## JORDAN SCHOOL DISTRICT & Jordan Educational Support Professionals Association

## Classified Negotiated Agreement 2016-17

#### **Negotiations Team**

- Susan Pulsipher Janice Voorhies Troy Powell Dennis Durrant Janet Tufts Kevin Sprague Merlynn Larson Tim Bell
- President, Board of Education Vice President, Board of Education President, JESPA - Maintenance Transportation Nutrition Services Custodial Services Transportation UniServ Director

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#### Jordan School District Board of Education

Susan Pulsipher Janice L. Voorhies Kayleen Whitelock Jen Atwood J. Lynn Crane Richard S. Osborn Matthew Young

President, Precinct 3 Vice President, Precinct 6 Secretary, Precinct 4 Member, Precinct 7 Member, Precinct 1 Member, Precinct 5 Member, Precinct 2

## Classified Negotiated Agreement Financial & NEG Policies 2016-17

### Between Jordan School District Board of Education & Jordan Educational Support Professionals Association

The Jordan School District Board of Education and Jordan Educational Support Professionals Association (JESPA) agree to the following agreements for classified employees:

- 1. Steps will be provided to classified employees for the 2016-17 school year. (Attachment #1 Classified Salary Schedule)
- 2. A Cost of Living (COLA) increase in the amount of 1.20% will be added to all Steps on the Classified Salary Schedule. (Attachment #1 Classified Salary Schedule)
- 3. Classified employees will cover fifty (50) percent of any anticipated insurance premium increase and the District will cover fifty (50) percent of any future anticipated insurance premium increase; however, there is no insurance premium increase for the 2016-17 contract year.
- 4. Future job study information from the Job Study Consultant will be released to JESPA.
- 5. Communication with Principals and Department Directors will be made to ensure JESPA is allowed to post information in a location which is pertinent for classified employees.
- 6. All parties agree to the following policy changes as recommended and accepted by the Classified District Advisory Committee during the 2016-17 school year.
  - Bereavement Leave Classified DP330B NEG To review and update procedures outlined in policy, including the current practices and procedures. (Attachment #2)
  - Grievance Procedure Classified DP315B NEG
     To review and update procedures outlined in policy, including the current practices and procedures. This policy change replaces the "half time" reference

with an accurate example of hours worked respective of the position. (Attachment #3)

- Personal Leave Classified DP335B NEG
   To review and update procedures outlined in policy, including the cost to classified employees if leave is taken the day before or after a holiday without lottery approval. (Attachment #4)
- Attendance Incentive Classified DP354B NEG
   To remove "personal leave" from this policy and not include personal leave in the attendance incentive criteria for classified employees. (Attachment #5)
- Assignment of Bus Drivers and Attendants DP168 NEG
   To clarify field trip rules and costs; required DOT rule updates; and modification
   to CDL reimbursement amounts. Changes are similar to proposed changes to
   AA414-Student Overnight Travel and AA416-Field Trips. (Attachment #6)

JORDAN SCHOOL DISTRICT BOARD OF EDUCATION

Susan Pulsipher, President

Dated: June 14, 2016

JORDAN EDUCATIONAL SUPPORT SUPPORT PROFESSIONALS

Troy Powell, President

Dated: June 14, 2016

# JORDAN SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE 2016 / 2017

STEP	~	7	3	4	ŝ	9	2	œ	<b>0</b>	9	11	12
LANE 10	21.33	21.90	22.50	23.10	23.71	24.35	25.00	25.67	26.36	27.05	27.79	28.53
LANE 9	19.40	19.93	20.45	21.00	21.57	22:13	22.73	23.34	23.96	24.61	25.27	25.95
LANE 8	18.19	18.67	19.18	19.69	20.21	20.76	21.30	21.88	22.48	23.08	23.69	24.33
LANE 7	17.16	17.62	18.09	18.58	19.08	19.58	20.11	20.65	21.20	21.77	22.36	22.94
LANE 6	16.34	16.78	17.22	17.68	18.16	18:64	19.15	19.66	20.18	20.73	21.27	21.85
LANE 5	15.38	15.80	16.21	16.66	17.09	17.56	18.03	18.51	19.02	19.52	20.05	20.58
LANE 4	14.29	14.67	15.06	15.47	15.89	16.31	16.74	17.19	17.65	18.12	18.61	19.12
LANE 3	12.86	13.22	13.56	13.94	14.30	14.68	15.08	15.48	15.90	16.33	16.76	17.21
LANE 2	11.37	11.68	11.98	12.32	12.63	12.98	13.33	13.68	14.05	14.42	14.82	15.20
LANE 1	10.09	10.35	10.64	10.92	11.21	11.51	11.82	12.14	12.46	12.79	13.14	13.49
STEP	*-	2	n	4	G	g	7	80	Ø	10	11	12

