

# AGREEMENT



between

AMALGAMATED TRANSIT UNION

and

PORTLAND PUBLIC SCHOOLS

2014- 2017







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**and**  
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**PREAMBLE**

This Agreement is entered into by and between the Amalgamated Transit Union, hereinafter referred to as the "ATU" and School District of Multnomah County, Oregon, hereinafter referred to as "SDMC".

**ARTICLE 3:  
CONTRACT ADMINISTRATION**

At the request of either party, representatives of the ATU and the District shall meet at mutually agreed times and places for the purpose of reviewing the administration of this Agreement.

**ARTICLE 4:  
UNION RIGHTS**

- A. The ATU, through its representatives, shall have the right to transact official ATU business relevant to employees on School District property at all reasonable times, provided that it shall not interfere with or interrupt classes or other normal School District operations. Such rooms or other appropriate meeting facilities shall be made available for ATU use as requested without charge to the ATU, except that the Board may make reasonable charge when special service is required beyond normal operational practice.
- B. ATU representatives shall have the right to use School District facilities and office equipment when the same are not otherwise in use. The ATU agrees to pay the cost of all materials and supplies incidental to such use.
- C. ATU representatives shall make their presence known in advance to the appropriate administrative authority when visiting School District facilities. Such visits shall not interrupt work or disrupt normal School District functions.
- D. The ATU shall have the right to make announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students.
- E. The ATU and its representatives shall have the right to post notices of activities and matters of ATU business and concern on staff bulletin boards. The ATU may use the District mailboxes for communications.
- F. The Board shall make available to the ATU upon written request to the Human Resources Department any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. Any request that requires information or material that is not readily available shall be provided to the union for the cost of production of that material.
- G. Copies of written work rules which are applicable to a classification of employees and issued by supervision after the execution of this Agreement, for which failure to comply may result in discipline of an employee, shall be faxed or sent by US mail to the ATU local office and ATU executive board officer 5 days prior to being posted or provided to the employees and their affiliated ATU union. The District shall send to the ATU by US Mail any draft changes to the Bus Drivers' Handbook and Procedures Manual by July 1. Upon employment or re-employment, a driver shall be given a copy of the Bus Drivers' Handbook, the current collective bargaining agreement, and the Oregon Pupil Transportation Manual.
- H. The ATU 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 ATU excluding business conducted with the District.

**ARTICLE 5:  
NO STRIKE**

During the life of this Agreement, the ATU or any employee(s) will not authorize, cause, engage in, or sanction any form of illegal concerted work stoppage, boycott, picketing, or any other interruption of work at, within, or concerning any facilities or operations of the School District. The District shall not cause an illegal lockout of employees from their work.

**ARTICLE 6:  
MANAGEMENT RIGHTS**

Except as expressly prohibited by the Agreement, the ATU agrees that the Board and its designees shall retain control and direction over all matters of inherent managerial policy. Such matters shall include, but are not limited to:

- A. The executive management and administrative control of the school system and its functions and programs, including the development of budgets and actions as may be necessary to meet emergency situations;
- B. Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, termination, demotion, promotion or transfer;
- C. Assign and direct the work of all employees, and determine the number of shifts and hours and days of work and starting times and scheduling of all employees;
- D. Determine the policy affecting the selection, testing or training of employees;
- E. Establish the work and school calendar;
- F. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including any changes, automation, or institution of new methods or processes;
- G. Adopt rules, and regulations;
- H. Determine the location or relocation of its facilities, including the establishment or relocations of schools, buildings, departments, divisions or subdivisions and the relocation or closing of offices, departments, schools, programs, divisions or subdivisions, buildings or other facilities;
- I. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- K. Determine the size of the management organization,





**ARTICLE 10:  
GRIEVANCE PROCEDURE**

The purpose of this procedure is to provide for an orderly adjustment of grievances contended by an employee or group of employees.

