

AGREEMENT BETWEEN THE LINCOLN PUBLIC SCHOOLS AND THE TRANSPORTATION EMPLOYEES ASSOCIATION

2010-2011 and 2011-2012

This agreement between the School District of the City of Lincoln, in the County of Lancaster, in the State of Nebraska, (hereinafter referred to as "School District") and the Transportation Association (hereinafter referred to as "Association"), is for the purpose of establishing mutually acceptable procedures, practices, and conditions regarding rates of pay, hours of work and conditions of employment to be observed by the parties to this Agreement for the term of this Agreement.

ARTICLE I RECOGNITION

- 1-1. School District recognizes the Association as the exclusive bargaining agent excluding the administrative and office personnel.
- 1-2. School District agrees that it will not sign any contract, make any written agreement or recognize any other employee representative for the employees covered by this Agreement during the term of this Agreement.

ARTICLE II SCHOOL DISTRICT AND ASSOCIATION RIGHTS

2-1. School District Rights

All management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by School District, acting by and through its Board of Education and the administration of the Lincoln Public Schools, and shall remain exclusively within the rights of the Board of Education and the administration of the Lincoln Public Schools.

2-2. Association Rights

The Association and its members shall have the right to:

- a. Use school facilities for general Association meetings contingent upon receipt of approval from the appropriate principal or supervisor.
- b. Post notices of activities and matters of Association concern on the bulletin board designated for use by the Association. Postings on the bulletin board will take place according to the procedure agreed upon by the Association President and the Director of Operations.
- c. The Association president shall be provided a list of new employees on a periodic basis as requested in writing to the Director of Operations.

**ARTICLE III
NO-STRIKE CLAUSE**

- 3-1. During the term of this Agreement, there shall be no strike, stoppage, slowdown or suspension of work on the part of the Association or any of its members, or any lockout on the part of the School District or the administration of the Lincoln Public School System.

**ARTICLE IV
NEGOTIATION PROCEDURES**

- 4-1. Negotiations shall be conducted as follows:
- a. On or after January 1, the Transportation Association shall transmit to the Superintendent of Schools and the Board of Education, a request to be recognized as the official bargaining unit for Transportation employees. Following recognition, the Board or its representatives and the Association will schedule negotiation meetings to discuss salary, fringe benefits and conditions of employment.
 - b. During these negotiation meetings, the Board and Association will present relevant data, exchange points of view, and make offers and counter-offers.
 - c. Upon request of either party, the other will make available for inspection, its records and data pertinent to the subject of concern.
 - d. The Agreement shall be reduced to writing, submitted to the Board and Association for ratification, and following ratification, shall be signed by the parties.
 - e. Prior to the declaration of an impasse, the parties shall consider other alternatives to resolve the issue (e.g., a federal mediator). Should an impasse be declared, the parties shall use the impasse machinery as provided in the statutes.

**ARTICLE V
GRIEVANCE PROCEDURE**

- 5-1. Purpose - The purpose of the grievance procedure is to resolve disputes arising from the administration of the negotiated agreement.
- a. The grievance procedure set forth in this document shall not be used to change any provision of the negotiated agreement or any policy bylaws, rules, or policies of the School District as established by the Board of Education or the administration of the Lincoln Public Schools.
 - b. Any employee shall have the right to have a representative of their choosing of the Association present at any step of the grievance procedure.
 - c. A grievance is defined as an alleged violation of the negotiated agreement.
 - d. In reducing a grievance to writing, the following information must be stated with reasonable clarity: the exact nature of the grievance, the act or acts of commission or omission, the approximate date of the act or acts of commission or omission, the identity of the party or

parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, and the remedy which is sought.

- e. (Optional) There shall be a grievance committee of three or more members of the Association selected as the Association may determine. All employees in the group and the Superintendent of Schools shall be advised of the names of those serving on the grievance committee. Employees may or may not confer with this committee as their own interests dictate.
- f. STEP 1 (Informal) - The request or complaint shall be orally made to the Director of Operations within twenty (20) working days of the occurrence. The Director shall then have five (5) working days to respond to the grievance and give an answer to the employee. A grievance should be initiated promptly.

STEP 2 - A grievance which has not been settled in Step 1 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after the receipt of the answer from the Director of Operations as provided in Step 1 above. At this stage, the grievance must be reduced to writing and served in triplicate on the Director of Operations. The Director of Operations shall then arrange a meeting within five (5) working days with the employee, with or without an Association representative being present, at the discretion of the employee, in order to attempt to resolve the grievance. The Director of Operations will answer the grievance in writing within five (5) working days after the meeting.