STEP	~	3	ო	4	5	ø	7	æ	თ	10		12
LANE 20	37.96	38.98	40.02	41.10	42.19	43.32	44.49	45.69	46.91	48.16	49.46	50.77
LANE 19	35.88	36.83	37.81	38.82	39.87	40.94	42.03	43.17	44.33	45.50	46.73	47.98
LANE 18	33.92	34.82	35.75	36.72	37.70	38.71	39.75	40.81	41.91	43.02	44.18	45.37
LANE 17	32.05	32.91	33.79	34.70	35.63	36.59	37.57	38.58	39.61	40.67	41.77	42.88
LANE 16	30.30	31.11	31.94	32.80	33.67	34.58	35.51	36.47	37.44	38.44	39.47	40.53
LANE 15	28.65	29.41	30.21	31.01	31.85	32.70	33.57	34.47	35.40	36.34	37.32	38.32
LANE 14	27.05	27.78	28.53	29.30	30.08	30.89	31.71	32.57	33.44	34.34	35.25	36.19
LANE 13	25.60	26.28	26.98	27.71	28.45	29.22	30.00	30.81	31.63	32.48	33.35	34.24
LANE 12	23.27	23.89	24.53	25.19	25.86	26.55	27.27	27.99	28.75	29.51	30.31	31.12
LANE 11	22.04	22.64	23.25	23.86	24.49	25.16	25.84	26.52	27.24	27.96	28.71	29.48
STEP	~	2	Ċ	4	ŝ	e	~	ø	ŋ	10	11	12

Note: This salary schedule is adopted only for the current school year. Any reference to future lane or step salary increases is advisory only and subject to further approval by the Board of Education based on availability of funds.





This memorandum of understanding was created in collaboration during District Advisory Council Meetings. All parties agree to the following MOU conditions:

- DAC is the venue for communicating areas of concern by employee groups within the District, after failed attempts to resolve employee issues at the local level (School Advisory Council or Department Advisory).
- DAC recommendations are advisory only. Any item(s) which may have a financial impact may only be approved in negotiations.
- Discussion of District policies in DAC does not create a negotiated policy.
- The association bringing forth this recommendation must ratify this MOU agreement with their ٠ members/membership during the negotiations process (if needed).

Agreement reached for:

DP330B NEG Bereavement Leave-Classified - modification to language eliminating "half time" reference and replacing with an applicable example of hours worked.

Implementation for this MOU will be:

- Immediate, provided approval and ratification occurs during Negotiations Process. Χ....
- Pending APPROVAL in the Negotiations Process and ratification by the association membership. Recommending immediate implementation, not needing Negotiations approval nor ratification

of membership. JESPA Presid

<u>10-4-2015</u> Date Approved in DAC

10 - 2 - 15

Date Approved in DAC

**Business Administrator Review** Signature Superintendent Review Signature Date: 10.27.15 YES NO  $\square$ Board Approval:

HR Administrator for DAC

POLICY

## DRAFT

#### SUBJECT: BEREAVEMENT LEAVE-CLASSIFIED

#### I. Board Directive

It is the directive of the Board to allow employees who qualify for benefits to receive released time with pay for bereavement in the case of the death of a member of the immediate family. The Board delegates the responsibility for implementing policy regarding bereavement leave for classified employees.

#### **II.** Administrative Policy

The Bereavement Leave Policy shall be administered in accordance with the following administrative policy provisions:

- A. Employees shall be granted up to eight (8) days absence without pay deduction in the event of the death of a husband, wife, daughter or son. This would also include any other person residing in the home who may have assumed the role of daughter or son.
- B. Employees shall be granted up to three (3) days absence without pay deduction in the event of the death of the employee's or spouse's father, mother, grandchild, brother, sister, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other person residing in the employee's home.
- C. A maximum of two (2) additional days may be granted if travel time is needed. Travel must be in excess of 350 miles (one way) to qualify for additional days. An immediate supervisor shall request travel verification information from an employee.
- D. Bereavement Leave is provided only for the death of individuals listed under items A. and B. Employees who need to miss work because of the death of an individual not covered in this policy should refer to <u>DP335B NEG</u> <u>—Personal Leave</u>.
- E. Bereavement leave for part-time employees shall be prorated according to the percentage of a full-time contract;
   e.g., an employee on a <u>30 hourhalf-time</u> contract would be eligible for eight (8), six (6) hour-half days for the death of a husband, wife, daughter or son.
- F. If the death of an employee's mother or father results in the loss of the only remaining parent, up to three (3) days may be taken to deal with estate issues. The three (3) additional days must be taken within one (1) calendar year of the parent's death.





