

AGREEMENT

between

AMALGAMATED TRANSIT UNION, DIVISION 1563

and

SCHOOL DISTRICT NO. 1

IN THE CITY AND COUNTY OF DENVER AND STATE

OF COLORADO

August 1, 2015 – July 31, 2018

Contents

ARTICLE 1- DEFINITIONS	4
ARTICLE 2- RECOGNITION	7
ARTICLE 3- UNION INFORMATION	8
ARTICLE 4- NEGOTIATIONS	12
ARTICLE 5 – GRIEVANCES	14
ARTICLE 6 - LAYOFFS, RECALLS and TRANSFERS	21
ARTICLE 7(A) - SENIORITY (BUS OPERATORS).....	21
ARTICLE 7 (B) - SENIORITY (MAINTENANCE)	23
ARTICLE 8-APPRAISAL AND QUALIFICATIONS	25
ARTICLE 9(A) -WORKWEEK (BUS OPERATORS).....	25
ARTICLE 9(B) - WORKWEEK (MAINTENANCE).....	26
ARTICLE 10 - RUN BOARDS	29
ARTICLE 11 - REPORTING TIME.....	35
ARTICLE 12 - VACATIONS	36
ARTICLE 13 - HOLIDAYS	36
ARTICLE 14 - ACCIDENTS	37
ARTICLE 15 - SCHOOL STAFF AND BUS OPERATOR RELATIONS.....	37
ARTICLE 16 - COURT APPEARANCES.....	37
ARTICLE 17 - CLOTHING AND EQUIPMENT ALLOWANCE.....	38
ARTICLE 18 - TRAINING	39
ARTICLE 19 - TRANSPORTATION EMPLOYEES PROTECTION FROM ASSAULTS	40
ARTICLE 20 - SELECTION & ASSIGNMENT OF TRANSPORTATION EMPLOYEES	40
ARTICLE 21 - LEAVES OF ABSENCE	43
ARTICLE 22 - INSURANCE.....	47
ARTICLE 23 - SALARIES.....	48
ARTICLE 24 - COMPENSATION FOR UNUSED SICK LEAVE	49
ARTICLE 25 - INDIVIDUAL MERIT PAY	50
ARTICLE 26- MISCELLANEOUS	50
ARTICLE 27 – RISK MANAGEMENT.....	51

DENVER PUBLIC SCHOOLS AMALGAMATED TRANSIT UNION

AGREEMENT

The Board and the Union recognize and declare that providing a quality education for the pupils in the Denver Public Schools is the paramount aim of this School District, and that the character of such education depends, in part, on the quality and morale of the transportation personnel of the District.

The Board and the Union further recognize and declare that:

The Board of Education, under law, has the final responsibility of establishing policies for the School District.

The Superintendent and the Superintendent's staff have the responsibility of carrying out the policies established.

Transportation personnel have the responsibility of providing the best possible transportation services.

Attainment of the objectives of the education program of the District requires mutual understanding and cooperation between all concerned. To this end, good-faith negotiations between the Board and the Union, with a free and open exchange of views, are desirable.

It is recognized that providing transportation services requires the possession of specialized training and qualifications, and that the success of such services conducted in the public schools of the District depends upon the cooperation of well qualified Employees, who are reasonably well satisfied with the conditions under which their work is rendered.

This agreement herein, when ratified by the Amalgamated Transit Union, Division 1563, and adopted by the Board of Education shall constitute the entire agreement between the Union and the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado.

ARTICLE 1- DEFINITIONS

1.1 Definitions

As used herein the following terms shall have these meanings:

- a. The term "community" as used in this Agreement shall include parents, the School Improvement and Accountability Council and its school-based sub-committees where appropriate, and other Denver community members as determined by the Superintendent.
- b. "District" and "Denver Public Schools" mean School District No. 1 in the City and County of Denver and State of Colorado.
- c. "Board" means the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado.
- d. "Superintendent" means the Superintendent of schools of School District No. 1 in the City and County of Denver and State of Colorado.
- e. "Union" means the Amalgamated Transit Union, Division 1563.
- f. "Employee" means a person employed by the District and represented by the Union in the negotiating unit as defined in Article 2.
- g. "Active Service" in the District, as used in determining eligibility to receive benefits, as contrasted with determination of the amounts thereof, shall mean all periods of regular employment with the District during which the Employee received payments made to that Employee in accordance with that Employee's annual compensation on the active payroll of said District. Sabbatical leaves, military leaves, and other permitted absences shall not be regarded as an interruption of the continuity of active service but shall not be includable as active service; except in the case of military leaves as may be otherwise prescribed bylaw. Active service for casual employment shall mean such service for which the Employee received wages or salary on the active payroll of the District. Whenever the term active service is used with reference to service of a regular or casual Employee with any employer other than the District, said active service shall be determined in a manner consistent with the definition of active service with the District.
- h. The term "day(s)" or "workday" as used with respect to sick leave, vacation time or personal leave shall mean the number of hours an Employee works during a normal work shift, not to exceed eight (8) hours.

1.2 General

- 1.2.1 Pursuant to the laws of the United States and of the State of Colorado, the Board shall continue its policy of not discriminating against any Employee nor unlawfully restricting the rights of Employees as citizens on the basis of race, , color, gender, sexual orientation, gender identity, transgender status, religion, national origin, age, marital status, pregnancy status, veteran status, , disability, membership or non-membership in any organization, legitimate activity in the Union, or such other specified human or civil rights as may be protected by statute.
- 1.2.2 The Union shall continue to admit persons to membership without discrimination on the basis of race, color, gender, sexual orientation, gender identity, transgender status, religion, national origin, age, marital status, pregnancy status, veteran status, disability, or membership in any organization.
- 1.2.3 This Agreement constitutes Board Policy for the term of said Agreement and the Board and the Union will carry out the commitments contained herein and give them full force and effect.
- 1.2.4 The Board and Union recognize that the Board has certain powers, discretion, and duties that, under the Constitution and Laws of the State of Colorado, may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any Employee covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
- 1.2.5 In case of any direct conflict between the express provisions of this Agreement and any Board or Union policy, practice, procedure, custom, or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
- 1.2.6 The Union and the Board agree that differences between parties shall be settled by peaceful means as provided in this Agreement. The Union, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any Employee covered by this Agreement and will undertake to exert its best efforts to discourage any such acts by any such Employees.
- 1.2.7 This Agreement constitutes the entire Agreement between the Amalgamated Transit Union, Division 1563, and School District No. 1,

Denver, Colorado. This Agreement terminates and supersedes all agreements, articles, procedures, and rules or regulations concerning the matters covered herein. No additions, waivers, deletions, modifications, changes, or amendments of this Agreement shall be made during its life, except by mutual consent, in writing, of the parties.

- 1.2.8 The provisions of this Agreement, which do not require expenditure of District funds, shall be effective as of the date of this Agreement. All provisions of this Agreement requiring expenditure of funds, including salary increases, shall be effective in accordance with the Salary MOU signed each year with the District.
- 1.2.9 The parties recognize that the Board has the responsibility and authority to establish policies and regulations for the management of all the operations and activities of the District and all lawful rights and authority of the Board not modified by this Agreement are retained by the Board.
- 1.2.10 Trial Periods: All new Employees must serve a 90-Workday trial period. During this 90-Workday trial period, an Employee may be discharged without limitation or action by the Union.
 - 1.2.10.1 Employees hired from outside the District shall be considered new Employees.
- 1.2.11 Any Employee, who is assigned to a higher paying position within the District on a temporary basis for five (5) or more continuous workdays, will be paid at the rate of pay assigned to the higher position for as long as the Employee is continued in that assignment.
- 1.2.12 The workweek for all Employees will be Monday through Saturday.
 - 1.2.12.1 Full-time Bus Operators and maintenance Employees will be scheduled to work 40 hours per week to provide necessary and efficient service to student transportation and service of equipment.
 - 1.2.12.2 Part-time Bus Operators will be scheduled to work hours according to the bus routes bid or assigned.
 - 1.2.12.3 Other transportation Employees will be assigned to provide necessary and efficient service to student transportation and related needs within the Transportation Department.

1.2.13 If an Employee works over 40 hours in any workweek, the Employee shall be paid on the basis of one and one-half times the Employee's regular rate of pay for the time in excess of 40 hours per week.

1.2.13.1 Time worked by an Employee on Sunday or an approved school holiday shall be compensated at one and one-half times the Employee's regular rate of pay.

1.2.14 Employees who are asked to report for work on scheduled days off and are not used shall receive an allowance of four (4) hours at the regular rate of pay. This does not apply if the Employee's assignment is canceled at least 12 hours before the assignment was to begin, provided there is a concerted effort to personally notify the Employee.

ARTICLE 2- RECOGNITION

2.1 Recognition

The Board has recognized the Union as the exclusive representative for all Employee classifications described in Article 2.4 of this Agreement for the purpose of negotiations with respect to salaries, wages, hours, and conditions of employment.

2.2 The Board hereby reaffirms recognition of the Union and agrees that the Union shall continue as exclusive representative in accordance with Denver Board of Education Resolution 2056.

2.3 Exclusive Use

All privileges granted to the Union under the terms and provisions of the Agreement are for the exclusive use of the Union.

2.4 Bargaining Unit

The Board recognizes the Union as the exclusive representative of the following Employees: Operators, mechanics, vehicle maintenance technicians, Vehicle Service Technicians I and II, and parts/tool room/counter clerk personnel.

2.5 Successors and Assigns

The District shall notify the Union upon the District's formulation of an intent to, in any manner, transfer, alienate, or subcontract any portion of any department as it should pertain to the members of the bargaining unit covered by the Agreement with Amalgamated Transit Union.

- 2.5.1 If the District determines that it will issue a Request for Proposal (RFP) for the subcontracting or transfer of any portion of the operations listed in Article 2, it shall immediately notify the Union. The Union shall have the opportunity for input into the preparation of the RFP by the District and a copy of the RFP shall be made available to the Union for response and bid.
- 2.5.2 The District shall provide the same information, which may be distributed, to any potential subcontractor for the purpose of preparing a bid in response to any such RFP in connection with the operations listed in Article 2 in order to allow the Union to prepare such a bid.
- 2.5.3 In any such RFP, the District shall notify potential subcontractors of the existence of the collective bargaining agreement and will state that the Union is the exclusive bargaining agent for the bargaining unit and shall require that any successful subcontractor shall abide by any and all state or federal laws that apply and make good faith efforts to employ the unit Employees currently performing such work for the District, who might be displaced from employment with the District as a result of any such subcontracting.