**SECTION 1**

**DEFINITIONS**

- A. An "aggrieved" is an employee or group of employees who initiate a complaint alleging they have been directly injured through a violation of the terms of this Agreement. The term "aggrieved" also includes the ATU with respect to alleged violations of its organizational rights under this Agreement.
- B. A "grievance" shall mean a contention by an aggrieved that they have been directly injured by a violation of this Agreement. The term "grievance" shall not include and this procedure shall not apply to any of the following:
  - 1. Any matter as to which the Board of Education is without authority to act.
  - 2. Any matter for which a specific administrative or judicial remedy has been prescribed by the State and/or Federal Statute. (Such as employment discrimin.ab(nyons)-2( e1(adj)-8(us)-2(t20 >>BDC -0.002 T(es



- H. The District shall continue to provide for employees covered by this Agreement a separate grievance procedure with respect to issues arising solely under policies and regulations, which are not covered by this Agreement.

**ARTICLE 11:  
DISCIPLINE, DEMOTION AND DISCHARGE**

- A. No employee shall be disciplined without just cause. For the purpose of this Article, discipline shall include written warnings and reprimands (excluding evaluations) placed in the employee's personnel file, suspension or discharge.
- B. If a complaint, that is, an allegation brought by a citizen or non-supervisory third party is used to support disciplinary action, the supervisor shall cause the complaint to be reduced to writing and placed in the personnel file subject to state and federal laws. The name of the complainant shall be disclosed if the employee so requests.
- C. An employee who is disciplined or discharged has the right to use the grievance procedure.
- D. An employee shall have the right to request and have a representative present at any meeting, called by the supervisor, which the employee reasonably believes the information s/he gives may result in his/her being disciplined. Prior to such a meeting, the employee will be notified of its purpose. The right of representation will not exist when the meeting relates solely to evaluation of the employee's work performance.
- E. The probationary period for newly hired drivers is six (6) working months. Summer months are only included if the driver is assigned to a route during the summer. Termination of probationary employees shall not be subject to appeal.
- F. Prior to discipline, discharge or demotion as a result of unsatisfactory performance, an employee shall be given the reason, in writing, such action is to be taken. Prior to discharge or suspension, the Union shall be provided notice by fax or US Mail.
- G. Where the District determines that the nature of the offense is such that the unsatisfactory behavior or performance of the employee can be corrected and warrants continuance of employment, it shall so inform the employee, in writing, and provide the employee with an opportunity to correct the unsatisfactory performance.
- H. Where the District determines that the nature of the offense is such that immediate suspension is necessary, the employee may be suspended immediately from employment with the District until such charges are investigated by the Human Resources Department and a decision is made to continue or to discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.
- I. Oral warnings and discipline shall be administered in private and shall be progressive. Generally, progressive discipline prior to discharge shall include oral warnings, written warnings, and suspensions. The nature of the offense shall determine where progressive discipline is initiated. This section shall not apply to warnings related to safety issues.

The following are definitions and examples of progressive discipline schedules related to discipline for poor attendance and tardiness:







6. Employees who are absent five (5) consecutive days or more in a fiscal year, based upon the employee's work schedule, must submit a physician's statement upon return to work. Subsequently, the District will require a physician's statement after three (3) days absence, prior to returning to work.
7. The District will maintain a Sick Leave Bank, for which the ATU may solicit voluntary contributions from employees of up to five hundred (500) hours per year for use by employees who have exhausted their sick leave. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the ATU which will include the following:

- a. Use of the Sick Leave Bank shall be (1) by the District in cases of (a) critical (b) technical (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)

- b. An employee who is absent because of a death in his/her immediate family shall be permitted three (3) consecutive days (or in the case of spouse, parent or child, five (5) consecutive days) and two (2) additional days at two-thirds (2/3) of his/her scheduled salary. "Immediate Family" shall be interpreted to mean spouse, domestic partner, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters. Any other person living in the home of the employee shall be considered as immediate family providing the employee was responsible for the care of such person. In the event of death in the employee's immediate family during the employee's vacation time, s/he shall be entitled to the funeral leave provided by this Section in addition to accrued vacation time.