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- DAC recommendations are advisory only. Any item(s) which may have a financial impact may ٠ only be approved in negotiations.
- Discussion of District policies in DAC does not create a negotiated policy. ٠
- The association bringing forth this recommendation must ratify this MOU agreement with their . members/membership during the negotiations process (if needed).

Agreement reached for:

DP315B NEG Grievance Procedure-Classified - modification to language to clarify and update the policy, Changes recommended by the Grievance Officer.

Implementation for this MOU will be:

- Immediate, provided approval and ratification occurs during Negotiations Process. X
- Pending APPROVAL in the Negotiations Process and ratification by the association membership. Recommending immediate implementation, not needing Negotiations approval nor ratification

of membership. not)

JESPA President

HR Administrator for DAC

Date Approved in DAC

II - Zo -I S Date Approved in DAC

Date:

**Business Administrator Review** 

YES

am Signature

NO

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///2015\_\_\_\_\_\_ Date

Superintendent Review

ms

**Board Approval:** 

POLICY

## DRAFT

 Number DP315B
 NEG

 Effective 8/27/69

 Revision 6/12/07

 Reviewed 6/10/14

 Page 1 of 3

#### SUBJECT: GRIEVANCE PROCEDURE-CLASSIFIED

#### I. Board Directive

The Board recognizes the need for a District grievance process and delegates to the Administration the authority to implement a policy for regarding grievance procedures for classified personnel.

#### **II.** Administration Policy

It is the policy of the Administration to address grievances alleged by <u>classified</u> employees with the following administrative policy provisions:

#### A. DEFINITIONS

- 1. Grievance A complaint which:
  - a. Sets forth <u>an the</u> allegation that there has been a violation of <del>any</del>-District policy, <del>or</del> state <u>law</u>, or federal law.
  - b. Specifically identifies the <u>Jordan School District</u> policy or statute <u>alleged to have been</u> violated.
  - c. Provides a detailed statement of the alleged violation.
- 2. Grievant Any classified or group of classified employees aggrieved by a decision or condition falling under District policy, or state or federal law.
- District Grievance Officer The District employee or employees designated to review alleged grievances.review complaints regarding alleged violation of District policy, state law, and/or federal law and charged with the responsibility of investigating, or overseeing the investigation of, complaints.
- 4. Immediate Supervisor The employee's principal or department director/administrator.

#### **B. PROCEDURE**

1. Step I:

Any <u>classified</u> employee alleging a grievance is encouraged to resolve the problem, if possible, through an informal discussion with the immediate supervisor (Step I). This discussion is included in the twenty (20) working day window for filing a grievance.

- 2. Step II:
  - a. In the event that the informal discussion does not resolve the problem, an a classified employee (grievant) or his/her designated representative may prepare and file a completed grievance form with his/her immediate supervisor. The grievant or his/her representative shall furnish sufficient background information concerning the alleged violation, which identifies date(s), time(s), person(s), the actions that led to the grievance, and the District policy, or state or federal law that was violated.
  - b. A copy of the grievance will be immediately forwarded by the immediate supervisor to the District Grievance Officer, the appropriate District-level Administrator, the Administrator of Human Resources or his/her designee, and the President of the employee agent group.
    - (1) The grievance must be filed within twenty (20) working days of the date the grievant knew, or should have known, of the circumstances which precipitated the

POLICY

## DRAFT

Number -DP315BNEGEffective -8/27/69Revision -6/12/07Reviewed -6/10/14Page -2 of 3

#### SUBJECT: GRIEVANCE PROCEDURE-CLASSIFIED

grievance. Grievance forms are available in the District's Human Resources Department or online at the District's Human Resources website. A grievance will be denied, if the grievant, or his/her designated representative, does not file a grievance form that sets forth an allegation that there has been a violation of a District policy, or state or federal law and specifically identifies the policy or statute alleged to have been violated.

- (2) The immediate supervisor to the grievant, or his/her representative, shall respond in writing, within five (5) working days following receipt of the grievance. A copy of the response will be forwarded to the District Grievance Officer, the appropriate District-level Administrator, the Administrator of Human Resources or his/her designee, and to the President of the employee agent group.
- 3. Step III:
  - a. If the immediate supervisor's <u>written</u> response (decision) at Step II does not resolve the problem, the grievant or his/her designee shall forward the <u>completed Classified</u> <u>Employee Grievance Form grievance</u> to the District Grievance Officer to initiate Step III.
  - b. The <u>District</u> grievance officer shall investigate the complaint with the parties concerned in the grievance within fifteen (15) working days of the grievance having been filed at Step III.
  - c. At the conclusion of the investigation, the grievance officer shall render a decision and issue a written report setting forth his/her findings and recommendations for the resolution of the grievance within five (5) working days.
  - d. The grievance shall be considered resolved if the grievant and the District accept the recommendations of the <u>District</u> grievance officer.
  - e. If no written report has been issued within the time limits set forth in "3c" above, or if the grievant or District shall reject the recommendations of the <u>District</u> grievance officer, the grievant or the District shall have the right to appeal to the Board of Education for review of the grievance at Step IV.
- 4. Step IV:
  - a. A written request for Board of Education review of the grievance must be submitted to the Superintendent or his/her designee within ten (10) days of the date of the grievance officer's report or the expiration of the time limits set forth in Step III.
  - b. The Board of Education shall review the grievance and the grievance officer's report. (An additional hearing shall not be held.)
  - c. The Board of Education may affirm the grievance officer's recommendations, amend the recommendations, or affirm the recommendations in part and amend in part.
  - d. The Board of Education's written decision shall be issued within twenty-one (21) working days of receipt of the grievant's written appeal by the Superintendent or <u>his/her designee at Step IV</u>.
  - e. If no written decision has been issued within the time limit set forth in B.4.d or if the grievant shall reject the decision of the Board of Education, the grievant shall be free to pursue such litigation or statutory remedy as the law may provide.