ARTICLE 3- UNION INFORMATION

3.1 Organization Participation

Employees shall have the right to join and participate in the activities of the Union. The Union shall admit Employees to membership without discrimination. The Union shall represent all Employees in the unit equitably and fairly in all negotiable matters without regard to race, creed, color, national origin, age, sex, marital status, disability, or membership in the Union.

3.2 Records and Reports

- 3.2.1 When a transportation Employee is appointed on an annual salaried basis, promoted, or transferred to another position, Human Resources shall furnish to the Union an approved copy of the Personnel Report submitted to the Board of Education which indicates such change.
- 3.2.2 Human Resources shall, upon request from the Union, furnish to the Union a list of all annual salaried and hourly transportation personnel, including all data requested which is necessary or relevant to effective representation by the Union.

3.2.3 The Union shall be entitled to receive, upon request, a written copy of any new or changed District practice, procedure, or policy which affects all or any specified group of Employees, or is relative to any item contained in this Agreement.

3.3 Dues Deduction

3.3.1 The School District agrees, upon written authorization of an Employee member of the Union, to deduct from the pay of such Employee dues owed to the Union, and forward the same to the financial secretary- treasurer of the Union.

The District shall withhold from the salary of all Employees in the bargaining unit represented by the Union an amount equal to the dues. The amount of money to be withheld and transmitted to the Union shall be an amount equal to the total dues of the Union prorated on a monthly basis in accordance with Article 3.3.1. The following conditions for such withholding shall be in effect:

Employees wishing to revoke from the Union may do so by obtaining a revocation form from the Union office at 4700 Oakland St., Suite 152 Employees may also revoke at the terminals at reasonable times specified by the Union. No other letter or form will be honored by the Union or District.

Such revocation shall be for one membership year at a time and may be done each year during the period September 1 to September 15.

No later than September 16, the Union will hand deliver those revocation forms to the Denver Public Schools Payroll Department.

Effective September 1, 2013 employees wishing to revoke from the Union must do so at the Union office during normal business hours on specified dates. Such revocation period will be from September 1st to September 7TH each year. The revocation shall remain in effect until said employee signs a Union card renewing his/her membership.

The Union agrees that the Board and District will be saved harmless in any action arising from the compliance with this Article. In the event the membership of the Union votes to increase dues, the deduction for said increase shall commence 30

days after the School District has been notified by the business agent of Amalgamated Transit Union, Division 1563.

3.3.2 Effective September 1, 2013, it will be possible to revoke dues to the Union only during the period September 1 to September 7 of each year.

3.4 Union Officers

3.4.1 Any member of the Union, who is elected or appointed to any office therein, which shall require the member's absence from employment of the School District, shall be granted a leave of absence upon approval on retiring from said office shall be given the place formerly held in the service of the School District with seniority rights and all other provisions as outlined in Article 7 of this Agreement.

3.4.2 The President of the Union or authorized designee shall be allowed to visit the transportation terminals. Prior to arrival at the terminal, the President or designee shall notify the supervisor or manager in charge in order to facilitate the purpose of their visit. Visits that are made to solve special problems of transportation Employees shall be arranged for in advance with the Executive Director of Transportation and Support Services or designee.

3.4.3 When representatives of the Union are required to attend a meeting or activity scheduled by the District in relation to District business and during working hours, they shall be released from regular duties without loss of pay for such time as attendance is required at such a meeting or hearing. When required to attend such meetings outside regular working hours, they shall be paid for such meetings as straight time, up to 40 actual hours and at overtime after 40 actual hours worked.

3.4.4 From and after January 1, 1983, and retroactive to January 1, 1978, the position of Union President shall be considered active service with the District for retirement and all other purposes under policies and procedures governing the retirement plan.

3.4.5 In addition to the Union President or his/her designee, the Union will provide one representative from the Bus Operators' classification and one representative from the maintenance classification to meet with management on a regularly-scheduled basis (without loss of pay) to discuss topics of interest to the parties such as LMC Meetings.

3.4.6 The Union shall reimburse the District for the salary and benefit costs of any Employee released from his/her work assignment to conduct

business on behalf of the Union, unless otherwise provided in this Agreement.

3.4.7 The President or designees of the Union may request up to a total of 15 workdays per year for Union business without loss of pay.

3.5 Bulletin Boards

The Board will provide a bulletin board in each Transportation Department facility to be used by the Transportation Employees for the posting of notices of the following types:

Recreational and social events

Notice of transportation meeting and news

Notices governing work assignments.

The bulletin boards shall not be used to disseminate propaganda, the posting or distributing of political material or matters, or materials that in any manner could be construed to be improper toward fellow Employees.

3.5.1 The Union shall have an enclosed and locked bulletin board at each Facility.

3.5.2 The Union shall have the use of school mail subject to applicable District regulations.

3.6 Personnel Records and Files

3.6.1 The Employee's official personnel file may be examined by that Employee, subject to the Colorado Open Records Law.

3.6.2 Material originating within the School District and which is derogatory to an Employee's conduct, service, character, or personality shall not be placed in the file unless the Employee has had an opportunity to read the material. The Employee shall acknowledge that such material has been read by signing on the actual copy to be filed. Such signature does not indicate agreement with the content of such material.

3.6.3 Supervisory personnel desiring to place a letter of reprimand or other derogatory material in an Employee's file may first issue a letter of warning that such alleged behavior or action is inappropriate. However, when the supervisor justifiably determines that the behavior or actions of the Employee are of such a serious nature as to warrant a letter of reprimand, such letter of reprimand may be issued by the supervisor in

the absence of a letter of warning. No such letters of reprimand shall be forwarded unless the allegations contained therein are established by evidence.

- 3.6.4 The District shall not use any derogatory material, warnings, reprimands or adverse Driver Observations which have been in an active Employee's file for *more than* three (3) years, so long as such material does not relate to the safety, physical and moral well being of children and adults. Upon written request by the Employee the above shall be removed from an employee file. The District shall have the exclusive responsibility to determine if the material will be retained.
- 3.6.5 The Employee shall have the right to answer any material filed and the Employee's answer shall be reviewed by the Assistant Superintendent for Administrative Services or designee and attached to the file copy.
- 3.6.6 The President, business agent, and/or his/her designee may review an Employee's official personnel or department file by producing written permission for such inspection signed each time by the Employee whose file(s) he/she wishes to inspect.

ARTICLE 4- NEGOTIATIONS

- 4.1 Inaugurating Negotiations. Request for negotiations may be made by the Union to the Board, or by the Board to the Union, after March 1 of the year in which the Agreement is to expire. The Superintendent or designee(s) and the Union will inaugurate negotiations as provided in Article 4.1. Negotiations will be held on mutually-acceptable topics and shall be finalized by May 1ST of the year in which the Agreement is to expire, including mediation if necessary, unless extended by mutual consent. The period of the Agreement shall be August 1, 2012 through July 31, 2015. Salary and group insurance provisions are subject to annual negotiations.
 - 4.1.1 Written requests for negotiations between the Board and the Union may be submitted on matters concerning Transportation Employees' salaries, wages, hours, and conditions of employment. Such requests will specify the subject matter to be considered.
 - 4.1.2 A written response will be made within ten (10) working days of the receipt of any such written request.
 - 4.1.3 Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party provided, however, that the first

meeting shall be held within ten (10) working days of such written response.

- 4.1.4 The Board and the Union agree to accept and consider recommendations from the community when modifying this Agreement.
- 4.1.5 The parties to this Agreement recognize that the public has an interest in the negotiations and acknowledge a duty jointly to inform the public of the status and progress of negotiations.
- 4.1.6 During negotiations, the Board and the Union will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.

4.1.7 As of the time they are made available to the Board, the Board will provide the Union with a Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting transportation Employees' salaries, wages, hours, and conditions of employment.
- 4.1.8 If negotiations are scheduled during the workday, the negotiators shall be released from their regular duties with no loss of pay.
- 4.1.9 Either party may use the services of outside consultants and may call upon professionals and lay representatives to assist in the negotiations. Costs incurred shall be borne by the parties requesting such service(s).
- 4.1.10 Tentative agreements reached as a result of such negotiations will be reduced to writing and will have conditional written approval of both parties pending final adoption and approval of the School District budget and ratification by the membership of the Union. After such adoption, approval, and ratification, the final Agreement will be signed by the Board and Union and will become an addendum to this Agreement. If changes in this tentative agreement are necessary as a result of a legal budget adoption process. The Agreement will be subject to negotiation.
- 4.1.11 If negotiations occur during the twenty-four hour period that a negotiator works, then they will be compensated up to a maximum of eight (8) hours at straight time for the time spent in negotiations. Union negotiators may work with their respective management team to flex their work schedule to meet negotiation times.

4.2 Impasse Resolution/Mediation

- 4.2.1 If the negotiations described above reach impasse and if both parties agree that a mediator is needed, a mediator will be chosen with the assistance of the Federal Mediation and Conciliation Services (FMCS) according to the procedures of Article 5.3.5.1.
 - 4.2.2 Any mediation efforts must be concluded by June 1 and will be conducted under rules determined by the mediator.
 - 4.2.3 If mediation is unsuccessful and if both parties agree, the mediator may issue a written report to the parties explaining the matters still at issue.
 - 4.2.4 The parties agree to share the cost of mediation equally.
- 4.3 This agreement may be re-opened by mutual consent at any time.

District Proposal Article 5 - ATU

ARTICLE 5 – GRIEVANCES

5.1 Definitions

5.1.1 A "Grievance" shall mean a written complaint by an Employee or Employees in the Bargaining Unit that there has been a violation, misinterpretation, or inequitable application of an administrative procedure, practice, or personnel policy that affects Employees; or a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement.

5.1.1.1 Unless provided otherwise in the Agreement, an Employee may grieve an alleged violation, misinterpretation, or inequitable application of an administrative procedure, practice, or personnel policy that affects Employees, but only cognizable violations, misinterpretations, or inequitable applications of the Agreement may go to Level III upon the request of the Union.

5.1.1.2 The term "Grievance" shall not apply if: (1) the method of review of a matter is prescribed by law, (2) the Board is without authority to act on a matter, or (3) a Grievance is

specifically prohibited or limited by the terms of this Agreement.