STEP 3 - A grievance which has not been settled in Steps 1 and 2 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after receipt of the answer as provided for in Step 2 above. At this stage, the grievance must be served in writing, in triplicate on the Associate Superintendent for Business Affairs. Within five (5) working days, a meeting shall then be arranged or scheduled between the employee, the Director of Operations, and the Associate Superintendent for Business Affairs with or without an association representative being present, at the discretion of the employee, in order to attempt to resolve the grievance. The Associate Superintendent for Business Affairs will answer the grievance in writing within five (5) working days after the meeting.

STEP 4 - A grievance which has not been settled in Step 3 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after receipt of the answer provided for in Step 3 above. Notice of a desire to further process the grievance must be served in writing, in triplicate, with the Associate Superintendent for Human Resources, or his designated representative. After receipt of the notice of a desire to pursue the grievance further, the Associate Superintendent for Human Resources shall arrange for a meeting to be held within ten (10) working days in order to discuss the grievance. The Associate Superintendent for Human Resources will provide the employee with a written answer to the grievance within five (5) working days after the conclusion of such meeting.

STEP 5 - A grievance which has not been settled in Step 4 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after receipt of the answer provided for in Step 4 above. Notice of a desire to further process the grievance must be served in writing, in triplicate, with the Superintendent of Schools, or his designated representative. After receipt of the notice of a desire to pursue the grievance further, the Superintendent of Schools shall arrange for a meeting to be held within

ten (10) working days in order to discuss the grievance. The Superintendent of Schools will provide the employee with a written answer to the grievance within five (5) working days after the conclusion of such meeting.

STEP 6 - If a satisfactory settlement is not reached at Step 5 the aggrieved party must file his/her grievance in writing with the Board of Education within five (5) working days of the date a response from Step 5 is received. A committee of the Board of Education shall conduct a hearing with the aggrieved party and his/her representatives within fifteen (15) working days of receipt of the grievance. A written answer must be given by the Board within twenty (20) working days of the date it received the grievance. Such decision of the Board of Education shall be final except proper redress may be sought through the legal process should the employee elect to do so.

5-2. General Conditions

- a. If the grievant is successful with the grievance, any disciplinary action will be retracted and all references to the disciplinary action will be removed from the employee's personnel file. Also, if successful, the relief requested shall be implemented if it does not violate state statute or policy of the Board of Education.
- b. No Reprisals. The use of the grievance procedure by any employee shall in no way result in prejudice to his/her employment status or result in any other form of reprisal.
- c. Time Limits. The time limits stipulated shall be considered as a maximum to insure resolving grievances as rapidly as practical. Time limits may be extended only under conditions of written mutual consent by the grievant and employer.
- d. Failure to Meet Time Limits. Failure of the aggrieved party to proceed to any step of the grievance procedure within prescribed time limits set forth in Item 5-1 shall be considered to be a waiver of any other grievance procedure considering the particular grievance. Failure of any administrator to meet time limits for any step of the grievance procedure shall allow the aggrieved party to proceed to the next step of the grievance procedure.
- e. If the Association considers that any grievance is applicable to more than one employee, a grievance procedure may be initiated on behalf of the aggrieved group by the Association. The grievance shall commence at Step 3 of the grievance procedure.
- f. Grievance documents are not placed in the employee's personnel file in Human Resources. A separate grievance file may be maintained, however, by the Supervisor of Employee Relations. Grievance information is not used for any evaluative purpose regarding the employee and is not accessible to other district supervisors or to outside employers.
- g. Grievance forms are available at the supervisor's office.

ARTICLE VI CONDITIONS OF EMPLOYMENT

- 6-1. Paychecks - Transportation employees will be paid twice monthly in accordance with the schedule developed by the district annually. Any full school-year employee will have the opportunity to choose a 10-month pay plan or a 12-month pay plan prior to the beginning of the school year. If an employee wishes to be paid on a 12-month pay plan, the employee must sign the appropriate form

and it must be received by the Payroll Office on or before July 15th prior to the school year to which the election applies or, for employees employed after July 15, prior to the first day of work. The 12-month pay plan election will remain in effect indefinitely as long as the employee is employed and this election is available to the employee group. However, the employee may revoke election effective for a future school year by submitting a written revocation prior to July 15th of the school year for which the revocation relates. Such revocation must be received by the Payroll Office on or before July 15th of the school year for which the revocation relates.

Newly hired employees and employees who terminate employment will be paid according to the schedule developed by the Payroll Department.

Transportation employees employed after February 1 will receive their compensation in payments through the June paycheck unless they participate in one of the district's insurance programs requiring payroll deductions through the August paycheck.

Pay Dates - Transportation employees shall have the option of receiving their July and August paychecks, with the appropriate and necessary deductions, along with their June 30 paycheck. The employee must sign the appropriate form and it must be received by the Payroll Office on or before July 15th prior to the school year to which the election applies, or, for employees employed after July 15, prior to the first day of work. The election will remain in effect indefinitely as long as the employee is employed and this election is available to the employee group. However, the employee may revoke the election effective for a future school year by submitting a written revocation prior to July 15th of the school year for which the revocation relates. Such revocation must be received by the Payroll Office on or before July 15th of the school year for which the revocation relates.