POLICY

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Number -DP315BNEGEffective -8/27/69Revision -6/12/07Reviewed -6/10/14Page -3 of 3

#### SUBJECT: GRIEVANCE PROCEDURE-CLASSIFIED

#### C. MISCELLANEOUS PROVISIONS

- 1. The employee will be informed that the time limits set forth in this policy may be modified or extended if mutually agreed <u>upon</u> by the employee, or his/her designated representative, and the District. If either party wishes to change the timeline set forth in this policy, the party will request the modification(s) from the other party and both parties will be requiredneed to agree to the modification(s) before the modification(s) can be honored. The grievance officer will issue a letter of understanding to the parties outlining the <u>agreed upon</u> modified timeline.
- 2. No person shall suffer recrimination or discrimination because of participation in this grievance-procedure.-

#### — procedure.

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- 3. Employees shall be free to testify regarding any grievance filed hereunder.
- 4. Confidentiality will be observed pending resolution of the grievance.
- 5. The grievant may be accompanied by a representative of his/her choice in all stages of these proceedings.
- Records of all grievances will be maintained by the District grievance officer. The records will be kept in a separate and confidential file as required by District policy <u>DP367—District Records Management</u>. Information regarding grievances will be classified as private.





This memorandum of understanding was created in collaboration during District Advisory Council Meetings. All parties agree to the following MOU conditions:

- DAC is the venue for communicating areas of concern by employee groups within the District, after failed attempts to resolve employee issues at the local level (School Advisory Council or Department Advisory).
- DAC recommendations are advisory only. Any item(s) which may have a financial impact may only be approved in negotiations.
- Discussion of District policies in DAC does not create a negotiated policy.
- The association bringing forth this recommendation must ratify this MOU agreement with their members/membership during the negotiations process (if needed).

Agreement reached for:

DP335B NEG Personal Leave-Classified – modification to language to accurately represent the cost to classified employees if leave is taken the day before/after a holiday without lottery approval

Implementation for this MOU will be:

- X Immediate, provided approval and ratification occurs during Negotiations Process.
- Pending APPROVAL in the Negotiations Process and ratification by the association membership.
   Recommending immediate implementation, not needing Negotiations approval nor ratification of membership.

JESPA President

11-16-15

Date Approved in DAC

10-19-15 Date Approved in DAC

**Business Administrator Review** 

HR Administrator

Signature

Date

Signaturé

Superintendent Review

**Board Approval:** 

D NO

YES

Date: 5-24-16

POLICY

DRAFT

 Number DP335B NEG

 Effective 10/28/75

 Revision 7/13/10

 Reviewed 6/10/14

 Page 1 of 2

#### SUBJECT: PERSONAL LEAVE ---CLASSIFIED

#### I. Board Directive

It is the directive of the Board to allow each employee personal leave time as indicated below and authorizes the Administration to implement policy regarding personal leave for classified employees.

#### II. Administration Policy

The Personal Leave Policy shall be administered in accordance with the following administrative policy provisions:

Each eligible employee of the District shall be given two (2) days per year personal leave at no cost to the employee. Employees hired after a contract year has started shall receive personal leave benefits on a prorated basis for the remainder of that year. Each employee may accumulate unused personal leave. An employee may not use more than five (5) accumulated personal leave days in any contract year.