5.1.2 "Party of Interest" shall mean any person who might be required to take action or against whom action might be taken in order to resolve the claim.

5.1.3 "Grievant" shall mean an Employee, group of Employees or the Union asserting a Grievance.

5.2 Purpose

The purpose of this procedure is to secure equitable solutions at the lowest possible administrative level to problems that may arise. To the extent permitted by law and District policy, the Board and the Union shall keep grievance proceedings informal and writings and resolutions confidential as much as appropriate at any level.

5.3 Procedure

Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to expedite the process. Specified time limits will be strictly enforced, and a Grievance not timely presented will be considered waived. The time limits specified may, however, be extended by mutual written agreement.

5.3.1 The Board agrees to make available to the Grievant and the Grievant's Union representative all information in its possession or control not privileged under law that is relevant to the issues raised by the Grievant. The Union agrees to make available to the Board and its representatives all information in its possession or control not privileged under law that is relevant to the issue raised by the Grievant. Printed materials related to grievances will be maintained in the legal department and not in the employee personnel file.

5.3.2 If the Union identifies an Employee as a witness whose testimony will be required at a meeting or hearing pursuant to this Article 5 during the Employee's Workday, the Union shall notify the Executive Director of Transportation at least five (5) Business Days prior to the date of the meeting or hearing absent extenuating circumstances. As long as the Union provides the requisite notice, the Employee will be released without loss of pay for such time as his or her attendance is required at such a meeting or hearing.

5.4 Timing. No Grievance shall be recognized by the District or the Union unless

it is presented at Level I within fifteen (15) Business Days after the Grievant knew or should have known of the circumstances upon which the Grievance is based. However, if the Union determines that a Grievance affects a group of Employees, the Union may submit the Grievance in writing at Level II. No Grievance shall be recognized at Level II unless the Union files the Grievance with the Department of Human Resources within twenty (20) Business Days after the Grievant knew or should have known of the circumstances upon which the Grievance is based.

5.4.1 Level I

A Grievant shall first present a Grievance to his/her immediate supervisor to attempt to resolve the matter informally. Grievances not timely presented shall not be considered. The Grievant may be accompanied by a Union representative during the Level I meeting, and the Executive Director of the Department or designee may attend the Level I meeting in an effort to resolve the Grievance at the lowest possible administrative level. The parties will document the time and date of the informal meeting.

5.4.2 Level II

If the Grievant is not satisfied with the disposition of the Grievance after Level I meeting, the Grievant may file a Grievance in writing with the Department of Transportation or Designee within seven (7) Business Days of the Level I meeting.

The Grievance must refer specifically to the articles of the Agreement and/or Board policy, procedures, or practices that the Grievant alleges were violated, misinterpreted, or inequitably applied; explain how they were violated, misinterpreted, or inequitably applied; and indicate the reason why the Level I decision is unsatisfactory. Both the Grievant and his or her immediate supervisor shall sign the Grievance Disposition Form. The Grievant's immediate supervisor shall also have the opportunity to provide comments related to the Level I process on the Grievance Disposition Form. No additions to the Grievance Disposition form may be made after it has been signed by the Grievant and his or her immediate supervisor.

Upon receipt of a Grievance, the Executive Director of Transportation will meet with the Union in an effort to resolve the grievance. Such meeting will take place (10) working days after the receipt of the written grievance. If, after the Level II meeting, there is an agreed-upon resolution to the Grievance, the resolution will be

documented in writing and signed by the Grievant and the Executive Director of Transportation. Any resolution reached as a result of the Level II meeting shall be final, and no continuation of the Grievance will be permitted.

If no resolution is reached during the Level II meeting, the Superintendent or designee shall issue a written response to the Grievant on the merits of the Grievance.

5.4.3 Level III

If the Grievant/Union is not satisfied with the disposition of the Grievance at Level II, or if no decision has been rendered within ten (10) Business Days after the Superintendent or designee has conducted the Level II meeting, the Grievant may request that the Union submit the Grievance to arbitration or mediation. This request must be made within seven (7) Business Days of the Grievant's receipt of the Level II decision.

If the Union agrees to submit the Grievance to arbitration, the Union shall submit a written demand for arbitration to the Superintendent or designee within twenty-five (25) Business Days of the Union's receipt of the Grievant's request for arbitration. The demand for arbitration must refer specifically to the articles of the Agreement that the Grievant alleges were violated, misinterpreted, or inequitably applied; explain how they were violated, misinterpreted, or inequitably applied; and indicate the reason why the Level II decision is unsatisfactory.

5.4.3.1 Mediation. Upon mutual agreement of the Union and the Superintendent or designee, the parties may submit the Grievance to mediation before scheduling arbitration. If dissatisfied with the mediation process the Union may elect to proceed with the arbitration process.

If the parties agree to mediation, the parties shall jointly select a mediator from a list provided by the American Arbitration Association. Alternatively, by mutual consent, the parties may utilize the Federal Mediation and Conciliation Service (FMCS). If the parties cannot agree on a mediator, the Grievance shall be submitted to arbitration.

At the conclusion of the mediation process, the parties will implement any action agreed to through the mediation process. If the mediation process is unsuccessful, the Union

may demand arbitration within seven (7) Business Days of the conclusion of mediation.

5.4.3.2 Arbitration. If the Union elects arbitration, the Superintendent or designee shall determine whether, in the District's opinion, the Grievance is arbitrable. If the District concludes that the Grievance is not arbitrable, the Superintendent or designee shall inform the Union in writing of the procedural and/or substantive grounds that support the District's conclusion. If there is a dispute between the Association and the District about whether a Grievance is arbitrable and such dispute cannot be resolved in this grievance procedure, the decision about arbitrability shall be made (a) by an arbitrator if the dispute is only about procedural arbitrability, such as an issue about whether a grievance was filed in a timely manner; or (b) by a court if the dispute is about substantive arbitrability, such as the question of whether the grievance alleges a cognizable violation, misinterpretation, or inequitable application of a provision of the Agreement.

If the Grievance is arbitrable, the Superintendent or designee and the President of the Union shall meet to discuss selection of an Arbitrator. If the Superintendent or designee and the President of the Union agree on an Arbitrator, the Superintendent or designee shall submit a request for the agreed-upon Arbitrator to preside over the Grievance.

In the event that the parties cannot agree on the choice of an Arbitrator, they shall submit a joint request to the American Arbitration Association for a list of seven (7) Arbitrators skilled in arbitration of educational and transportation issues. Within ten (10) Business Days of the receipt of the list, representatives of the Union and the District shall meet and alternately strike a name on the list. The last name remaining shall be the appointed Arbitrator.

5.4.3.2.1 The Arbitrator will have authority to hold hearings and make procedural rules.

5.4.3.2.2 All hearings held by the Arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings. To the extent permitted by law and District policy,

the Board and the Union shall keep arbitration proceedings confidential.

- 5.4.3.2.3 The Board will present all relevant material so that the Arbitrator will have complete information upon which to base a decision. A copy of any information presented to the Arbitrator will be provided to the Grievant/Union.
- 5.4.3.2.4 The Arbitrator will issue a report within thirty (30) Business Days after the close of the hearings and submission of any post hearing briefs. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- 5.4.3.2.5 The Arbitrator's report shall be submitted in writing to the Board and the Union only, and shall set forth the Arbitrator's finding of fact, reasoning, conclusions, and recommendations on the issues submitted. The Arbitrator's recommendations shall be consistent with law and with the terms of this Agreement. The Arbitrator's report shall be advisory only, and not binding on the Board or the Union.
- 5.4.3.2.6 Within seven (7) Business Days after receiving the report of the Arbitrator, the Board's designee and the Union's designee will meet to discuss the report. If the Union wishes to respond to the Arbitrator's recommendation, the Union may submit a written response to the Board's designee within fourteen (14) Business Days following the Union's receipt of the report of the Arbitrator. The Board will review and consider any response by the Union and shall accept or reject the report of the Arbitrator at the next regularly scheduled meeting of the Board following the Union's failure to provide a response within fourteen (14) Business Days, unless the Union and the Board agree in writing to extend this deadline. No public release may be made until after the

next legislative meeting of the Board of Education.

5.4.3.2.7 The costs for the services of the Arbitrator or mediator including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Union.

5.4.3.2.8 Upon mutual written consent of the Union and the Board, the parties may make a recording of the arbitration proceedings. Any party may request an official stenographic record of the testimony of the hearings. The party requesting shall pay the costs. If the other party requests a copy of the record, both parties shall split the cost of making the stenographic record.

5.4.3.2.9 In appropriate cases, both parties may agree to follow the expedited rules and procedures of the American Arbitration Association or the Federal Mediation and Conciliation Services FMCS in processing any Grievance at Level III, except that the Arbitrator shall always be chosen pursuant to Article 5.4.3.2.

5.5 Rights of Employees to Representation

Neither the Board nor any member of the Union shall take reprisals affecting the employment status of any person, any Party of Interest, any Grievant, any Union representative, or any other participant in the grievance procedure by reason of such participation.

5.5.1 All Employees who file a Grievance shall be represented solely by the Union and/or the Union's designee(s) at all levels of the grievance procedure, except that the Grievant may decline representation at Level I or Level II. A Grievance may not proceed from Level II to Level III or from Level III to Level IV without the consent of the Union and without the Union's representation of the Grievant.

ARTICLE 6 - LAYOFFS, RECALLS and TRANSFERS

- 6.1 Employees of the Transportation Department, who are furloughed for summer recess due to school closing, shall be called back at the reopening of the school term in accordance with seniority.
- 6.2 Employees laid off are to have preference over all others in filling vacancies in the Transportation Department for which they are qualified.
- 6.3 The District, in considering those Employees being reduced, will consider the following standards in the following order:
 - a. Normal attrition shall be considered prior to any staff reductions.
 - b. Newly hired probationary and temporary Employees will be reduced first.
 - c. Documented job performance will be used for all staff reductions.
 - d. Variety and appropriateness of job skills as evidenced while an Employee of the District.
 - e. If the preceding are substantially equal, then the least senior Employee will be reduced.
- 6.4 The District will make every effort to place an Employee recommended for reduction in a vacant position within the District for which the Employee is qualified, as determined by the District. The Employee's salary placement will be determined by the salary regulations for the new position.
- 6.5 Notices of recall shall be sent by certified registered mail to the last known address as shown on the District's records. The recall notice shall state time and date on which the Employee is to report back to work. It shall be the Employee's responsibility to keep the District informed in regard to a current address. A recalled Employee shall be given at least five (5) working days from receipt of the notice to report to work.
- 6.6 If the Board anticipates a reduction in staff, the District will notify the Union of such proposed reduction and the reason(s) therefore, and the Union will be given 60 calendar days to have an opportunity for review, consultation, and recommendation before any such reduction is finalized.