Training Pay - The employee must work a minimum of thirty (30) days following training in order to receive training pay. The Transportation Department will submit a request for training pay to payroll for the next following pay period. In order for a day to count as one of the 30 days, the driver must log some work time during that day.

Pay for Time Used to Renew Licenses - Drivers will be paid for two (2) hours at their hourly rate of pay each year for the time used in obtaining the physical exam and the Nebraska School Bus Permit. If the time taken in obtaining the physical exam and the Nebraska School Bus Permit exceeds two hours, the employee can seek authorization from a supervisor for payment for additional time. An additional two (2) hours will be paid during the year when the employee's CDL is up for renewal. This agreement is void, however, if the employee's license is allowed to expire.

Recertification Testing – Throughout the duration of their employment, transportation employees, regardless of their work hour assignments, are required to demonstrate that they are able to complete the essential physical functions of their position. Prior to completing the recertification physical, the employee may request from the Director of Operations a brief description of the tasks to be completed during the test. It is the employee's responsibility to request such description from the Director of Operations.

Employees receive a total of one (1) hour pay at their hourly rate for recertification testing. Additional time beyond one hour may be approved if circumstances beyond the employee's control were present. A decision to pay more than the one hour will be made on a case by case basis after review by a supervisor.

Service Year Stipend - A service year stipend will be paid according to the chart contained in Appendix A.

Eligibility begins in the fiscal year following the completion of the number of years of continuous LPS service in any capacity (except as a substitute or an hourly employee working sporadically). An approved leave of absence does not cause a break in continuous service, but the time away from work during the leave of absence does not count as credited work experience. If an employee's first workday with the school district is prior to October 1, that year will count as a year of service toward eligibility for the service year stipend.

Core Competencies - A stipend of one hundred dollars (\$100) will be paid to each para who has completed the four (4) specified staff development courses identified as Level 1 Core Competencies.

6-2. Work Schedule

- a. All hours above 40 in a work week will be paid at the rate of one and one-half hours for each hour of overtime worked. All hours paid but not worked do not count toward the 40-hour threshold for payment of overtime. Transportation employees will also receive the time-and-one-half rate for any Saturday or Sunday work regardless of the number of hours worked during that work week. All requests for overtime must receive prior approval from the employee's immediate supervisor.
- b. Transportation employees working Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Memorial Day or Independence Day will be compensated at a double-time rate. Transportation employees working the district holiday following Thanksgiving Day or the day prior to or following Christmas Day or New Year's Day will be compensated at time-and-one-half rate. Transportation employees working Good Friday on those years that Good Friday is an unpaid day will be compensated at the regular pay rate unless those hours would cause that employee to have worked beyond the 40-hour limit for that week, then the employee would be compensated at a time-and-one-half rate for only hours worked beyond the 40 hours.
- c. All payments for overtime are included as part of the regular paycheck.
- d. Call back time. The employee will be paid at the rate of two (2) hours pay for any field trip canceled when the employee is at the transportation building ready or en route to a school for a field trip. If employees arrive at the Transportation Center fifty (50) minutes or less prior to the departure time of the bus from the respective building and the field trip is canceled, the employee will be paid the two-hour call back time. If the employee is at the Transportation Center more than fifty (50) minutes before the trip is to leave and the trip is canceled, the employee will not be paid the call back time. Also, any employee called in to work and then is not needed will be paid the equivalent of two (2) hours of pay.
- e. Midday Route: Employees assigned to only one (1) midday route will receive payment for a minimum of one (1) hour.
- f. Drivers who have assignments which necessitate that they work throughout the entire day may bring and eat their lunch on the bus when not driving. If the driver does not bring his/her lunch, the driver can take a short lunch break at a school, restaurant, or other eating establishment provided that the restaurant or eating establishment is in route or within a reasonable distance from the employee's route. If an employee is uncertain about the

reasonableness of the distance to the restaurant or eating establishment from the employee's route, the employee should receive prior approval from either the Director of Operations or Assistant Supervisor for Transportation Services. If the driver is eating at a restaurant or other eating establishment, the bus needs to be parked in a safe location visible to the driver. Any short lunch break must not interfere with the driver's driving responsibilities or other responsibilities.

Drivers who anticipate that their schedule will allow an uninterrupted lunch break of thirty minutes or more should contact the supervisor for determination of if the lunch time should be unpaid time.

- g. Field Trips. Any driver who averages 10 hours of regular route driving per week may request to be on the in-town (for example: after school, Seacrest and Saturday) and/or the out-of-town field trip list. The Transportation Department will be in compliance with all applicable state and federal laws regarding out-of-town trips.