4. Emergency/Personal Business Leave

- a. Employees employed on a regularly scheduled basis shall be entitled to three (3) days leave per work year without loss of pay under the following circumstances:
- b. In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made; or,
- c. For attending to matters which cannot be scheduled outside the employee's work hours and for which the personal attention of the employee is required. In such cases, a request indicating the reason for the leave must be made to the responsible administrator at least twenty-four (24) hours in advance.

d.



- b. An employee who returns to duty following a child care leave shall be entitled to any step increases received by other employees within his/her classification provided s/he was continuously employed for at least one-half (1/2) of his/her designated work year immediately prior to beginning the leave.
- c. The District shall retain full control and authority to establish policies and regulations in accordance with State statutes, regarding the administration of maternity and child care leaves. Such policies and regulations may include, but not be limited to: application procedures, requirements for physician statements, return procedures, etc. Such policies and regulations shall not be considered as part of this Agreement.

4. Federal Family Medical Leave Act and Oregon Family Leave Act

Family medical leave shall be granted according to the provisions of Federal Family Medical Leave Act and Oregon Family Leave Act (FMLA and OFLA). If there is a conflict in the two (2) statutes, the employee gets the greater benefit.

The District may require employees to utilize all accrued paid leave if on an approved FMLA/OFLA leave of absence.

5. Military Leave

The District shall be solely responsible for the establishment of a military leave policy required by ORS 408.210 through 408.290.

D. RETURN FROM LEAVE

Employees who are on an approved leave shall have the right to return to their position within twelve (12) months providing the position continues to exist.

**ARTICLE 17:  
INSURANCE**

A. HEALTH AND WELFARE TRUST

- 1. The District shall contribute to the School District No. 1 Health and Welfare Trust the cost of full-time bargaining unit members and their dependents and domestic partners participating in the insurance plans of the Trust.
  - a. Effective February 1, 2015, the District shall contribute up to \$1,162 per month, and effective February 1, 2016, the District shall contribute up to \$1,255 per month, and effective February 1, 2017, the District shall contribute up to \$1,355 per month toward the cost of health, dental, vision, life, and long-term disability insurance benefits for each full-time eligible employee. This monthly amount is for the employee and his/her eligible dependent(s) and spouse/domestic partner.
  - b. The employee's portion of the monthly premium shall be made through a "lump-sum" deduction from his/her paycheck. Should the appropriate tax codes allow, said deduction shall be made on a pre-tax basis upon proper authorization from the employee. Should the District's payroll system allow, said deduction shall be made on the employee's first (1<sup>st</sup>) paycheck of the month for which the contribution is made.
- 2. District contributions shall be for the cost of each insurance for participants in any of such plans, including eligible dependents of employees; provided that medical/hospitalization insurance shall be considered first priority and dental insurance shall be second priority. Before such payment is required with respect to an employee, the Trustees shall certify to the District that the employee has such medical/hospitalization coverage (1) through the Trust, or (2) from other coverage which is substantially equal to or greater than that provided by the Trust. The District will not offer a similar plan or other

medical/hospitalization insurance coverage to employees, and will not provide cash payments thereto in lieu of its contribution to the Trust.

3. If, during the life of this Agreement, a federal or state health insurance program covering all members of the bargaining unit becomes mandatory and effective, the parties agree to meet and discuss the effect thereof upon the District contribution to the Health and Welfare Trust.

#### B. WORKER'S COMPENSATION

All employees of the District are eligible for State workers' compensation benefits. For absence due to a compensable injury as defined in ORS Chapter 656, an employee shall retain the compensation check that s/he receives for time lost. The employee may supplement his/her compensation check with accrued accumulated sick leave.