ARTICLE 7(A) - SENIORITY (BUS OPERATORS)

- 7.1 The Transportation Department shall keep an up-to-date seniority list and provide a copy to the Union in September of each year. An Employee shall lose seniority if the Employee quits, retires, is discharged, or does not return within five (5) working days upon written notification after a layoff or leave of absence.
- 7.2 In the event a Bus Operator reverts from full-time to part-time, the operator must resign from the classification presently held.

- 7.3 Seniority lists shall be established for 180 full-time regular, 180 full-time relief and part-time Bus Operators, These lists shall be posted on the bulletin board and be revised every 90 days.
- 7.5 The years of service for determining seniority in a classification shall be based upon the latest date of employment, or re-employment, for continuous service in the classification.
- 7.6 No Employee shall hold seniority in more than one classification at the same time.
- 7.7 When a full-time Bus Operator reverts to part-time status, part-time seniority placement will be determined by the Bus Operator's original date of employment, provided that the Bus Operator has remained in the continuous service of the School District subsequent to that date.
- 7.8 Posting of Positions
 - 7.8.1 The Human Resources Department shall post all position vacancies or new positions on the District Website (www.dpskl2.org) on an on-going basis as they occur. Posting is for the purpose of soliciting a written (electronic) expression of an Employee's desire to be considered for such positions.
 - 7.8.2 The posting will contain the job title, location, salary range, work year, application due date, and a brief description of the major duties, and qualifications required. Access to postings will be available at the worksite.
 - 7.8.2.1 The process for filling a 180 day Bus Operator position will be in writing. The announcement will be posted on bulletin boards in the terminals. Documentation will be provided to the Union President. Should the District change the process or the forms used, the new process and forms shall be posted on Employee bulletin boards at least 30 days prior to the start of the selection process. If possible, the changes will be posted up to 90 days prior to the start of the selection process.
 - 7.8.3 New positions or vacancies occurring as a result of reorganization within a department shall be posted.
 - 7.8.4 The position will be filled by the Employee with the highest seniority in good standing. Good standing is defined as an employee who is not currently on a Planned Program for Improvement (PPI), has a successful

appraisal, and has not received a Letter of Reprimand or higher, within the previous six month period.

7.8.5 Regular Full time Relief Drivers are grandfathered in their position and will maintain their current status as relief drivers only. Under the original conditions of their position, these drivers will continue to bid punch-in time and terminal for the regular school year. These drivers will bid by seniority relative to all the Regular Full Time Relief Drivers.

7.8.6 Regular Full Time Relief Drivers have three opportunities to vacate their current position.

1. Regular Full Time Relief Drivers can wait for their part-time seniority date to allow them to fill 32 hour benefited driver positions.

2. Regular Full Time Relief Drivers can elect, in writing, to revert back to a part-time driver status.

3. Regular Full Time Relief Drivers desiring to vacate their position may do so provided they go to the bottom of the seniority list for 32 hour benefited drivers and said employee is now filling a 32 hour benefited driver position.

ARTICLE 7(B) - SENIORITY (MAINTENANCE)

7.1 The Transportation Department shall keep an up-to-date seniority list. These lists shall be posted on the bulletin board and be revised every 90 days. An Employee shall lose seniority if the Employee quits, retires, is discharged, or does not return within five (5) working days upon written notification after a layoff or leave of absence.

7.2 An Employee transferring from another department or changing from one classification to another in the Denver Public Schools to the Transportation Department shall be considered a new Employee.

7.3 The classifications in the maintenance section shall be:

Vehicle Service Technician I
Vehicle Service Technician II
Parts/Tool Room Counter Clerk
Maintenance Technician

If an Employee reverts to a lower classification, regardless of the reason, the Employee shall be credited with all previously earned seniority in that classification.

- 7.3.1 Seniority shall be by classification and by classification only.
- 7.3.2 The years of service for determining seniority in a classification shall be based upon the latest date of employment, or re-employment, for continuous service in the classification.
- 7.3.3 All Employees of the maintenance section shall have seniority in a classification.
- 7.3.4 No Employee shall hold seniority in more than one classification at the same time.
- 7.3.5 An Employee, who voluntarily and permanently bids from one classification to another, shall lose seniority in the classification.

7.4 Posting of Positions

- 7.4.1 The Human Resources Department shall post all position vacancies or new positions on the District Website (www.dpskl2.org) and bulletin board on an on-going basis as they occur. Posting is for the purpose of soliciting a written (electronic) expression of an Employee's desire to be considered for such positions.
- 7.4.2 The posting will contain the job title, location, salary range, work year, application due date, and a brief description of the major duties and qualifications required. Access to postings will be available at the worksite.
- 7.4.3 New positions or vacancies occurring as a result of reorganization within a department shall be posted.
- 7.4.4 The position will be filled by the "best qualified" applicant as determined by management. Final determination of who best meets the desired qualifications shall rest with the Board of Education or designee.

7.5 Promotion

Employees promoted enter the new salary range at least one salary grade higher than that held previous to the promotion.

ARTICLE 8-APPRAISAL AND QUALIFICATIONS

- 8.1 A performance appraisal should be considered by Employee and employer as a positive process to be entered into in a spirit of cooperation. It is in this spirit that Employees shall be provided a written copy of the expectations and standards when commencing a job.
- 8.2 All Full-Time Employees shall receive an annual performance appraisal. Effective school year 06/07, the Full-Time Bus Operators appraisal period will be from May 1 through April 30 annually and Bus Operators will receive their appraisal prior to the end of the school year. For all Maintenance Personnel and Part-Time Employees, the Part-Time Bus Operator and Maintenance Personnel appraisal period will be from July 1 through June 30 annually. The Maintenance Personnel appraisals will be completed by July 1 and given to the employee by July 30^{1h}. Part-Time Bus Operators appraisals will be completed by August 15 and the operator will receive their appraisal by September 30.
- 8.3 Employees will be given a copy of their appraisal and will discuss such appraisal with the person preparing it.

Employees shall affix their signatures to indicate that they are aware of the contents of the appraisal. Such signature does not indicate agreement or disagreement with the appraisal. Disagreement may be explained by the Employee on the back of the appraisal or by separate letter before it is submitted to the permanent central office Employee's file.

ARTICLE 9(A) -WORKWEEK (BUS OPERATORS)

- 9.1 Monday through Saturday overtime extra work hours shall be assigned to all Bus Operators in accordance with the monthly equalization report and distributed among all Bus Operators equally insofar as practicable. Management reserves the right to make assignments of personnel for this purpose.

Saturday and holiday work shall be assigned to those Bus Operators below the red line of the equalization report first, then to Bus Operators immediately above the red line. All Bus Operators shall be paid at the overtime rate. For rotational purposes, Sunday and holiday work turned down by these Employees will be counted as if actually worked.

- 9.2 Once an Employee has left the terminal or accepted an assignment, that assignment must be completed.
- 9.3 In the event a Bus Operator is assigned a Saturday, Sunday, or holiday trip and such trip is canceled or passengers fail to board the bus, if the Bus Operator has not been notified of such cancellation by midnight the day prior to the

scheduled day of the trip, the operator shall be paid a minimum of four (4) hours.

- 9.4 If a Bus Operator is asked to perform extra work at the end of their regular shift, and after reporting to the school terminal, the operator shall be paid minimum time allowance equal to two (2) hours straight time.
- 9.5 The amount of overtime and extra time Bus Operators have shall be made available to the Bus Operator steward on a monthly basis. Overtime work turned down by Bus Operators shall be signed for on a form provided for that purpose. New Employees, or an Employee who changes classification, shall be credited for determination purposes with the average number of hours of overtime and extra time all other individuals of that classification have accumulated.
- 9.6 The Equalization Report for Bus Operators for the past month shall be posted not later than the first day of the current month; and the Report shall be available to the person(s) assigning extra work not later than the 25th day of the month for which the report is prepared. Extra time will be assigned systematically.
- 9.7 Monday through Saturday extra work originating out of the terminal after regular shifts shall be assigned systematically on a rotational basis, first to p.m. Bus Operators, then to athletic Bus Operators, and then to all other Bus Operators.
- 9.8 Insofar as possible, management shall give Bus Operators two (2) working days notice prior to Saturday, Sunday, and holiday work.
- 9.10 Employees will not be required to take time off in order to equalize overtime hours worked.
- 9.11 Overtime shall be distributed equally insofar as practicable. When asked to perform overtime by a supervisor or when the Employee is next up for overtime work on the equalization schedule, the Employee shall work the overtime unless excused for good cause as determined by the supervisor and provided another fully qualified Employee is available to perform such work. If overtime is not worked, management is not obligated to compensate the Employee for any loss. The low overtime Employee will be assigned first if the Employee meets the qualifications for the job to be accomplished.

ARTICLE 9(B) - WORKWEEK (MAINTENANCE)

9.1 Maintenance- Workweek

The workday shall consist of eight and one-half (8-1/2) hours, inclusive of one 30-minute non-paid scheduled lunch period and two (2) 15-minute paid scheduled maintenance breaks. Lunch and maintenance breaks shall not be inclusive of

putting away/setting up tools. Lunch times shall be scheduled at the mid-point of an Employee's shift. Break times will be provided once every two (2) hours.

9.1.1 Maintenance – Shifts

Work shifts/punch-in times are determined for every Employee. Employees will be prepared to assume their work responsibilities immediately upon punching in. Employees will not prepare for work (get dressed, put away items in lockers, etc.) on paid time.

9.1.2 Maintenance-Clean-Up Time

All maintenance Employees shall be allowed reasonable time, not to exceed 15 minutes, just prior to the end of their shift for personal/area cleanup of the day's work.