The requirements for out-of-town trips are:

1. One full semester of accident-free driving experience with Lincoln Public Schools Transportation Department. Nonpreventable accidents as determined by the Driver Review Committee will not count against the driver.
2. To receive passing grades on both a written test and a hands-on knowledge of equipment test. Both tests will be administered by the Assistant Supervisor of Transportation or designee. Current drivers who are removed for cause from the out of town field trip list for any reason must retake the tests and receive a passing grade on both. No driver may drive for an out-of-town field trip without passing these tests. If a driver requests to have his/her name removed from the out-of-town field trip list and has a period of separation from the transportation department of more than ninety (90) days, he/she must retake the tests to again be eligible for the out-of-town list. Under emergency conditions, however, the Director of Operations may assign a driver who is otherwise eligible for field trips to a field trip by waiving the testing requirement for that driver. The testing waiver will be in effect for only that trip.
3. After two (2) preventable accidents in one semester, the driver's name will be removed from all field trip lists for the remainder of the current school year. For purposes of this section, summer school will be considered as part of the second semester.

Daytime field trips will be assigned to the daytime field trip drivers in seniority order according to the time length of the daily trips. When more than five field trip buses are needed in one day, trips will be assigned in seniority order to drivers of 84-passenger buses who do not have other route assignments during trip times. If a field trip is canceled after driver assignments are issued on Friday, make-up or reassignment trips will not be issued for daytime field trips.

- h. Drivers or paraeducators will be paid for a route if they are at the appropriate location (school, transportation building or en route) ready for duty when advised that a route will be canceled due to student absence. The decision by the Director of Operations or designee to cancel will be made on a daily basis. Drivers and paras will be paid for the day(s) that the route is "on-hold."
- i. Route audit times will be posted at the end of each nine-week period of the student calendar.

- j. New drivers will be given the option of serving as a substitute para with substitute para salary or as a substitute driver with substitute driver salary until they are assigned a driver route assignment. New drivers may request a para route assignment with para salary and fringe until they are assigned a driver route assignment.
 - k. Some route assignments allow the driver (para) to return to Transportation between routes. If, after figuring travel time to and from a school site, the driver (para) has 20 minutes or less at Transportation, he or she will stay "on the clock." If the time at Transportation is 21 minutes or more, the driver (para) will go "off the clock."
 - l. The Director of Operations and the special education coordinator at the respective building will determine the role of the non-transportation employees on these buses.
- 6-3. District Committees - Transportation employees serving on district committees that meet during their work day may apply to receive pay for the hours they take off from a route to attend the meeting.
- 6-4. Driver Assignment - Although principals and supervisors may provide input regarding driver assignment, the Director of Operations will make the final selection in choosing drivers within the guidelines of the seniority process.
- 6-5. Substitute Calling - . The Director of Operations or designee will consider substitute employees, in order of the date of hire as substitutes or transportation employees, for substituting.
- 6-6. Commercial Driver's License - Driver's license fees, other than the personal part of the individual's driver's license, will be paid by Lincoln Public Schools.
- 6-7. Duty Days - Employees are to be on duty each day of their route assignment except when holidays are given to the whole system or for approved absences.
- 6-8. Transportation Seniority System
Transportation employees – The system to determine the seniority date utilized for route sign-up has remained the same since 2006 and will remain the same up to September 1, 2010. The system determines the seniority date of a driver by the date the driver received his/her school bus permit and the seniority date of a paraeducator by the first day worked for transportation.

For a transportation employee hired prior to September 1, 2010, his/her seniority date remains unchanged. For an employee hired after September 1, 2010, his/her seniority date is the day of the first work assignment. In case of duplicate hire dates, the date and time of the interview with the Director of Operations or designee will be used to determine seniority.

Once the initial seniority date is established, any break in service other than an approved leave of absence shall result in the loss of the seniority date. For purposes of this section, a break in service would be caused by a resignation, termination, becoming a substitute or changing employee groups (example: resigning as a transportation employee and becoming an office professional).

If a break in service occurs, if the former transportation employee is continuously employed as a substitute transportation employee and that employee is rehired within one calendar year of the break in service, the employee's seniority date at the time of the break in service will be reinstated. The reinstatement of the seniority date will take place on the date of the first day worked as a transportation employee.

Substitute Transportation Employees - Substitute transportation employees hired on or after September 1, 2010 will not receive a seniority date. Those substitute transportation employees hired prior to September 1, 2010 will retain their seniority dates until the first work day after regular route sign-up in August of 2011. At that time, the substitute employees will lose their seniority dates. If a substitute employee is hired as a transportation employee prior to the first work day after regular route sign-up in August of 2011, he/she will retain their seniority date.