The following provisions must be followed:

- A. Except in unusual circumstances, prior notification must be given to the immediate supervisor at least one (1) day in advance.
- B. Personal leave may be taken the day before or after a school holiday for the following specific reasons:
  - 1. Observance of religious holidays which fall on a regularly scheduled work day.
  - 2. Family weddings of near relatives including children, father, mother, brothers, sisters, grandchildren, grandparents, or the same to one's spouse or any other person who is a member of the same household as the employee.
  - 3. Graduations of near relatives as defined in "2." above.
  - 4. Required court appearances.
  - 5. Deaths not covered by DP330B—Bereavement Policy.
  - 6. Conferences and conventions which relate to the individual employee's work assignment and are not covered by <u>DP339 Released Time Professional</u>.
- C. Personal leave may be taken the day before or after a school holiday for other reasons under the following stipulations:
  - 1. Based upon a maximum of one personal day for each 100 employees, not to be less than nine\_(9), personal leave shall be granted the day before or after a school holiday without being required to pay the equivalent of 40 percent of the employee's daily rate cost of a long-term substitute, provided the request is filed with the Human Resources Department at least 35 calendar days but not more than 45 calendar days before the holiday.
  - 2. Classified employees who request a personal leave day on the day before or after a school holiday, but who are not among the first qualified applicants shall be required to pay the equivalent of 40 percent of the employee's daily rate and apply for the leave at least five (5) working days in advance.
  - 3. On the first working day after the application deadline, numbers will be randomly generated which will identify those employees authorized to take a personal leave. Written notification will be sent to all applicants.

#### JORDAN SCHOOL DISTRICT

Statement of

POLICY

 Number DP335B NEG

 Effective 10/28/75

 Revision 7/13/10

 Reviewed 6/10/14

 Page 2 of 2

#### SUBJECT: PERSONAL LEAVE --- CLASSIFIED

- 4. Employees shall not be considered for paid personal leave the day before or after a school holiday more than once during any contract year.
- 5. Employees who have not registered prior to the deadline will not be allowed to fill unused slots.
- D. Personal leave shall not be taken during the first five (5) days and last five (5) days that students are in school except under the following conditions:
  - 1. To attend the wedding of a near relative including child, father, mother, brother, sister, grandchild, grandparents or same to one's spouse or any other person who is a member of the same household as the employee.
  - 2. To attend to personal or business matters which require the employee's attendance and scheduling is beyond the employee's control.
- E. Personal leave days may not be used to pursue other employment.





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- DAC recommendations are advisory only. Any item(s) which may have a financial impact may only be approved in negotiations.
- Discussion of District policies in DAC does not create a negotiated policy. •
- The association bringing forth this recommendation must ratify this MOU agreement with their • members/membership during the negotiations process (if needed).

Agreement reached for:

DP354B NEG Attendance Incentive-Classified – modification to language to not include "personal leave" in the attendance incentive criteria.

Implementation for this MOU will be:

Immediate, provided approval and ratification occurs during Negotiations Process.

Х Pending APPROVAL in the Negotiations Process and ratification by the association membership. Recommending immediate implementation, not needing Negotiations approval nor ratification of membership.

JESPA President

HR Administrator for

5-24-16

Date Approved in DAC

5-24-16

Date Approved in DAC

**Business Administrator Review** 

Signature

Signature

Superintendent Review

SD

**Board Approval:** 

NO

YES

Date: 6.14.16

POLICY

## DRAFT

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#### SUBJECT: ATTENDANCE INCENTIVE-CLASSIFIED

#### I. Board Directive

The Board recognizes that it is in the best interest of students to have employees on the job each contract day, and delegates to the District Administration responsibility for administering an Attendance Incentive policy for qualifying employees.

#### II. Administrative Policy

The Attendance Incentive policy shall be administered according to the following administrative policy provisions:

- A. Funds recouped for "no pay" days, based on average salary, shall be distributed equally to those employees paid on classified salary schedules whose sick leave, personal leave or no pay days during the contract year total zero to two when rounded upward. These funds will be supplemented by an annual contribution equivalent to a 0.5 percent increase contribution of the cost of the classified salary schedule. These funds shall be distributed according to the following requirements:
  - 1. Employees must complete a full contract year to be eligible.
  - 2. Only those employees eligible for fringe benefits can be the recipients of this program.
  - 3. Payment will be made on the regular July check based upon "no pay" days used from July through June.
  - Payment of available funds to eligible employees shall be prorated according to the number of hours worked per day.
  - 5. The use of vacation days is not calculated for the Attendance Incentive.
  - 6. The following method will be used for calculating the dollar value of this incentive for each eligible employee:
    - a. Employees will be assigned a point value based on the total number of absences according to the following:

No absences	5.5 points
One absence	3.0 points
Two absences	1.5 points

b. Total funds available shall be divided by the total points earned, which shall result in a dollar value per point.





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- ۰ DAC is the venue for communicating areas of concern by employee groups within the District, after failed attempts to resolve employee issues at the local level (School Advisory Council or Department Advisory).
- DAC recommendations are advisory only. Any item(s) which may have a financial impact may • only be approved in negotiations.
- Discussion of District policies in DAC does not create a negotiated policy.
- The association bringing forth this recommendation must ratify this MOU agreement with their members/membership during the negotiations process (if needed).