- 9.2 Employees called in to work on their days off or on a shift not continuous with their regular shift shall be guaranteed four (4) hours pay at the overtime rate.
- 9.4 Employees will not be required to take time off in order to equalize overtime hours worked.
- 9.5 From time to time the School District will require Maintenance Technicians to work mandatory overtime. If maintenance employees are called in early due to inclement weather, he/she will receive a minimum of one-hour pay. Overtime shall be distributed equally in each classification insofar as practicable. When asked to perform overtime by a supervisor or when the Employee is next up for overtime work on the equalization schedule, the Employee shall work the overtime unless excused for good cause as determined by the supervisor or provided another fully qualified Employee is available to perform such work. If overtime is not worked, management is not obligated to compensate the Employee for any loss. The low overtime Employee will be assigned first if the Employee meets the qualifications for the job to be accomplished.
- 9.6 The amount of overtime for transportation maintenance Employees shall be charged by classification and posted daily. Time refused should be identified in red and time worked should be marked in black. Overtime work turned down by transportation maintenance Employees must be signed for on a form provided for the purpose. New Employees or Employees, who change classification or return from job injury, long illness, or light duty after 20 working days, shall be credited for determination purposes with the average number of hours of overtime all other individuals of that classification have accumulated. Overtime shall run from July 1ST of one year until June 30Th of the following year. Overtime extra work hours shall be assigned to all maintenance Employees in

accordance with the monthly equalization report. Management reserves the right to make assignments of personnel for this purpose.

- 9.7 On weekend or holiday overtime, two (2) working days advance notice will be given when possible.
- 9.8 Maintenance Employees, not on shift, who voluntarily assist when there is a Bus Operator shortage, will be provided with a sign-up list for extra work including snow removal for extra/overtime pay for this purpose. Personnel on this list will be rotated. Maintenance Employees that sign up for this type of extra work must have knowledge of the city.
- 9.9 All bid positions within the maintenance department must be posted for all eligible and qualified Employees to bid.
- 9.10 A designated Union Representative and management shall meet at least two weeks prior to May 1ST and November 1ST to review items such as seniority lists, allocations and logistical matters and to discuss hardships, special needs and/or qualifications.
- 9.11 Assignments that become open between bid periods shall, based on manpower needs and mission of the District, be assigned to the most senior qualified volunteer.
- 9.12 Maintenance Employees shall select their shift from lists which specify the number of Employees in each classification needed to work the shift and also the skills needed by these Employees. Management reserves the right to reassign maintenance personnel between bid periods and between shifts based on mission requirements and personnel considerations and seniority.
- 9.13 The list for Employees' use in indicating preferred shifts will be given to the Union stewards on the first working day of the months of May and November each year. This indication of shift preference will be made by seniority and will be completed by the 10TH of the month. Finalization of the shift schedule is a management responsibility and will be based on providing the most efficient use of Employee skill and experience. Management will make every effort to approve shifts requested by Employees. Shift changes will occur on the first day of the following pay period and/or summer intermission, whichever is applicable.

ARTICLE 10 - RUN BOARDS

10.1 Posting of Routes and Filling Vacancies

10.1.1 Children become accustomed to the adults that work with them and become upset when changes are made. School staff personnel learn to work with Bus Operators. Parents are concerned when Bus Operators are changed. In the interest of providing the best service for the Denver Public Schools and in the interest of the children transported, all routes shall be posted and bid at least five (5) days prior to the beginning of the first semester unless such bidding is done in conjunction with the annual in- service activities held by the department.

10.1.2 Seniority list(s) shall be posted by the Department of Transportation and the first operator thereon may select the regular run, part-time run of six (6) hours or less, athletic run, special education run, shuttle driver, or a relief driver position, whichever the operator desires to work, provided the operator is qualified for the work selected. The next operators on the list then make their selection, and so on down the seniority list. Handicap information applicable to runs will be posted at the time runs are offered for review and selection.

10.1.3 Any run made vacant during the course of the school year shall be posted and filled within 15 working days by bidding according to seniority, except for runs needed for Bus Operators on workers' compensation, maternity leave, extended illness, family illness, extended personal leaves or leaves for study, who are expected to return within 35 working days. Should a full-time run become vacant, it shall be filled by seniority from the part-time ranks and the part-time run vacated shall be posted and bid according to the procedures outlined in 10.1.2. Runs made vacant through the bidding process shall be assigned to newly hired Employees by seniority except full-time runs (as outlined above), relief and sub relief positions, runs designated as floater runs, and athletic runs shall be posted and bid according to the procedures outlined in 10.1.2 whenever they are vacated. Any runs which remain vacant through the bidding process that are combined to equal 6 hours or more shall be posted and bid by seniority. Routes shall become effective the second work day of the next week.

10.1.3.1 Excluding the regular bid, no operator, who has successfully bid on a route, shall bid more than once every 90 driving days. (Six- (6) day-route workdays will be counted as six (6) workdays per week.)

- 10.1.4 Regular Bid Procedure. Written notice of the bid dates, time, and locations shall be posted several days in advance. This same notice shall be mailed to the Union President no later than the 10 days prior. Route schedules shall be posted 72 hours (Saturdays, Sundays, and holidays excluded) before the Bus Operators are required to bid routes shall be available for review by operators on the day of the bid for two (2) hours before the beginning of the bidding.
- 10.1 4.1 Operators are required to bid within five (5) minutes (if needed) after it is their turn to bid. Provided that they are not performing required duties for the District and have not left a bid choice, any operator not present at their time to bid shall be passed by the next operator(s) in line of seniority and the bidding shall continue.
- 10.1 4.2 An operator so passed may re-enter the bid by either physically showing up or by placing a bid choice. If present, the operator will be given a five (5) minute deliberation or the Union will bid a route for the operator immediately after the current bidding operator completes their bid.
- 10.1 4.3 Operators, who are on required duty at the time of their turn to bid, shall be advised by the dispatcher that they must either bid within 5 minutes or, if necessary, appear to bid at the earliest possible opportunity. Such operators shall have no more than five (5) minutes after the conclusion of required duty to appear. Such operators shall be guaranteed five (5) minutes, if needed, after their appearance in which to bid. Operators who fail to bid within the allotted time shall follow 10.1.4.2.
- 10.1 4.4 Operators, who fail to submit a bid choice by the end of the bidding process, will select a route from any available open work.
- 10.1 4.5 The bid location(s) shall have a telephone convenient to Union and Management Representatives assisting in the bid process. The number of such telephone shall be published with Employee notification of the bid procedures.
- 10.1 4.6 Bid choices may be left with any Union Officer or Terminal Manager. Bid choices may only be submitted, in

writing using the approved format, or with a steward by telephone. No other person may bid for an Employee unless they have permission in writing from the Employee.

10.1 4.7 All routes, excepting relief, shall be posted with terminal location and bus capacity and shall include known assigned hours and segments including, but not limited to, after school activity segments. Such known assignments are subject to modification as determined by District needs. Relief positions shall designate duty hours and terminal.

10.1 4.8 Full-time routes, except those built up with usable time, which are not bid or assigned to a full-time driver, shall remain a full-time route during the bid.

10.1.5 Selection of part-time runs shall be made by hourly Employees in accordance with procedures outlined above for regular Bus Operators in succession.

10.1.6 Tentative routes, work sheets, and schedules shall be made available to the Route Review Committee of the Union for discussion and input two weeks prior to bid.

10.1.7 Full-time operators will be offered summer driving assignments according to seniority. In the event that there are more driving assignments than can be completed by regular full-time operators, part-time operators will be offered these assignments according to seniority.

Training will be provided throughout the year. For driving assignments I excursions with special requirements, training schedules will be made available to employees by the District. A driver must have the training for the route that s/he is bidding prior to the bid.

10.1 7.1 Bus Operators that bid early start routes if available or continuous-year routes and/or other routes that extend the regular school year will be required to drive such routes on regular teacher planning days and through the end of June of each school year or until such program ends. Each driver will be paid a minimum of four (4) hours for these days.

10.1.8 Management guarantees hourly Bus Operators the same number of route hours, up to eight (8) hours, from one bidding until routes are bid again. The route and time of day are to be arranged at the discretion of management.

10.1.9 Early Start Routes if available and summer school routes shall be posted and bid at least five (5) days prior to the beginning of summer school. Bidding shall be made in accordance with Employee-established seniority (Article 10.1.2). Bus route assignments may be adjusted, expanded, or reduced to meet enrollment or program needs.

10.1.10 The Union and the Department of Transportation may, by mutual agreement and with the approval of the Superintendent, change or modify the procedures of Article 10 to accommodate unforeseen problems or emergencies.

10.2 Relief Bus Operators

10.2.1 Relief Bus Operators assignments will include both full-time and part-time Employees.

10.2.2 Relief Bus Operators shall drive any bus route or run assigned and perform the same duties assigned as the Bus Operator being relieved.

10.2.3 Relief Bus Operators must be physically able to perform the duties involved in the position of a relief Bus Operator (such as the lifting of handicapped children).

10.2.4 A daily rotation system will be adopted for the assignment of relief Bus Operators. Runs will be assigned from the top of the list of relief Bus Operators on a daily rotating basis. In order to accommodate the need for short term coverage of routes to provide consistency for children, thirty-five percent of the relief positions posted will require that the driver be available to cover routes that are temporally vacant. When it becomes necessary to assign a driver to a route for an extended period of time, driver will be selected from this list (35%) on a rotational bases.

10.2.5 Part-time relief Bus Operators and floaters working less than eight (8) hours per day will be paid a monthly stipend of \$25.00.

10.2.6 All relief, floaters, and mechanics full and part time will be trained in lift bus procedures at a minimum of one time per year.

10.3 Full Time Drivers

- 10.3.1 The District will create a new classification of driver-a 180-Day Full Time Driver, thirty-two (32) hour minimum position. The District will, budget permitting, maintain 100 of these positions.
- 10.3.2 The District and the Union agree to increase the number of 180-Day Full Time Driver, thirty-two (32) hour minimum positions, as practicable.
- 10.3.3 Drivers who are holding forty (40) hour full time positions as of 7/1/06 shall be grandfathered and will retain their position until they permanently vacate the position for any reason. A listing of these individuals shall be retained by both the Union and the District. Vacated forty (40) hour full time positions shall be replaced with 180- Day Full Time Driver, thirty-two (32) hour minimum positions.
- 10.3.4 Prior to any reduction of the number of full-time Bus Operator positions that were in effect at the end of the previous school year, the District will notify the Union of such proposed reduction and the reason(s) therefore, and the Union will have an opportunity for review, consultation, and recommendation before any such reduction is finalized.

10.4 Part-Time Runs

- 10.4.1 A part-time run may be an established morning route, afternoon route, or a combination of morning routes, or afternoon routes, or both. These runs may include special excursion trip assignments on days when special excursions are scheduled if the driver is available.