Routes are posted in the fall prior to the upcoming school year. On sign-up day(s), drivers report to the Director of Operations or designee in seniority order and choose which route they wish to drive for the coming school year. Between sign-up sessions, sign-up boards will be placed at a location accessible to employees.

Any specialized routes that are established, including Behavior Skills routes, will be posted for bidding. Behavior Skills training will be scheduled annually or as deemed necessary. Employees with the Behavior Skills routes are expected to participate in such training.

The Director of Operations reserves the right to act in the best interest of the district in assigning routes to drivers and paraeducators.

Seniority Procedure For Standard Routes After Beginning of School Year: A standard route is defined as a route that has been established and is bid upon during the regular sign up time each year. Should a standard route for either a driver or a paraeducator become available during the school year, the route will be posted for a minimum of four (4) working days and employees may sign up if they are interested. The replacement decision will be made on the fifth day or as soon as possible after the fourth day of posting. No alterations, other than reducing it to a total of eight (8) hours, will be made in the route prior to it being posted and bid upon. After the 4-day sign-up period is over, the Director or designee will determine seniority order of the employees who signed up and employees will be informed of their choices.

The Director of Operations reserves the right to act in the best interest of the district in assigning routes to drivers and paraeducators.

After the maximum number of two (2) assignment changes resulting from the initial route vacancy has been completed, the Director of Operations or designee will make the assignment to the open route. The Director of Operations or designee will consider substitute employees, in order of the date of hire as substitutes or transportation employees, as possible candidates for hire for the assignment.

Standard midday routes will be chosen by the seniority of the team member who will be driving the midday route.

Seniority Procedure For Additional Routes That Are Established After Beginning of School Year: Once standard routes have been established and bid upon, a list will be developed consisting of additional routes that have been added since the standard routes were bid upon. An "additional route" differs from a "new route" in that it is a route that can be added or linked to a standard route and will serve to increase the route assignment of the driver of that route. The additional route will not require another bus to be added to the original plan for the school year. Each additional route will be added to the bottom of the list of routes in the order that they are established. Drivers, in order of seniority, will be considered for the additional route. The Director of Operations or designee will select prospective drivers for the additional routes by considering seniority, route assignment, and bus location of each driver on the seniority list.

The Director of Operations reserves the right to act in the best interest of the district in assigning routes to drivers and paraeducators.

- 6-9. Travel Reimbursement - Mileage will be paid for employees who are required to drive their own vehicles during their regular scheduled working hours between two work sites. Claims for reimbursement will not be honored unless the travel has been authorized by the Director of Operations.
- 6-10. Transportation Handbook - The Transportation Handbook will be updated as necessary by the administrative staff. If significant additions or changes to the handbook are necessary, the Transportation Association will have the opportunity to have input before information is provided to all transportation employees.
- 6-11. Security of Employee Records - Transportation employees are assured that their records will be handled in a confidential manner. The files are locked and the Director of Operations, the transportation payroll clerk, and the driver trainer are the only employees who have keys.
- 6-12. Workday Schedule Sharing Program

A shared workday schedule may be shared on an a.m./p.m. basis, an alternate day basis, a modified alternate day basis or on an alternate weekly basis. All statements in sections a. through e. below refer to paraeducators as well as drivers.

- a. The transportation seniority of the senior driver of the team will be used as the seniority for the team. If the schedule is to be shared on a modified alternate day basis, the driver with the most seniority must drive approximately 50% of the time. If the senior driver becomes unable to drive approximately 50% of the time, the senior driver will forfeit his/her shared workday schedule and his/her part of the shared workday schedule will be posted a minimum of four (4) working days. If the senior driver's workday schedule is not bid upon, the Director of Operations or designee will make the assignment to the open route. The Director of Operations or designee will consider substitute employees, in order of the date of hire as substitutes or transportation employees, as possible candidates for hire for the assignment.
- b. The Director of Operations will proceed with the regular route sign-up process according to transportation seniority. The senior driver of each team will be responsible for participating in this process.
- c. A driving schedule for the year would be developed by each driver sharing their workday schedule in cooperation with transportation department staff.
- d. If one member of a team is unable to continue their workday sharing schedule or if an employee with a full work schedule wishes to form a workday sharing team, that part of the workday would be posted a minimum of four (4) working days as a one-half workday schedule. If the workday schedule is not bid upon, the Director of Operations or designee will make the assignment to the open route. The Director of Operations or designee will consider substitute employees, in order of the date of hire as substitutes or transportation employees, as possible candidates for hire for the assignment.
- e. Employees sharing the workday are permitted to switch days with their shared workday schedule partner. The transportation department should be notified as soon as possible of the request to switch days.

- 6-13. Occupational Blood Exposure Procedure - The district health services and the Risk Management Office have developed an employee blood exposure procedure for the district. If an employee has not received a brochure containing information concerning the district's exposure control plan, the employee should contact the Risk Management Office. Employees should read and follow the procedures contained within the brochure.