Agreement reached for:

Proposed Effective Date: July 1, 2016 DA168 Assignment of Bus Drivers and Attendants Recommended changes include: Clarification to field trip rules and costs; required DOT rule updates; and modification to CDL reimbursement amounts. Changes are similar to proposed changes to AA414-Student **Overnight Travel and AA416-Field Trips.** 

Implementation for this MOU will be:

Immediate; ratification occurs during the next Negotiations Process.

Pending APPROVAL in the Negotiations Process and ratification by the association membership. <u>X</u> Recommending immediate implementation, not needing Negotiations approval nor ratification of membership.

JESPA President

HR Administrator for DA

 $\frac{5-24-16}{2}$  Date Approved in DAC

5-24-16

Date Approved in DAC

**Business Administrator Review** 

Signature

Signature

**Board Approval:** 

Superintendent Review

NO

YES

Date: 6.14.16

POLICY

## DRAFT

 Number DA168 NEG

 Effective 8/25/70

 Revision 7/28/15

 Updated 6/10/14

 Page 1 of 5

#### SUBJECT: ASSIGNMENT OF BUS DRIVERS AND BUS ATTENDANTS

#### I. Board Directive

The Board recognizes the value of having a clearly defined statement relative to assignment of bus drivers, and delegates to the Administration the responsibility to administer the following bus driver assignment policy.

#### II. Administrative Policy

The Administration delegates the responsibility for assignment of bus drivers to the Director of Transportation who shall perform such responsibilities consistent with the following regulations and requirements:

- A. Each driver shall have a valid Commercial Driver's License (CDL) with proper endorsements. Drivers shall receive a \$25-reimbursement for CDL renewal.
- B. Each driver shall provide the Director of Transportation with a doctor's statement that the driver has passed a physical examination and is physically fit to assume the full responsibilities of a bus driver.
- C. The Board shall pay \$50 every other year of employment to each driver for a physical examination by a qualified physician. Each driver will be responsible for making his/her own arrangements for this physical examination.
- D. Regular Bus Routes A.M. and P.M.
  - 1. All bus drivers and bus attendants employed by the District will be assigned a regular morning and afternoon route by the Director of Transportation. Changes in assignments will be made at the beginning of each school year insofar as possible. A driver whose contract route is involuntarily reduced mid-year due to unexpected route changes or other extenuating circumstances will maintain their benefit calculation ratio, in effect at the time of the route reduction, through the end of the current contract year. The benefit ratio determines the amount the employee will pay for insurance coverage.
  - 2. When vacancies occur on established routes, new routes, kindergarten routes, or special education routes, this information will be posted for five (5) working days at the Transportation Office. Drivers or attendants may sign up for those runs based on department seniority and qualifications. Once the vacancy has been filled, other drivers or attendants may request assignment to the subsequent vacancy. If any created vacancy requires more than 30 or more hours of work per week, the position must be opened for bid. Any other subsequent vacancies shall be listed and distributed to contract drivers who may review and request in writing to the Director of Transportation. All others will be appointed by the Director of Transportation based on qualifications.
    - a. Applicants may have <u>oneone (1)</u> reassignment per fiscal year for any purpose. Additional reassignments are allowed if the reassignment will give the applicant additional hours.
    - b. Drivers will be assigned to regular kindergarten routes, and will be paid at their regular rate of pay for a minimum of twotwo (2) hours, to include 30 minutes for the daily pre-trip/post-trip inspection, cleaning and refueling the bus, or actual time above the two (2) hours regardless of the number of routes served.
    - c. Rescheduling of routes may alter time requirements from year to year.
    - d. No assignment will be made which creates excessive deadheading. Excessive deadheading shall be defined as "greater than allowed on regular bus runs."
    - e. Drivers cannot trade assignments.

#### JORDAN SCHOOL DISTRICT

Statement of

POLICY

## DRAFT

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#### SUBJECT: ASSIGNMENT OF BUS DRIVERS AND BUS ATTENDANTS

- f. Unique circumstances may require the Director to reassign drivers or attendants without regard to department seniority when it is necessary to meet special District or employee needs which are reasonable and not arbitrary.
- 3. If a driver or attendant requests assignment to a bus run away from the areas in which he/she lives, he/she must furnish his/her own transportation to the point where the bus for that route is regularly stored. There will be no "deadheading" of buses out of regularly assigned areas for the convenience of the drivers or attendants.
- E. Regular Program Runs

Minimum contract hours include 30 minutes for the daily pre-trip/post-trip inspection, cleaning and refueling the bus.