Part-time runs, which are established as morning routes only, guarantee a minimum of two and one-half (2-1/2) hours. Part-time runs, which are established as afternoon routes only, guarantee a minimum of two and one-half (2-1/2) hours. Part-time routes, which are established as both morning and afternoon routes, guarantee a minimum of five and one-half (5-1/2) hours per day during the traditional calendar year.

- 10.4.2 Hourly Employees, who are not eligible to bid as outlined in Article 10.1.5, shall be assigned to these runs and may work either the morning route, or afternoon route, or a combination of morning routes, or afternoon routes, or both.

10.5 Regular Runs

10.5.1 A regular run is a combination of established routes, plus daily special excursion assignments, and guarantees a minimum salary of eight (8) hours per day for the school year. These runs may be straight runs, two-way split runs, or three-way split runs. Regular full-time Employees shall bid these runs.

10.5.1.1 Prior to any reduction of the number of full-time Bus Operator positions that were in effect at the end of the previous school year, the District will notify the Union of such proposed reduction and the reason(s) therefore, and the Union will have an opportunity for review, consultation, and recommendation before any such reduction is finalized.

10.5.2 All straight runs shall be completed within eight and one-half (8-11/2) hours, and all regular split runs shall be completed within a maximum of 13 consecutive hours. Within runs in excess of 12 hours, drivers will be guaranteed a minimum of seven (7) hours bidded time.

10.5.3 All regular split runs shall be so scheduled as to make the daily hours as uniform as practicable.

10.5.4 From time to time the School District may have some program time changes. These changes affect the operation of bus routes and time that Bus Operators and Relief Bus Operators report or leave work. These changes may cause certain individuals to have to change their bid/assigned hours. When this happens, and it becomes necessary to change the morning starting time or the afternoon ending time or the route bid/assigned, efforts will be made to determine an acceptable solution to the assignment. However, if there is no solution, Management reserves the right to change these times. In the event of a hardship the employee will be given a two week notice before a change to their schedule is implemented. If the individual cannot work through their hardship within the two weeks, that individual will be allowed to look at the open, assignable routes. If there is an open, assignable route acceptable to the individual, they may be assigned that route.

10.5.5 Scheduled leaving time from terminal to scheduled returning time to terminal shall constitute each assignment.

10.5.6 Hourly time shall be calculated to the nearest one-quarter (1/4) hour.

10.5.7 When additional terminal facilities are opened in other sections of the District, the present seniority lists and practices will prevail.

10.6 Educational Excursion Runs

10.6.1 A minimum of 15 minutes shall be allowed from the school garage to pickup at schools. A list of all schools with the running time shall be made available to the steward representing the Bus Operators.

10.6.2 Time allowed between pickup at school and point of excursion shall be within reasonable traffic provisions.

ARTICLE 11 - REPORTING TIME

11.1 Regular Bus Operators or hourly Bus Operators, who have worked a regular run, and who are called back by a dispatcher to report in person at the school garage for extra duty, and who are not used, shall be paid from the time they report until relieved with a minimum allowance of three (3) hours at regular rate of pay.

11.2 Bus operators shall be required to report to the dispatcher 15 minutes before scheduled departure time for the purpose of signing in, procuring necessary forms, and inspection of the bus to ascertain that the equipment is in good operating order. An operator shall also report to the dispatcher each time the operator returns to the terminal and leaves again.

11.3 In case of illness or emergency, a Bus Operator or Maintenance employee should report the intended absence to the persons designated at least 1 hour before the scheduled starting time in order for the terminal dispatcher to secure another person to drive the route. Bus Operators, who have been absent, should let the proper person in the Transportation Department know the day preceding their return of their intention for the following day. Drivers and Maintenance employees will be given two thirty minute grace periods per school/calendar year without penalty of a FTR (18.0).

11.3.1 In case of extended absence, Employees must notify the department every fifth "operational" day of their status, unless there are extenuating circumstances which prevent the Employee from doing so. This is exclusive of persons on formal leave.

11.4 All classified, hourly, and part-time Bus Operators shall be paid one-fourth (1/4) hour straight time per day for cleaning the bus.

- 11.4.1 Should a Bus Operator have to inspect more than one bus per day in the regular scope of the Bus Operator's duties, the operator will be paid an additional 1/4 hour for each such inspection, provided the Bus Operator is not already on the clock for the time during which the inspection takes place. The inspection will be reported on the Daily Driver's Report Form.
- 11.5 Bus Operators, who have time recorded on the Daily Driver's Report Form and the time is turned down by a supervisor, manager, or other District designee, will be notified.

ARTICLE 12 - VACATIONS

- 12.1 Vacations can be taken at any time during the year by individuals that accrue paid days off. Requests shall be granted on a first come first served basis based upon work load requirements.
- 12.2 If an Employee's vacation includes a paid holiday, the Employee is entitled to an additional day.
- 12.3 All Transportation Employees covered by this Agreement, who on June 1 of any year have completed 15 years of continuous service with the Denver Public Schools and whose work year is or exceeds 48 weeks, will be granted an additional five (5) days of vacation.
 - 12.3.1 Vacation is accrued on a monthly basis. Employees may retain up to twice their annual vacation allocation (the "cap") during any twelve-month period. Any vacation days over the cap must be used by January 14 of each year or be forfeited. Employees not receiving regular vacation days shall be permitted to use their personal days to maintain their pay level during weeks which include holidays or other non-duty days when the employee is not scheduled for duty.

ARTICLE 13 - HOLIDAYS

- 13.1 The Board, in adopting the school calendar each year, approves the number of holidays for Employees. The number of days listed in 14.2 may be increased or decreased by Board action.
- 13.2 Regular, full-time Employees will be entitled to the Board adopted holidays off without loss of pay. 180 Relief Drivers and 180 Route Drivers will be entitled to 2 holidays off without loss of pay.
- 13.3 If an Employee is required to work on a holiday, the Employee will be paid at time and one-half their regular rate.

ARTICLE 14 - ACCIDENTS

- 14.1 In case of an accident, the Bus Operator shall immediately notify the Police Department by calling the Radio Dispatch Office by radio or by phone if out of the radio area. The Bus Operator is not to leave the scene of the accident without the police officer's permission. A written report of the accident shall be given to the Department designee as soon as possible.
- 14.2 A proven accident-prone Employee will be subject to discharge after a thorough investigation is made of previous accidents.

ARTICLE 15 - SCHOOL STAFF AND BUS OPERATOR RELATIONS

- 15.1 School Bus Operators have an important function to perform in the transportation of pupils, and their position should be given proper consideration in their daily duties and responsibilities of safe pupil transportation.
- 15.2 The Bus Operator, or designated representative, have the responsibility for maintaining discipline on the bus. The Bus Operator is in full charge of pupils as bus passengers and the bus. The Bus Operator, or designated representative, has the responsibility for working with pupils and parents in the disciplining of pupils. The Bus Operator has the responsibility of reporting to his/her supervisor any pupil who persists in violating bus rules and regulations. All persons responsible for the enforcement of rules and discipline shall be as consistent as possible in their enforcement. School Bus Operators are responsible for providing a positive environment where students feel safe. Bus Operators will follow the District supported behavior management program established by the Department of Transportation.
- 15.3 A supervisor is to be present, along with the steward and operator, at school meetings concerning disciplinary problems. Stewards will be paid at the straight time rate for such attendance if required outside regular assigned hours.

ARTICLE 16 - COURT APPEARANCES

- 16.1 When Employees are taken from their regular work by the School District to report at court as witnesses or otherwise, they shall receive the same pay as they would have received had they been allowed to continue their work. Time required of Employees by the Department in looking up witnesses and making additional reports, except where they fail to complete the accident report in the first instance, shall be paid at the regular rate for the total time lost or consumed.

16.2 When an Employee is called by the Police Department as a witness in connection with cases incident to or arising out of, and while in the performance of their regular duties for the School District, they shall be paid at their regular rate of pay for time actually lost less witness fees, provided they (1) notify the Department and (2) report for and resume their duties immediately upon release from court.

ARTICLE 17 - CLOTHING AND EQUIPMENT ALLOWANCE

17.1 Protective Clothing for Maintenance Employees

17.1.1 The School District shall furnish uniforms to all maintenance Employees and pay for laundering of uniforms. This service shall be furnished on the basis of a clean uniform every day. The District will include two (2) insulated vests into the uniform provision package.\

17.1.2 The School District will furnish fire resistant raincoats and hats for hourly vehicle service persons and shall stock extra protective clothing to be used by anyone performing the duties of hourly vehicle service persons. Such clothing shall be returned by the user at the end of the shift.

17.2 Tools for Shop Mechanics

17.2.1 Maintenance personnel promoted to a higher grade or hired by the District will be required to furnish their own hand tools. Replacement of broken, lost, or missing tools is an Employee responsibility and tool replacement by the Employee will be done as soon as practicable.

No change in the currently prescribed list of tools will be implemented until there has been consultation with the Mechanic's Committee and an opportunity for their input.

The District will pay for replacement tools, tool boxes, and special equipment that are lost or damaged due to building-wide fire, theft or other loss. In order to be covered technicians must maintain an itemized tool inventory with the District. Only items listed on the tool inventory will be covered under the replacement program

<u>CLASSIFICATION</u>	<u>STIPEND</u>
Mechanic Technician	\$54.00
Vehicle Service Technician II	\$24.00
Vehicle Service Technician I	\$ 10.00
Shoes for Maintenance personnel.....	\$15.00

17.2.2 Protective safety glasses and protective ear equipment will be furnished to maintenance personnel. An allowance of \$10.00 per month is to be paid each vehicle maintenance Employee to secure steel-toed safety shoes, which must be worn while on duty.

17.2.3 The District shall pay the full cost for all certifications and recertification's required in order for Employees to perform their jobs for up to 2 failed attempts per test (if the content of an ASE test changes upon recertification, the employee will be entitled to two additional attempts). If an individual received reimbursement and does not take the test, they must reimburse the District within 20 days of receipt of the exam results. In order to receive payment prior to the exam, employees must submit the appropriate paperwork within the timeframes established by the budget/payroll departments. This does not apply to recertification of CDL's.

17.3 Shift Differential

Maintenance Employees, who work the PM shift, shall be paid a differential of \$0.45 per hour for all hours worked.