ARTICLE VII LEAVES

- 7-1. Sick Leave - Transportation employees will earn sick leave at the rate of 3.4483 minutes per hour worked. When employees are on paid leave, they will earn sick leave based upon their regular scheduled assignment for the given day (excluding non-route-assignment field trips).

Employees can accumulate a total of 1392 sick leave hours.

- a. Provision is made for sick leave during the course of the work year. Absence due to personal injury or accident not arising in the course of employment, absence due to illness of a person residing in the same home as part of the family, and also children, parents, parents-in-law, and siblings not residing in the same home, and absence due to quarantine laws of the State are interpreted as sick leave available. Employees may use available sick leave days if they or their spouse are required to participate in an employee-assistance program (EAP).
- b. Each employee can utilize sick leave based upon their regular scheduled assignment for the given day (excluding non-route-assignment field trips).
- c. Employees will be provided workers compensation leave as required by state statutes. Employees are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

Worker's compensation salary benefits do not begin until seven (7) calendar days after the date of injury. Employees who sustain a compensable work-related injury will not be docked for the work days missed, due to the injury, that fall within that seven (7) calendar days. In addition, employees will not be docked for time spent receiving medical treatment related to the injury. If an employee is disabled beyond six (6) weeks, worker's compensation benefits will be paid for the first seven (7) days. At that time, the amount paid under worker's compensation for the seven days following the injury will be deducted from the employee's pay.

- d. Any employee absent for a period of five (5) consecutive days or more due to a non-work related illness or injury shall present to the Director of Operations a written statement from his/her physician stating that he/she is physically able to return to duty. The release is to be presented in person before the employee returns to duty.
- 7-2. Pay for Unused Sick Leave - Employees who separate from the Lincoln Public Schools following ten (10) years of employment in any capacity (except as a substitute or an hourly employee working sporadically) will receive four dollars (\$4.00) per hour for each hour of accumulated sick leave. Employees separating from the school district following fifteen (15) years of service will receive five dollars (\$5.00) for each hour of accumulated sick leave. Employees separating from the school district following twenty (20) years of service will receive six dollars (\$6.00) for each hour of accumulated sick leave. If an employee's first workday with the school district is prior to October 1, that year will count as a year of service toward eligibility for pay for unused sick leave.

A payment for unused accumulated sick leave upon retirement, which meets the qualifications of the district non-elective 403(b) plan, will be paid through a contribution to such plan subject to the annual contribution limit under Internal Revenue Code (IRC) section 415. Any amount in excess of the annual contribution limit of IRC section 415 will be paid as taxable compensation to the retiree.

- 7-3. Emergency Leave - Employees earn 1.0345 minutes of emergency leave per hour worked. The total accumulated emergency leave maximum is 24 hours, with any emergency leave in excess of 24 hours being converted to sick leave on a monthly basis. Each employee can utilize emergency leave based upon their regular scheduled assignment for the given day (excluding non-route-assignment field trips). When employees are on paid leave, they will earn emergency leave based upon their regular scheduled assignment for the given day (excluding non-route-assignment field trips).

Request for absence to be classified as emergency leave will be made to the Director of Operations and then forwarded to the Associate Superintendent for Human Resources in writing on a Request for Leave form explaining the reason for the absence. The Associate Superintendent for Human Resources will determine if the absence qualifies for emergency leave. Twenty-four (24) hours notice, when possible, shall be given by the employee to his or her immediate supervisor.

The following items are typical of approved requests for emergency leave:

- a. Transactions of serious personal business which cannot be arranged for at a time other than work hours.
 - b. Legal arrangements which are related to the immediate family of the employee.
 - c. To comply with court summons.
 - d. Special examination administered by a university for an advanced degree program.
 - e. To extend bereavement leave.
 - f. Immediate family emergencies which are beyond the control of the employee, e.g. surgery, serious illness, after sick leave is exhausted.
 - g. Absence of an employee resulting from mandatory pre-induction physical examination requested by the Selective Service System, Reserves and National Guard.
 - h. To participate in religious observance obligation which cannot be attended prior to or after the normal work day schedule.
 - i. To attend the funeral of a friend, relative, or acquaintance, if not covered by death leave.
 - j. To attend the graduation or wedding of a son or daughter.
 - k. To extend sick leave after sick leave is exhausted.
- 7-4. Special Leave Day - Transportation personnel who have been employed with Lincoln Public Schools in any capacity (except as a substitute or an hourly employee working sporadically) for eight (8) years of consecutive service, may take two (2) days of special leave, at no cost to the employee. If an employee's first workday with the school district is prior to October 1, that year will count as a year of service toward eligibility for the special leave days. The employee will be

compensated for eight (8) hours of work on the day of special leave. Eligibility for the special leave day will continue for each successive year of employment after having been earned. The days will be agreed upon between the employee and the Director of Operations and transportation employees are encouraged not to request special leave during the first ten (10) days or the last ten (10) days of the school year. If the employee has not used the special leave day(s) by the last working day of the school year, the day(s) will roll over into accumulated sick leave at the beginning of the following year, or, if the employee completes the appropriate request form and the form is received by July 1 in the Payroll Office, Box 32, LPSDO, the employee will receive payment for eight (8) hours for one unused special leave day or sixteen (16) hours for two unused special leave days. The payment will be at the employee's regular rate.