- 1. For drivers hired on a contract prior to July 1, 2014: Drivers will be paid at the regular rate of pay on quarter-hour increments for time worked beyond the <u>four (4)</u> four hours per contract day. Some bus runs may not require the services of a driver for a normal four (<u>4)</u> hour day. As few drivers as possible shall be hired for less than a regular contract. These drivers shall be paid the regular contract hourly rate. If a contract driver is assigned to these runs, other work may be required to fulfill the hourly requirements of a contract bus driver.
- 2. For drivers hired on a contract on or after July 1, 2014: Drivers will be paid at the regular rate of pay on quarter-hour increments for time worked beyond the six (6) six-hours per contract day.
- F. Drivers shall be paid as follows:
  - 1. Driving time shall be paid at the driver's established hourly rate.
  - 2. Payment for field trip/activity runs shall be based on actual driving time and layover time plus a one-half hour allowance for inspecting, cleaning and fueling the bus. <u>A minimum of two (2) hours is required.</u>
  - 3. The hourly rate of pay for substitute bus drivers shall be equal to 100 percent of Lane 7, Step 1.
- G. Drivers shall be compensated according to the <u>Standards for Utah School Buses and Operations Manual</u> for time required for pre- or post-trip and for time spent cleaning and fueling vehicles.
- H. Field Trip and Activity Runs
  - 1. Driver assignments
    - a. Drivers interested in driving for field trips and activity runs shall notify the Director of Transportation or designee.
    - b. A list of interested drivers shall be compiled in the order of department seniority.
    - c. Except in unusual circumstances, drivers shall not be assigned to field trip/activity runs which would require them to exceed a 40-hour work week even if contract hours are not worked because of scheduled or unscheduled leave usage. All overtime must be authorized by the Director of Transportation.
    - d. As far as possible, field trip/activity run assignments shall not interfere with regular route assignments.

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- e. Available field trips and activity runs shall be posted in the Transportation Office two (2) weeks in advance or for as many days as possible if two (2) weeks of notification is not received.
- f. Interested drivers must indicate their interest by submitting the proper form with the Field Trip Office by 9:00 a.m. on the posted sign up day. The driver will list desired field trips/activity runs on the form by request number. Drivers may choose to be present (not on contract time) when their field trip requests are reviewed.
- g. Available field trip/activity run assignments shall be posted. Drivers shall bid on field trip/activity runs or be assigned based on the driver's available hours within the 40-hour work week, department seniority, ability to meet the pick-up/drop-off time and preference, in that order. The same driver may be assigned to field trip/activity runs that extend over multiple days. (Drivers will not be penalized for extra time beyond what was posted or assigned.)
- h. The field trip bid process will proceed on a rotation order beginning with the senior driver on the list of interested drivers. Each driver will be allowed to sign up for one available field trip at a time. After a driver makes his/her selection, the next driver in seniority will make a selection. The procedure will continue through the list of interested drivers until all drivers on the list have had a chance to select oneone (1) field trip. Following this initial round of field trip selection, drivers who still need required contract hours will be assigned field trips until the obligation is met. After all obligated contract hours have been met, the field trip assignment process will resume with the seniority rotation procedure until all requested field trip/activity runs have been assigned.
- i. During the weeks prior to September 1 and after the spring sports tournaments, the District cannot guarantee 30-hour contract drivers, assigned to routes of less than 30 hours, the full 30 hours per week.
- j. Field trip/activity run requests made with <u>four (4)-13</u> days' notice will be assigned by the Field Trip Office using the Department seniority list until all requests have been filled.
- k. Field trip/activity requests received with less than 72 hours' notice will be assigned by the Director of Transportation or his/her designee.
- 1. Substitute drivers shall not be assigned to field trip/activity runs until all interested benefiteligible drivers with available hours have been assigned.
- m. Drivers are responsible to pick up their field trip/activity run assignments and paperwork from the field trip office. Any assignment/ paperwork which has not been picked up by Thursday of the week prior to the field trip will be reassigned to another available driver.
- n. Drivers who decline the first assigned field trip/activity run must wait in rotation for his/her next opportunity to select a trip, the same as if he/she had selected a trip on his/her first opportunity.
- o. June Field Trips: Drivers interested in driving field trips and activity runs shall notify the Director of Transportation or designee. A list of interested drivers will be compiled in the order of Department seniority. Except in unusual circumstances, drivers will not be assigned to field trips/activity runs which would require them to exceed a 32-hour work week in June. All

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overtime must be authorized by the Director of Transportation. As far as possible, field trip/activity runs should not interfere with regular route assignments.