MONTHLY ACCRUAL

1-5	years of service	10	days	6.7	hours
6	"	11	"	7.4	"
7	"	12	"	8.0	"
8	"	13	"	8.7	"
9	"	14	"	9.4	"
10	"	15	"	10.0	"
11	"	16	"	10.7	"
12	"	17	"	11.4	"
13	"	18	"	12.0	"
14	"	19	"	12.7	"
15	"	20	"	13.4	"
16	"	21	"	14.0	"
17	"	22	(max.)	14.7	"

Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For employees with dates of hire after the first working day of a month, accrual shall begin (and/or be increased to the next step) the following month. For the purpose of this Article "Month Worked" shall mean the month in which the employee begins work.

Regularly employed 12-month employees shall receive the above days and, in addition, shall receive Independence Day and Christmas Day. Drivers that are assigned a summer route and scheduled to work the day before or the day after Independence Day is observed shall receive the full pay for the holiday. In the event the District closes in observance of any other day, 12-month employees shall not suffer pay loss. Holiday pay is included in the monthly annual salary of salaried employees. Regularly employed hourly employees shall receive full pay for holidays.

2. Employees shall receive holiday pay provided the holiday falls on a scheduled workday of an employee and that the employee worked or was on an authorized paid leave the nearest scheduled workday immediately preceding and following the holiday. Holiday pay will be adjusted annually on the June paycheck for each employee whose average daily work schedule exceeds the employee's scheduled set-up time.
3. The District reserves the right to change the days designated as paid holidays provided that in so doing it does not reduce the number of paid holidays. Thirty (30) days prior to implementing such change, the District shall notify the ATU of the reasons therefore and provide opportunity for consultation.
4. Employees who are members of a religious faith may use the leave provisions of Article 16.B.4 for participation in religious observances when such participation during the workday is required by that faith.

## **ARTICLE 21: COMPENSATION**

### **PAYROLL CHECKS**

1. Employees whose work years are less than twelve (12) months and who are employed at the beginning of the regularly scheduled work year, may receive their annual compensation in ten (10) or twelve (12) monthly payments. Such employees must indicate, in writing, their preferred method for payment for the coming school year. This writing must be submitted to Human Resources no later than August 1 of any given year. Employees hired after August 1, but prior to the first payroll cutthan redplrsr

## BONUS PAY PROGRAM

The District may implement a bonus pay program for a group of employees (such as employees assigned to a particular school) to receive additional compensation above their normal wage or salary rates based on the group's successful completion of goals specified in advance by the District.

## SOCIAL SECURITY

At the time of the execution of this Agreement, continued participation by the District in the National Social Security Pension Act was anticipated. The District shall not take any formal action to withdraw the participation without notifying the ATU and providing opportunity for consultation.

## SCHOOL YEAR

The Board retains the right and authority to change the days on which school shall be held and to make any adjustments to the work year. In the event of adjustment to the work year, the District shall consult with the ATU before implementing any change, and the salaries set forth in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedules.

## PERSONAL VEHICLES

Employees who are required to use their personal vehicles for travel on behalf of the District during on-duty time shall be reimbursed by the District. The District may require as a condition for reimbursement that the employee provide a certificate of insurance showing that the employee has basic liability coverage equal to or greater than minimum amounts required by District policy or regulation. Reimbursement shall be at the rate established by the Internal Revenue Service.