- 7-5. Bereavement Leave - A total of not more than five (5) working days on full pay is allowed each employee for absence in case of death to attend the funeral in the immediate family defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandchildren or person residing in the same home as a part of the family.

A total of not more than three (3) working days on full pay is allowed for each employee for absence in the case of death to attend the funeral of other members of the family, defined as brother-in-law, sister-in-law, grandparents, aunt, uncle, niece, nephew.

Employee may be excused, without loss of pay, for a period of up to four (4) hours, to attend a funeral service of friends or relatives not listed above. This time period may be extended by use of emergency leave. The employee is required to notify the immediate supervisor for approval. A maximum of four hours of this leave may be used per school year.

- 7-6. Jury Duty - Employees of the Lincoln School District are encouraged to fulfill their citizenship obligation of jury duty. Their salary will continue during time spent in jury service.

Employees shall give their immediate supervisor notice within a reasonable time of receiving a jury summons. Employees are expected to follow absence reporting procedures. If an employee is dismissed from jury duty for the remainder of the day, the employee is to report to work for the balance of the day.

Employees on a work schedule that does not coincide with the general school day schedule shall contact their supervisor upon receiving a jury summons to determine their work schedule during the period of jury duty service. Upon being dismissed from jury duty each day, such employees shall contact their supervisor to receive instructions as to when or whether to report to work that day.

- 7-7. Personal Leave (Unpaid) - If for any reason, the above leaves are not available to the employee, personal leave may be requested, and must be approved by the Associate Superintendent for Human Resources.

- a. Personal Leave may not be extended beyond the current employee's work agreement.
- b. Deduction in compensation for such absence is made.
- c. Leaves will not be granted to accept positions elsewhere.

- 7-8. Military Leave - Personnel who are members of the Reserves or National Guard will be entitled to military leave in accordance with applicable state and federal statutes.

- 7-9. Definition of Day - In the sections above concerning leave, a day is defined as the employee's regular work assignment for the day.
- 7-10. Voluntary Leave Transfer for Catastrophic Illness - The Voluntary Leave Transfer gives transportation employees the opportunity to help fellow employees by donating annual leave to employees faced with serious personal or family medical conditions that require their absence from duty for a prolonged period of time.

In order to be a leave recipient an employee must:

- a. Be a Lincoln Public Schools transportation employee.
- b. Exhaust all other types of available leave.
- c. Provide the Associate Superintendent for Human Resources, or their designee, with written confirmation from a physician on the approved LPS form that the employee or immediate family member is suffering from a medical condition requiring the employee be absent from work. For purposes of this program, immediate family shall be defined as family members residing in the same home as well as children, parents, parents-in-law and siblings not residing in the same home.

After the Associate Superintendent for Human Resources has approved an employee as a leave recipient, transportation employees may donate annual sick leave. Said donation shall be submitted in writing on the form provided by the Human Resources Office for this purpose.

Approved leave recipients may solicit leave donation from within their own building and/or use District or Association communication channels. In order to protect employee privacy, no solicitation of leave shall be undertaken without their prior approval.

Leave shall be requested in a block of time not greater than 30 days and not greater than the remainder of the current school year. The donation shall be made in whole day increments and submitted in writing on the form designated by Human Resources. Leave shall be transferred in the order received and any leave remaining shall be returned to the original contributor.

An employee may use a maximum of 30 days of donated leave within a school year. For the purpose of the donated leave program, a school year is defined as the period of time starting on September 1 and ending on August 31 for 260-day employees and the work schedule calendar for other employees.

Staff may make additional leave transfer requests if the illness extends beyond the original anticipated date. All leave transfer donations shall be treated as confidential.

Leave may be transferred to and from an employee in another employee group, if that group has a similar leave transfer for catastrophic illness and that group agrees to a reciprocating arrangement with the Association.

- 7-11. Leave During Summer School - Transportation employees who work during summer school accrue sick leave and emergency leave. These employees may not utilize leave during summer school.