ARTICLE 18 - TRAINING

18.1 Employees, who are required to attend training courses, seminars, lectures, workshops, etc., shall be paid at the straight time rate up to 40 hours per work week and shall be paid at the overtime rate for any time thereafter.

18.2 Other qualifications being relatively equal, seniority will be considered, where possible, when assigning Employees to specific category work.

18.3 Approved courses for which Employees can request a paid leave of absence to attend shall be posted. Such postings will be made five (5) working days in advance of the commencement of such courses wherever possible, and in other instances, postings will be made as expeditiously as possible.

Employees may give notice of interest to attend such courses to their immediate supervisor. Where possible, such leaves of absence will be granted on an equal distribution basis bearing in mind the interests of the Employee and the School District.

18.4 Every reasonable effort will be made to hold court-ordered hours of human relations in-service training during the regular workweek.

ARTICLE 19 - TRANSPORTATION EMPLOYEES PROTECTION FROM ASSAULTS

- 19.1 Any transportation Employee, who has suffered any assault in connection with employment, shall immediately make a written report of the circumstances thereof to the Department and shall make supplemental written reports attaching copies of any summons, complaint, process, information, indictment, notice, or demand served upon the Employee in connection with such assault within five (5) days after the Employee has been served herewith and reporting the final disposition of any such proceedings.
- 19.2 Such reports will be forwarded to the Board through the Superintendent's office and in the event civil or criminal proceedings are brought against the transportation Employee, the Board will comply with any reasonable request by the transportation Employee for information in the Board's possession not privilege by law or policy of the District and relevant to the incident reported.
- 19.3 If criminal or civil proceedings are brought against a transportation Employee alleging that the Employee committed an assault in connection with their employment, such transportation Employee, after making the reports described in Article 21.1 above, may request the Board's assistance in the preparation of the transportation Employee's defense. Upon receipt of such request, the Board will instruct its attorney to consult with the transportation Employee's legal counsel and cooperate in the preparation of the transportation Employee's defense, insofar as the interests of the transportation Employee and the District are not conflicting.
- 19.4 Nothing in this Article Shall Prejudice any action the Board might otherwise take regarding the transportation Employee's employment status.

ARTICLE 20 - SELECTION & ASSIGNMENT OF TRANSPORTATION EMPLOYEES

- 20.1 It is recognized that stability in employment of transportation Employees (to be listed as "Employees" below) and an orderly and recognized pattern of beginning, continuing, and terminating employment and promoting a more flexible and orderly pattern of communication between Employee and employer is beneficial to both. Accordingly, the following is stated as the present policy of the Board of Education with respect to the beginning, continuance, and termination of employment of Employees. The Board of Education may, in its discretion, modify or revoke the policies indicated in whole or in part and this provision is implicit in all of the provisions hereof.

20.1.1 Probationary period. An Employee must serve a probationary period of one (1) year on a full-time basis, continuously and without interruption, and be employed for the next succeeding or second year and notified thereof in writing before attaining status of continuous service. A "year" means that continuous period not in excess of 12 months during which the job classification involved requires the active services of the Employee.

20.1.2 Continuing service. Any Employee having served as an Employee in active service in the Denver Public Schools (including the time before and after approval of this policy) on a regular full-time basis continuously and without interruption for one (1) complete year, and who shall have been or shall hereafter be re-employed for the second year immediately succeeding and so notified in writing as to those hereafter so employed, may have continuing service as an Employee during efficient

performance of duties, good behavior, and continuous service without the need for recurring annual reappointment. Absences, or leaves of absence, which have been approved by the Board are not considered as interruptions of continuous service. Written notification of continuous service shall be furnished the Employee by the Department of Human Resources.

20.1.3 Dismissal. Attainment of the status of continuing service by an Employee shall not preclude dismissal, but unless and until otherwise authorized by the Board of Education, no such Employee will be dismissed until the Employee has been notified of the intended dismissal and the grounds therefore, and shall have been given a reasonable opportunity for an informal hearing thereon by either the head of the department or the Superintendent, as the Employee may request, provided that the Superintendent may designate for such a hearing an assistant Superintendent. If such a hearing is desired by the Employee, the request therefore shall be filed in writing at the Office of the Secretary of the School District by such Employee within ten (10) days of receipt of notice of intended dismissal.

If the Employee is dissatisfied with the decision rendered, the Employee may request a hearing before a hearing officer appointed by the Board, provided such request in writing is duly filed in the Office of the Secretary of the School District within five (5) days of receipt of the notice of the decision of which the Employee complains. The hearing officer shall make a report and recommendation to the Board, which, in its discretion, may either confirm or reverse the dismissal or take such other action as it may deem appropriate.

20.2 Classified employees, as defined in District Policy GDQD, shall attain continuing service status in accordance with District Policies GDQD and GDQD-R. Classified employees shall be dismissed in accordance with District Policies GDQD and GDQD-R, which the Board or Superintendent, respectively may modify or revoke in whole or in part at any time.

20.2 .1 Any Employee, who abandons service with the School District without resigning or giving notice of quitting and remains absent from their duties for five (5) Work days, shall be deemed to have voluntarily severed employment with the School District as of the last day the Employee worked.

20.2 .2 No reduction in the salary of an Employee, who has attained the status of continuing service, will be made except as incident to a different job assignment, to a change in job classification, or a general salary reduction applicable to at least 50% of all Employees.

20.3 Reappointment after Resignation

20.3.1 Probationary status. Employees reappointed to positions after resignation or other severance of employment shall be employed as probationary appointments without credit for any period of prior employment.

20.3.2 Absence of two (2) years or less. An Employee, who resigns and reemployed by the School District within two years of the date of resignation, may be considered for reappointment at the salary to which they would have been entitled at the time of resignation, provided it does not exceed the maximum of the assigned job classification to which they return.

20.3.3 Absence over two (2) years. A resigned Employee reappointed after the expiration of two (2) years or more shall be reappointed on the conditions applying to an Employee receiving their first appointment.

20.3.4 Restoration of pension contributions. Employees reappointed after resignation must meet the requirements of the Pension Plan and Regulations as to restoration of their pension account. Usually, they may restore such funds by lump sum or by installments at their own option, but current requirements should be ascertained by the Employee.

20.4 Notification of Resignation

20.4.1 All Employees, who plan to resign, shall notify the Office of the Director for Personnel Services at least 15 days in advance. This notification is to be in writing on a Resignation Request Form.

20.5 Effect of Resignation

A resignation which has become effective is considered as breaking continuity of service so far as status as a continuing Employee is concerned.

ARTICLE 21 - LEAVES OF ABSENCE

21.1 General Provision. Transportation Employees may be granted the following temporary leaves of absence with pay upon written application to the Department head. Except in an emergency, leave requests will be submitted two (2) weeks in advance.

- a. All requests for leave under this Article shall be submitted in writing on a Request for Extended Leave of Absence Form.
- b. The time on extended leave of any absence shall be figured in computing the probationary period required for continuing service.
- c. An Employee cannot accept other employment while on an Extended Leave of Absence without the approval of the Executive Director of Transportation and Support Services in coordination with the Director of Employee Benefits and Compensation.
- d. Sick leave does not accumulate while on leave, except as provided while on military or ACTION Program leave of absence.
- e. Leaves for study, military leaves and other permitted absences shall not be regarded as an interruption of the continuity of active service but shall not be included as active service; except in the case of military leaves as may be otherwise prescribed by law.
- f. All leaves of absence under this Article are for one year at a time and must be renewed each year.

Types of Leave

21.2 Military Leave- Military leave will be granted in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA- 38 U.S.C. 4301-4334) or other applicable federal, state or local laws providing reemployment or other rights for uniformed service personnel.

- 21.2.1 Employees may be granted leave without pay for compulsory military service. Such leave is for one (I) year at a time and must be renewed by the employee for each year of such compulsory service.
- 21.2.2 A probationary employee returning from military service retains the period of probationary service achieved prior to his entry into military service. Employees on military leave are given the benefit of any increments which would have been credited to them had they remained in active service with the District, but the Board of Education reserves the right to grant or to withhold increments to those remaining in military service beyond the compulsory period.
- 21.2.3 Time spent on military leave may be counted as active years of employment in the determination of retirement eligibility provided contributions based on salary rate at the beginning of military leave are paid to the Retirement Fund by the employee.
- 21.2.4 Employees are credited with regular sick leave allowance during their period of military service.
- 21.2.5 Upon returning from military leave of absence exceeding two (2) months, every reasonable effort will be made to return the employee to the vacated position.

21.3 Personal Leave

A total of two (2) days of leave with full pay during each school year may be granted to employees. This would include hourly workers assigned to duty 25 or more hours per week in the same work assignment. This leave is not cumulative from year to year. Request for leave will be made in writing on a form provided by the District and approved by the Supervisor or designee. Notwithstanding an emergency, or hardship, requests for leave must be approved in advance of taking leave. No reason for request for personal leave need be revealed.

- 21.3.1 Unused personal leave may be converted to sick leave on a yearly basis.
- 21.3.2 Personal days will be accepted as vacation days in accordance with Transportation policies and procedures.

21.4 Maternity/Paternity Leave

All regularly appointed, Full-time Employees may be granted maternity/paternity leave up to two (2) years without pay or increment (step increase) when requested in writing.

21.4.1 To the extent possible, a request for maternity/paternity leave must be presented to the School District at least 30 days prior to the date on which the requested leave will commence.

21.4.2 The Employee may use all or any portion of accumulated sick leave days.

21.4.3 In general, when an Employee indicates at the time a leave begins that they expect to be able to return within two (2) months, they will be able to return to the same assignment they held prior to beginning the leave.

21.5 Family Medical Leave (FMLA)

21.5.1 Certain District Employees are eligible for benefits under the Family and Medical Leave Act (FMLA). The District shall require FMLA eligible ATU Employees to utilize their FMLA leave concurrently with other medical/maternity/paternity leaves. The District shall at the time of approving the Employee's request for medical/maternity/paternity leave, give the Employee written notice specifying which portion of such leave will be designated as FMLA leave. Other provisions of FMLA and District policy may apply to the FMLA portion of the leave.

21.5.2 One (1) day of sick leave will be accrued by regular Full-time Employees for each month of active employment in Denver Public Schools. Such leave will be granted on the last working day of each month. The cumulative number of days granted in each year shall not exceed 12 for regular full-time employees whose work year is more than 40 weeks. The cumulative number of days granted in each year shall not exceed then (10) days for regular full-time Employees, whose work year is 40 or less weeks. The cumulative number of days granted in each year shall not exceed ten (10) days for regular full-time Employees, whose work year is 40 or less weeks. The unused portion of such leave granted in each year shall accumulate without limit. An Employee reappointed after resignation is given the benefit of any sick leave which remained to the Employee's credit at the time of resignation.