## **ARTICLE 22: TRANSFER AND ASSIGNMENT**

- A. A driver shall receive a minimum of six (6) hours, or 6.8 hours if assigned a midday run, of work daily and shall be obligated to perform assigned work as necessary to meet the six (6) hour, or 6.8 hour if assigned a midday run, per day minimum.
- B. Drivers will be given the opportunity to bid on routes prior to the beginning of the school year. Thereafter, new or additional routes shall be posted and bid separately providing it does not conflict with the driver's existing routes. Another opportunity to bid shall occur in June for summer work.
  1. Any separate midday route which is created after initial bidding shall be posted for bid and awarded to the most senior driver as long as the new combined route does not exceed eight (8) hours of work per day. Midday routes that are combined with other routes at the completion of the initial bid shall remain combined for the school year.
  2. Route assignments will be offered to drivers on the basis of seniority and qualifications. In the event no driver accepts the assignment, it will be assigned to the least senior qualified driver taking into consideration the needs of the District and efficiencies of operations.

5. When a route becomes permanently vacant or a new route is created after initial bidding, the schedule and description of that route shall be posted and will be bid up to two (2) more times each awarded on a seniority basis. District Management will then assign any resulting open route.
6. Set-up times for routes shall be reviewed following the last week of September and adjustments made where appropriate.
7. Cover drivers shall be assigned work, including coverage of routes when regular drivers are

**APPENDIX A:  
SALARY SCHEDULE FOR BUS DRIVERS**

THE WAGE RATES FOR BUS DRIVERS SHALL BE:

HOURLY RATES

<u>STEPS</u>	<b>Effective</b>		
	<b>7/1/2014</b>	<b>7/1/2015</b>	<b>7/1/2016</b>
1	\$14.15	\$14.36	\$14.58
2	\$14.98	\$15.21	\$15.43
3	\$15.81	\$16.05	\$16.29
4	\$16.65	\$16.90	\$17.15

LONGEVITY RATES

LG-5	\$17.92	\$18.19	\$18.47
LG-10	\$18.87	\$19.15	\$19.44
LG-15	\$19.75	\$20.05	\$20.35
LG-20	\$20.74	\$21.05	\$21.36
<u>LG-25</u>	\$21.52	\$21.84	\$22.17

ASSIGNMENT  
PREMIUMS

Driver/Trainer	Base Rate + \$1.50
Driver/Dispatcher	Base Rate + \$2.00
Driver/Radio Operator	Base Rate + \$2.00
Designated Driver/Trainer	Base Rate + \$1.50



- B. A single step increment will be granted once each school year for eligible drivers. For clarification, the step increment is in addition to the salary schedule increases above.
- C. Retroactive pay adjustments shall only be implemented for those employees who are active, on an approved leave of absence, been transferred to a different position within the District, or who are PERS eligible and have retired, at the time of the adjustment.
- D. Trainees shall receive the state or federal minimum wage, whichever is highest, while in training. Trainees shall not be entitled to other benefits provided by this Agreement. Upon satisfactory completion of training and eligibility requirements and assignment as a bus driver, they shall be placed at Step 1.
- E. Newly employed drivers who have had immediate past experience as a school bus driver outside the District shall be given one (1) step credit for each two (2) years of experience except that none shall be placed higher than Step 2.
- F. A driver designated as a Driver/Dispatcher, Driver/Trainer or Driver/Radio Operator shall receive the hourly premium specified in addition to his/her hourly rate.
- G. Each driver who works more than four (4) hours per day on a continued movement shall be entitled to a minimum of one-half (1/2) hour duty-free lunch period without pay. When a driver's assignment precludes a duty-free lunch period (1/2 hour), the driver shall be paid for such period.
- H. Drivers required to attend in-service training during the course of the school year on days that they otherwise would not be working, shall receive not less than four (4) hours pay at their regular rate. The District agrees to consolidate such training into as few days as possible and shall make a reasonable effort to have the August in-service day and bid day occur on two (2) consecutive days. The ATU will send a written reminder to drivers indicating that attendance at the August meeting is mandatory and stressing the importance of on-time attendance.
- I. In the event of nonscheduled early dismissal, drivers on duty who report back to work shall receive not less than their regular setup time or actual time worked, whichever is greater. In the event of an unscheduled two-hour late start due to weather, drivers are to report one and one-half (1 1/2) hours later than regular report time. In the event of a scheduled two-hour late opening, drivers are to report two (2) hours later than regular report time.
- J. The District will provide up to two (2) days compensation for use only in the event of District designated closures because of inclement weather or reasons of an emergency nature. This additional compensation shall be considered payment for up to two (2) replacement days. District Designated Closure compensation will be used in the manner specified in the following subsections:
  - 1) If the District closes an employee's worksite because of inclement weather or reasons of an emergency nature, the following procedures will be implemented:
    - a. An Employee will be compensated at his or her regular scheduled rate of pay for up to two (2) days in a fiscal year.
    - b. If a worksite is closed for more than two (2) days in a fiscal year, employees may then use emergency/personal leave, comp time, or vacation days in lieu of unpaid leave, unless the employee has no such leave available; in which case the employee will be on an approved unpaid leave of absence.
    - c. If, due to closures because of inclement weather or reasons of an emergency nature, the school year is extended, employees will work the up to two (2) days for which pay was advanced as provided above without additional compensation.
- K. All drivers are requ 0 Ts 04 Tw 007 Tw7 Twhe becomhe fm11(i)3(li(ul)3(ar)-9( )-10(w))3(i)3(t)--2( )1(t)-7(he )]