ARTICLE VIII SALARY

- 8-1. Wages – The 2010-2011 and 2011-2012 salary schedules are found in Appendix A.
- 8-2. School Cancellation Days - The first regularly scheduled school day canceled throughout the district due to inclement weather or other reasons, in which employees are not to be compensated for the day, will be designated as the paid school cancellation day. The compensation will be the employee's regular wage multiplied by the employee's regular work schedule hours for that day. To be eligible for the paid school cancellation day compensation, the employee must have actually worked on the workday prior to or the workday after the paid school cancellation day.

After the occurrence of the paid school cancellation day, if a regularly scheduled school day is canceled throughout the district due to inclement weather or other reasons, employees with no work to come to can first utilize available emergency leave and then available special leave. If the employee has no available emergency or special leave, a maximum of two days of sick leave may be used. If no emergency, special or sick leave is available, the employee will receive no compensation for the day.

ARTICLE IX FRINGE BENEFITS

- 9-1. Each employee who purchases a district health insurance policy through the Educators Health Alliance (Blue Cross/Blue Shield of Nebraska) will receive the amounts per month listed in Appendix A toward that purchase.

If a transportation employee takes Employee+Spouse+Child(ren) coverage and his/her spouse is an LPS employee who is eligible for district EHA health insurance but who is not taking EHA health insurance, there is an additional district contribution of \$359 per month in 2010-2011 and 2011-2012.

During the month of December 2010, the employee will have no deduction for health insurance.

Eligibility for enrollment or re-enrollment in the district health plan after a leave of absence is dependent upon any applicable Family Medical Leave Act provisions, the underwriting guidelines of the health insurance company, the district's Section 125 Flexible Benefits Plan, the rules of the Benefits Department concerning eligibility of newly hired employees, and the employee's ability to pay his/her portion of the premium through payroll deduction for the remainder of the fiscal year.

- 9-2. Death Benefit - The Board of Education provides a \$5,000 death benefit for each employee.
- 9-3. The following insurance coverage is available to qualified employees through payroll deduction:
1. Disability Insurance
 2. Life Insurance
 3. Dental Insurance
 4. Vision Insurance

ARTICLE X SPECIAL PROVISIONS

10-1. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the mutual consent of both parties in written and signed amendments to this agreement.

10-2. A copy of the total agreement will be available for individual review.

10-3. This agreement is for the 2010-2011 and 2011-2012 school years. It becomes effective on September 1, 2010, and shall continue until August 31, 2012 unless reopened according to the reopener language in 10-4.

10-4. Reopener - In the event that either levy election, judicial action, legislative action, or the petition process results in changes in the constitution or current statutes changing the funding available to Lincoln Public Schools, either party may reopen this agreement for the purposes of modifying the salary and fringe benefits during the term of this agreement. In the event that the district's contribution to the Nebraska Public Employees Retirement System increases, either party may reopen this agreement for the purpose of modifying the salary and fringe benefits during the term of this agreement. In the event that the Educators Health Alliance mandates an open enrollment or a special enrollment either party may reopen this agreement for the purpose of modifying the salary and fringe benefits during the term of this agreement.

It is understood and agreed that the health insurance law; the available health insurance offerings; future premium rates; and underwriting guidelines are in an unsettled status. It is agreed that either party may reopen this agreement for the purpose of modifying salary and fringe benefits during the term of this agreement in the event either party determines such to be in their best interests.

10-5. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Transportation Association

Richard L. Smith
Chairperson of Negotiation Team

Colleen Prasek

Pam S. Hemminger

Doug Whitson

1 September 2010
Date

Board of Education

Kathy Duncanson
President

Chairperson of Negotiation Team

Date

Appendix A
Lincoln Public Schools
Transportation Salary Schedule
2010-2011 and 2011-2012

Driver	
2010-11	2011-12
15.20	15.31
15.76	15.87
15.92	16.03
16.23	16.34
16.98	17.09
17.75	17.87
18.45	18.58
19.19	19.32

Paraeducator	
2010-11	2011-12
10.86	10.93
11.23	11.31
11.62	11.70
12.06	12.15
12.47	12.55
12.85	12.94
13.26	13.35
13.68	13.78

Service Year Stipend Schedule

The service year stipend is paid in addition to salary according to the table below.

Years Service	Hourly Rate
2 - 4	\$0.10
5 - 9	\$0.20
10 - 14	\$0.25
15 - 19	\$0.30
20+	\$0.35

Monthly District Health Insurance Contribution

	2010-11	2011-12
Employee Only Coverage	456.90	498.37
Employee + Child(ren) Coverage	628.48	703.69
Employee + Spouse Coverage	711.29	796.43
Employee+Spouse+Child(ren) Coverage	939.58	1,053.29

If a transportation employee takes Employee+Spouse+Child(ren) coverage and his/her spouse is an LPS employee who is eligible for district EHA health insurance but who is not taking EHA health insurance, there is an additional district contribution of \$359 per month in 2010-11 and 2011-2012.