day route that is best for their schedule.

7. Unit is defined as ATU in its entirety.

8. Sub unit is defined by each job classification/position.

## **B. 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 and specialized equipment including ergonomic equipment;
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 may bid on utility work that requires a qualification. (See Appendix A for 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).
10. All stand-alone midday's will be paid a minimum of two (2) hours. Bus operators performing special needs middays 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.
11. 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.



12. 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 applies for and receives an available route during the year.
13. Employees returning from a leave due to a medical condition will be certified by the Human Resources department as to meeting all Department and CDL qualifications prior to returning to work.

### **C. ROUTE SELECTION PROCEDURES DURING THE SCHOOL YEAR**

During the school year when a route becomes available, the route will be posted electronically at all terminals for a minimum of five (5) working days. Individuals interested in the route must notify the Terminal Manager via the Route Bid Form on the Transportation page to be eligible for consideration. Employees who have lost their route will have first priority in selecting an open route. If there are multiple employees who have lost their route, employees will be selected based on their evaluation rating. Employees will be selected based on the most recent and the prior year's evaluation rating. Other selection criteria will be annual attendance; preventable accidents, ride check and CDE test scores from previous year. If ratings are equal, the decision will be based on years of service. Employees who do not have the documented scores will be selected based on an interview. If no one who applied for the route accepts the offer, that route will be reposted.

Bus operators may change routes a maximum of three (3) times during the school year.

### **D. VOLUNTARY REVOLVING WORK LIST (VRWL)**

#### For Full-time Regular Drivers

Full-time regular drivers that have volunteered and who refuse 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.

#### Short Term List.

Any driver who has volunteered and 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 driver 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.

### Long Term List.

The purpose of the Long-Term List is to provide the District with a ready pool of drivers willing to accept extra work of varied times and duration. Drivers 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. Notification of Transfinder Assignment. Employees who are on a leave have the responsibility to contact the Dispatch Office, prior to the beginning of their return duty, to determine if they have been assigned work.

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. Any work assigned with less than a 48-hour notice is considered short-term.

- 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.

The District shall notify drivers on the job or by telephone when work is available. If a message is left, the driver has five minutes to respond before dispatch notifies the next person on the list. In the event a driver refuses work when notified, the list will be noted "R." A driver 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 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.

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.

**IV. JOB CLASSIFICATIONS/WAGES/EVALUATION/PAY INCREASES**

**A. RATES OF PAY AND PAY INCREASE.**

Employees in the Transportation Bargaining Unit who are hired prior to March 1 and received an evaluation for the current school year, will be paid according to the following table:

1. TRANSPORTATION RATES OF PAY COMPENSATION TABLE

Position/Unit	Min.	Max.
Bus Driver	16.06	24.93

**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. 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 paperwork 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.

#### **D. RETENTION PAY**

Employees of the Douglas County Schools ATU Bargaining Unit are eligible to receive an \$800 retention pay, paid out on the June payroll, if they meet the following criteria:

- Employees must have received an effective or higher rating on the performance evaluation for the current school year.
- Employees must be employed for the full school year in order to be eligible to receive retention pay for that year.
- Employees must sign a retention pay agreement at the beginning of the school year, or upon hire.

#### **E. OVERTIME**

Any hours physically worked which exceed 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.

#### **F. UNUSED SICK LEAVE PAYOUT**

A regular part-time or full-time employee with ten (10) years of continuous service will be paid the balance of his/her unused sick leave at a rate of \$7.00/hour, up to a maximum of one thousand forty (1040) hours upon separation with the District.

#### **G. ADDITIONAL RESPONSIBILITY PAY**

Employees who 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.

### ***APPENDIX A – UTILITY WORK***

Job packages may include such things as pupil transportation to and from school and

activities transportation. Job packages may also include certain utility driving responsibilities such as:

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

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
- facilities support

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

- painting (skill), seat repairs (skill)
- surveys, inventory control (skill), cleaning

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.



# **APPENDIX B – NEW BUS OPERATOR TRAINING AGREEMENT**

Date

Employee Name Address

RE: New Bus Operator Training Agreement

Dear Employee Name,

Welcome to Douglas County School District! We are pleased to have you as part of our Team. As a new Bus Operator, the District is making a significant investment in you to ensure that you receive the training and resources you need to be successful.

As part of that investment, you will be trained and prepared to receive your Commercial Driver's License, a commodity that is known to increase your employability. The cost to prepare a fully qualified Operator (the point in which an Operator is released to drive without supervision) is approximately \$3000.

This agreement is to help ensure that the District's resources and investments are protected. As a fully qualified Operator, should you make the decision to leave the District within one year of employment, you agree to re-pay Douglas County School District a portion of the \$3000 investment according to the schedule below:

Time of Service	Repayment Percentage	Repayment Amount
$\geq 3$ months but less than 6 months	75%	\$2250
$\geq 6$ months but less than 9 months	50%	\$1500
$\geq 9$ months but less than 1 year	25%	\$750
$\geq 1$ year	0%	\$0

Please be aware that should there be extenuating circumstances arise regarding this agreement, Human Resources will review the situation and make a determination on a case-by-case basis.