- p. July and August Field Trips: the field trip office will compile a list of drivers who are interested in driving during this time period. The bidding process will be done using the phone number(s) provided by the driver. Those drivers who have indicated interest will be called according to the Department seniority list. The field trip office will allow 30 minutes for the driver to return the phone call to accept a field trip. After 30 minutes the field trip office will call the next driver in line of seniority. The field trip office will go through the entire list offering trips before returning to the top of the list. Two (2) weeks before the start of traditional school, bidding will return to the process described in H.1.a.-g, above.
- 2. The Director of Transportation has authority to deviate from the assignment provisions listed in item H. 1. under the following circumstances:
  - a. The field trip/activity run requires more than 15 buses.
  - b. The field trip/activity run covers hazardous terrain.
  - c. The field trip/activity run request was received on short notice
  - d. The field trip/activity run is extended in time and/or distance.
  - e. An unexpected need for bus service must be met.
  - f. An emergency school closure or evacuation is underway.
  - g. A community emergency is underway.
  - h. Other compelling reason.
- 3. Regular route assignments shall take precedence over field trip/activity run assignments. However, if the Director of Transportation assigns a driver to a field trip/activity run during regular route time, the driver shall be paid at the regular rate of pay for the regular route hours and at the field trip/activity run rate of pay for any additional hours required.
- 3.4. Overnight travel: Drivers will be compensated for <u>a minimum of eight (8)</u> hours for each day traveling to and from the field trip destination. Drivers will be compensated for <u>a minimum of eight (8)</u> hours for each day at the destination. In accordance with Federal Department of Transportation Regulations. Federal Motor Carrier Safety Administration 49 CFR Part 395, a Jordan School District bus driver may only be on duty for 15 hours, followed by a full eight (8) hours of off-duty rest time. A driver may only drive for 10 of those 15 on-duty hours. Care should be taken to ensure drivers are well rested in order to operate the bus safely. The schools will be responsible to provide for the expenses incurred to be in compliance with this regulation, which may include a separate hotel room for each driver and any mileage or travel expenses for additional relief drivers.
- <u>4.5.</u> To determine the distinction between Monday Friday drivers and Weekend/Holiday drivers, the following shall applyBus drivers will be compensated as follows for field trips:
  - a. Monday-Friday: Drivers shall be paid <u>a minimum of two (2) hours or thefor</u> actual time spent on field trip/activity runs. This time will include plus one-half hour for cleaning and fueling the

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bus. If the field trip/activity run is cancelled while the driver is on duty or the trip assignment is one-way (either to or from an event), drivers shall be paid for a minimum of two hours with the one-half hour allowance for inspecting, cleaning and fueling the bus included as part of the minimum. The additional costs will be charged to the school or department that cancels the activity.

- b. Weekend/Holidays: If the school fails to cancel the field trip prior to the driver arriving at the bus facility, the driver shall be paid for actual time up to four (4) hours. If the field trip is scheduled longer than four (4) hours, the driver will receive a minimum of four (4) hours. The additional costs will be charged to the school or department that failed to cancels the activity.
- 5.6. If the field trip/activity run is not completed on time and a substitute must be assigned to the driver's regular route, the school shall pay a minimum of two (2) additional hours to cover substitute costs.
- $\underline{67}$ . Upon arrival at the field trip/activity run destination, drivers shall secure the bus and remain accessible to the group unless otherwise instructed by the administrator in charge.
- **78.** The school administration shall assure that one or more responsible, adult supervisors are aboard each bus that is on a field trip/activity run.
- 89. Drivers shall make every effort to assure safety and shall follow established procedures for student discipline. (See District Policy <u>DA170—School Bus Discipline</u>.)
- <u>910.</u> It is not permitted for drivers to transport family members unless they are part of the group/class paying for the trip. It is also not permitted for Jordan School District buses to travel across state lines.
- 10. Jordan School District buses are not authorized to operate between 1:00 A.M. and 4:00 A.M.
- 11. When students are engaged in an activity where a change of clothing is required, schools should make arrangements for a changing room for students. School buses shall not be used as a dressing room.
- I. Assignment of Bus Attendants
  - 1. Bus attendants will be paid at the regular rate of pay on quarter-hour increments for time worked beyond the contract hours.
  - 2. For attendants hired on a contract prior to July 1, 2014: If a bus run does not require the services of a bus attendant for a normal <u>four (4)</u> four hours per contract day, the bus attendant will be a temporary at-will substitute bus attendant for actual hours worked.
  - 3. For attendants hired on a contract on or after July 1, 2014: If a bus run does not require the services of a bus attendant for the normal <u>six (6)</u> six-hours per contract day, the bus attendant will be a temporary at-will substitute bus attendant.
  - 4. Field trip assignments for attendants will be done in the following manner: The field trip office will compile a list of attendants who are interested in being attendants for field trips. Attendants will be notified using the phone number(s) provided by the attendant. Those attendants who have indicated interest will be called according to the Department seniority list. The field trip office will allow 30 minutes for the attendant to return the phone call to accept or reject the field trip/activity run. After 30

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minutes the field trip office will call the next attendant in line of seniority. The field trip office will go through the entire list offering trips before returning to the top of the list.

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