M. During the life of this agreement, should the District increase the health insurance contribution of SEIU, PFSP, DCU, or the unrepresented employees of the District, at the ATU's discretion, Article 17 (Insurance) may be reopened for further negotiation under the expedited bargaining rules.



## **APPENDIX C: DEFINITIONS**

### Definitions:

**ON-DUTY TIME** shall be defined as:

Report to work until return to base station or parkout after completion of assigned movement. Drivers shall be paid no less than six (6) hours, or 6.8 hours if assigned a midday run. However, a driver is subject to assignment of work by the District during the entire six (6) hour, or 6.8 hour if assigned a midday run, period.

**OFF-DUTY TIME** shall be defined as:

Any time that a driver is at the base station or parkout for more than one-half (1/2) hour between movements.

**A BUS MOVEMENT** shall be defined as:

Driver and vehicle leaving base station or parkout to pick up one or more places and return to base station or parkout after completion of the assigned route.

**LAYOVER** shall be defined as:

A driver assignment at District request, where the driver remains with the bus and is paid for the time.

**PARKOUT** shall be defined as:

A driver assignment initiated by driver request and approved by the District, where the driver does not necessarily remain with the bus at a District facility. The drivers will not have such time deducted from their set-up time. Drivers may be required to return to the bus yard at the request of the District.

**EXTRA DRIVING DUTY** shall be defined as:

School bus driving work available to qualified School Bus Drivers outside of the District quarterly calendar.

**EXTRA NON-DRIVING DUTIES** shall be defined as:

Short-term work that may be in addition to, or outside of, the driver's normal route. Such work shall include, but not be limited to, radio/dispatch assistance, general housekeeping, miscellaneous administrative support, etc.

**DRIVER/TRAINER** shall be defined as:

A full-time Driver/Trainer. The position includes all driver training related duties, record keeping and safety topics and some bus driving as assigned.

**DESIGNATED DRIVER/TRAINER** shall be defined as:

A qualified Behind The Wheel Trainer. This position commits to serving annually, September 1<sup>st</sup> through August 30<sup>th</sup>, as required by the Training Department. The position will be guaranteed a minimum of six (6) hours time for days expected to work beyond Quarterly Calendar days.

**CASUAL (PART-TIME) DRIVER/TRAINER** shall be defined as:

An ATU member who is not a Designated Driver/Trainer, but functions in training related activities. The Assignment Premium will be on an event-by-event basis for the actual time spent training.

**MIDDAY ROUTE** shall be defined as:

A route that begins at least thirty (30) minutes after the completion of an AM route and ends at least

**MEM**





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**LUNCH AND REST PERIO**