21.5.3 Sick leave is provided for regularly appointed, full-time classified Employees so that they will not feel compelled to attend to duties when it is unwise for them to do so.

21.5.4 The issue of the use of accumulated sick leave to apply toward early retirement will be referred to the Retirement Board of the Denver Public Schools Retirement Plan.

21.5.5 At the discretion of the Superintendent, such days may also be used for illness or death in the family or illness or death of close relatives or friends.

21.5.6 Bus Operators bidding summer school positions may use previously accumulated sick leave.

21.5.7 Sick leave may be taken in increments of thirty (30) minutes.

21.5.8 In general, employees will not be subject to reassignment for absence due to illness unless the period of daily absence is more than 20 working days.

21.6 Adoption Leave

Annual salaried Employees, who have completed at least three (3) continuous years of service, shall be granted a leave for the adoption of a child for up to two (2) years without pay or increment.

21.7 Leave for Candidate for Public Office

Employees have the right to become candidates for public offices and to serve in such offices, unless there is a specific legal prohibition as in the case of the City and County of Denver. Employees, who have completed at least three (3) continuous years of service, may be granted a leave of absence, without pay or increment, in order to run for, or serve in, public office. Application for leave will be for a determined period of time.

21.8 Leaves for Study

Transportation Employees, who have completed at least three (3) continuous years of service, may be granted, upon request, leaves of up to one (1) year, without pay or increment, for study if the study pertains to the work in which the Employee is engaged or would enhance opportunities for promotion to other positions listed on the Salary Schedule for Classified/Certificated Employees. Transcripts or other pertinent materials are to be turned in on completion of study.

21.9 Employees Returning from Leave

In the event no opening exists for which the Employee is qualified, that Employee returning from leave will be placed in a commensurate position as to grade and salary range that was held prior to the leave; however, subject only to the provisions of the Family and Medical Leave Act (FMLA), no assurance is given that the Employee will be returned to the same job vacated by taking leave. If no opening exists for which the Employee is qualified with the same classification at the time of return from leave, the Employee will be placed in a position of lower classification for which the Employee is qualified, provided such opening exists. Determination of Employee qualifications shall rest with the Board and shall be made on the basis of the best-qualified applicant.

21.10 Jury Duty

Employee shall be granted the necessary time for jury service with full salary.

All fees received for service outlined in Articles 22.10, 17.1 or 17.2 are to be turned in to the Office of the Treasurer of the District. Fees earned during the holidays or vacations shall be retained by the Employee. In the event that an Employee reporting to the court is excused for the day, the Employee shall report to the unit for duty within a reasonable time.

- 21.11 Court appearance – If an employee has a court appearance they shall not be penalized for attending. The court appearance time excused shall not exceed 2 days per school year. Court appearance days shall be unpaid unless employee has time to cover absence. Documentation will be required.

ARTICLE 22 - INSURANCE

22.1 Group Life Insurance

It is recognized by the Board and the Union that the present group life insurance program of the District is a condition of employment affecting all of the annual salaried Employees, and cannot be negotiated with any single group. The District shall assume the full payment of the Employee's life insurance.

22.2 Disability Insurance

Effective July 1, 2003, members will be eligible for Long-Term Disability (LTD) Insurance which will be paid for by the District. This insurance takes the place of the Restoration of Health Leave. The LTD plan provides eligible disabled Employees with 60% of their salary after a 90-day elimination period.

22.3 Cafeteria Plan

The District shall provide an annual flex dollar allowance; the flex dollars shall be paid in twelve equal, monthly payments.

Effective 09/01/2015 members will receive flex dollars as follows:

Full Time Drivers	\$4633.32 per year
	\$386.11 per month
Hourly Drivers	\$2285.40 per year
	\$190.45 per month
Maintenance Mechanics	\$5204.16 per year
	\$433.68 per month
Service Techs/Parts/Tool Room	\$4841.04 per year
	\$403.42 per month

Members may use the flex dollars to purchase benefits approved by the Benefits Board as part of a cafeteria plan.

ARTICLE 23 - SALARIES

23.1 Salaries

23.1.1 The matter of salary will be subject to negotiations between the parties pursuant to Article 4 of the Agreement. In accordance with Amendment 1, this Agreement shall be reopened during the period of May 1 and June 1 for each subsequent year this Agreement is in effect to discuss salaries and benefits only. Other areas may be discussed only as permitted in this Agreement. The financial terms of the Agreement will be in effect through August 31, 2015. While it is the intent of the parties that the economic provisions of this Agreement shall remain in full force and effect during its term, the provisions of the Agreement relating to salaries and benefits may be reopened by the District in compliance with the provisions of the TABOR Amendment and 22-32-110(5) C.R.S. Furthermore, if Total Program Funding, as defined in 22-54-104 C.R.S., per student is 2.0% greater in school year 2013-14 over the prior school year or in school year 2014-15 over the prior school year, either party has the right to reopen negotiations to consider increasing salaries, except that the agreed upon raises for 2013-

14 and 2014-15 shall remain in effect unless the parties agree to an additional increase over said agreement for the school year for which negotiation were reopened. ATU and DPS will utilize estimated numbers from the May 2013 CDE report for the 2013-14 school year. ATU and SPS will use estimated numbers from the May 2014 CDE report for the 2014-15 school year.

23.2 Yearly Increments

23.2.1 In addition to the above increases, regular yearly increments will continue to be granted to full and part-time Employees each year in accordance with the normal operation of the salary schedule.

23.3 Cost of Living Increase (COLA)

23.3.1 All Bargaining unit members will receive a 1.25% COLA increase effective September 1, 2012

23.3.2 All Bargaining unit members will receive a 1.76% COLA in September 2013 and September 2014

23.4 Supplemental Amortization Equalization disbursement (SAED)

23.4.1 The District will pay total SAED employee contribution to PERA, including the 0.5% increase to the SAED effective in January 2013, January 2014 and January 2015.

23.5 Benefits Subsidy

23.5.1 The benefits subsidy for 2012, 2013 and 2014 will be \$62.00 per month.

23.6 Tow Truck Hazard Pay – A stipend of (\$25) shall be paid to the primary operator of the tow truck and (\$15) to the backup operator per month for each shift.

ARTICLE 24 - COMPENSATION FOR UNUSED SICK LEAVE

24.1 Compensation for Unused Sick Leave

Full-time and ~~part-time~~ Employees electing early retirement will be provided compensation for accumulated sick leave as follows:

- a. When the Employee has met the requirements for early retirement in the District, the Employee shall be eligible for compensation for accumulated sick leave.
- b. A maximum payment of \$5,126.50 for Employees will be made by the District for Employees who have accumulated one (1) year or more of unused sick leave and who elect early retirement.
- c. The payment of \$5,126.50 shall be reduced by $1/x$ for each day, less than an accumulation of the Employee's work year. (x = the number of days in the employee work year).
- d. Prior Accumulation. Because of the changes in short leaves and in recognition of sick leave that was accumulated prior to December 31, 1990, any Employee, who accumulated sick leave days in excess of 190 days up to and including December 31, 1990, shall continue to be credited with such accumulation. Such accumulation shall be eligible for payment on a prorated basis at the rate of $1/x$ of \$5,196.50 for each day, provided the Employee is otherwise eligible to participate in the Plan.

ARTICLE 25 - INDIVIDUAL MERIT PAY

The District and ATU 1563 hereby agree to establish a joint committee to study and develop a performance-based pay plan for transportation Employees. Committee membership will consist of an equal number of members representing the District and ATU 1563.

The committee will develop and recommend a performance-based pay plan for implementation by August 1, 1998, subject to final approval by the Board.

ARTICLE 26- MISCELLANEOUS

- 26.1. Cameras. Provided that the video is available, the driver will review events with a District representative to identify unsafe driving techniques and improve them through coaching, retraining and if required by the District, classroom instruction. Nothing in this section prevents the District from issuing progressive discipline if warranted.
- 26.2. Sick Bank. All transportation employees will be allowed to participate in the DPS sick bank, according to the eligibility guidelines.

ARTICLE 27 – RISK MANAGEMENT

All employees of Denver Public Schools are covered by workers' compensation as required by law. Employees must report any injury to their supervisor, according to school/department procedures, and to the district as per the instruction available on the Risk Management website: http://riskmanagement.dpsk12.org/workers_comp. See Employee Handbook for Wage Continuation Policy.

Additional Coverage

- 27.1 All employees of Denver Public Schools, while working with course and scope of their employment, are covered under liability insurance policies or self-insurance paid for through the Risk Management Department. Proof of insurance coverage is available annually through the Risk Management Department.
- 27.2 The District shall assume no responsibility for damage to employees' personal vehicle with the following exception. In the event an employee was within the course and scope of his/her employment and had parked his/her vehicle on district property, the District may reimburse the employee for repair or replacement costs not to exceed \$250.00 per year for damage to the vehicle sustained as the result of mischief or vandalism. The District will not reimburse employees for damage which resulted from negligence of the employee. Reimbursement will be in accordance with District and Risk Management policies and procedures.
- 27.3 The District shall assume no responsibility for damage to or loss of employees' personal property with the following exception. In the event an employee, was within the course and scope of his/her employment, and had his/her prescription eyeglasses or personal electronic devices damaged, or destroyed as a result of mischief, vandalism, or other workplace hazard, the District may reimburse the employee up to \$250.00 per year. The District will not reimburse employees for damage or destruction which resulted from the negligence of the employee. Reimbursement will be in accordance with District and Risk Management policies and procedures.

DURATION OF AGREEMENT

DURATION PERIOD

This Agreement shall be effective as of August 1, 2015, and shall continue in effect until July 31, 2018. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHERE OF the parties have caused their corporate names to be hereunto subscribed by their respective presidents and attested by their secretaries, this 1st day of August , 2015.

AMALGAMATED TRANSIT UNION
DIVISION 1563

SCHOOL DISTRICT NO. 1 IN THE CITY
AND COUNTY OF DENVER

By: SIGNATURE ON FILE
President

By: SIGNATURE ON FILE
President

By: SIGNATURE ON FILE
Secretary

By: SIGNATURE ON FILE
Secretary