

**Memorandum of Agreement
between the Los Alamos Public Schools and
the Los Alamos Federation of School Employees**


The parties, the Los Alamos Public Schools (Employer) and the Los Alamos Federation of School Employees (Union), have concluded the 2015-16 negotiations for the upcoming classified contract. The parties have reached the following agreement:

1. Article XXVI - Other Benefits A: The language for membership in the YMCA shall be amended as specified in the Tentative Agreement dated February 24, 2016, a copy of which is attached as Exhibit 1.
2. Article XIII - Absences and Leave C: Deferred Sick Leave Payment 5: The language for deferred sick leave payment shall be amended as specified in the Tentative Agreement dated April 12, 2016, a copy of which is attached as Exhibit 2.
3. Article XXVII – Staff Development D: The language duplicates the language from Article XIV – Workday referring to Staff Development. The new language will be added as Paragraph D as specified in the Tentative Agreement dated April 12, 2016, a copy of which is attached as Exhibit 3.
4. Article XXIII – Pay Schedules: New language shall be added as Paragraphs F, G and H as specified in the Tentative Agreement dated April 15, 2016, a copy of which is attached as Exhibit 4.
5. Article XIV – Workday: The language for Paragraphs B, D and G shall be amended as specified in the Tentative Agreement dated April 15, 2106, a copy of which is attached as Exhibit 5.
6. Article I – Agreement: The language shall be amended as specified in the Tentative Agreement dated May 12, 2016, a copy of which is attached as Exhibit 6.
7. Article XIII – Absences and Leave: The language shall be amended for Paragraph I as specified in the Tentative Agreement dated May 12, 2016, a copy of which is attached as Exhibit 7.
8. Article XXIX – Duration: The duration of the contract will be from July 1, 2016 to June 30, 2019, as specified in the Tentative Agreement dated May 12, 2016, a copy of which is attached as Exhibit 8. Interim negotiations shall proceed as specified in Article XXIX Paragraph B as specified in Exhibit 8.
9. Transportation Addendum: The Tentative Agreement dated May 12, 2016 and attached hereto as Exhibit 9 contains the language that shall become the new


**Memorandum of Agreement
between the Los Alamos Public Schools and
the Los Alamos Federation of School Employees**

TRANSPORTATION ADDENDUM, replacing the current "TRANSPORTATION
DRIVERS AND DRIVER ASSISTANT CONTRACT ADDENDUM".

This Memorandum of Agreement shall be effective upon ratification by both parties.



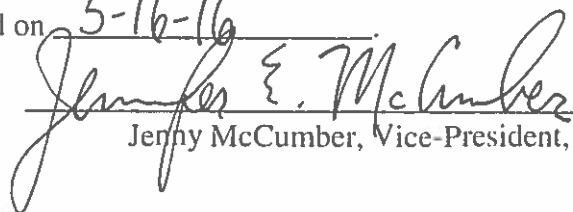
Brian Easton
Lead Negotiator, LAFSE




Diane Delgado
Lead Negotiator, LAPS

Date: 5/15/16

Date: 5/15/16

Ratified by LAPS School Board on 5-16-16


Jenny McCumber, Vice-President, LAPS School Board

Ratified by LAFSE Classified Membership on 5/20/16



Brian Easton, LAFSE President

EXHIBIT 1

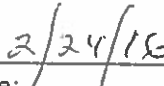
TA 2/24/16 – Classified Negotiations

Article XXVI. A. YMCA

Classified employees shall have the option once every quarter to choose to have the District provide a membership in the Los Alamos Family YMCA, subject to district agreement with Los Alamos Family YMCA. Classified employees may also choose at that time to decline or end membership. Employees are responsible for the payment of any income tax for the value of the benefit under federal law.



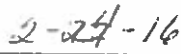
Brian Easton, Lead Negotiator, LAFSE



Date:



Diane Katzenmeyer Delgado, Lead Negotiator, LAPS



Date:

EXHIBIT 2

Tentative Agreement, April 12, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following change, shown with deletion in strikethrough font and an addition of a "." in bold.

XIII. C. 5

Employees who submit a letter of intent to retire to the Director of Human Resources prior to March 1 will receive a deferred payment of 30% of their daily rate. ~~subject to State Department of Education approval.~~ **subject to** This is an additional 5% above the 25% referred to in C.3.

Signed:



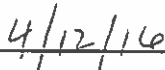
Brian Easton, LAFSE Lead Negotiator



Date



Diane Delgado, LAPS Lead Negotiator



Date

EXHIBIT 3

Tentative Agreement, April 12, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following change. Add a duplicate of the language from Article XIV, I "Required Staff Development" to Article XXVII as "D" – Required Staff Development. New language reads:

XXVII. D.

Required staff development and meeting times outside the workday shall be compensated in accordance with overtime provisions.

Signed:



Brian Easton, LAFSE Lead Negotiator

Date 4/12/16



Diane Delgado, LAPS Lead Negotiator

Date 4/12/16


Tentative Agreement, April 15, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following language for the to the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes".

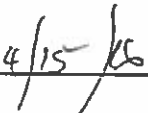
Classified: Article XXIII- Pay Schedules

- A. No changes.
- B. No changes.
- C. No changes.
- D. No changes.
- E. No changes.
- F. **Employees in the following job classes: Maintenance Tech Classifications I-IV hired after July 1, 2010 will be eligible to receive up to ten (10) years of relevant documentable experience.**
- G. **Employees in the following job classes: Maintenance Tech Classifications III-IV hired after July 1, 2010 will receive a \$1.00 per hour raise for the fiscal year beginning July 1, 2016.**
- H. **Employees in the Custodian job class will receive a \$0.50 per hour raise for the fiscal year beginning July 1, 2016.**


Signed:



Brian Easton, LAFSE Lead Negotiator



Date



Diane Delgado, LAPS Lead Negotiator



Date

Tentative Agreement, April 15, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following language for the to the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes".

Classified: Article XIV- WORKDAY

- A. No changes.
- B. ~~Plus, one (1) additional equivalent contract day (7 hours) for the 2012-2013 school year only. The equivalent hours shall be worked based on FTE in a minimum of one hour increments outside of contract time as determined by departments with pre approval of the site administration. This time must be used for professional development training for all classified staff.~~
During the summer when there is no school in session, there may be a 9/80 work schedule that provides 80 work hours over a two-week pay period. The 9/80 schedule workweek runs from Sunday to the following Saturday. An eligible employee may request, in writing to their Supervisor or Manager, a 9/80 or 5/40 schedule during the eligible time period. Participation in the 9/80 work schedule is voluntary and must be approved by the Supervisor or Manager.
- C. No changes.
- D. Overtime compensation must have prior authorization by the employee's supervisor, or designee. Each work site will post a list of those supervisors who are authorized to approve overtime or comp time. Any required duties assigned by the supervisor, or designee performed before or after the regular work day (which includes weekends or the duty-free lunch) will be compensated as overtime, to be accrued at 1.5 hours for each hour worked above forty hours, or for each hour worked beyond 12 hours in an eight-hour day when the forty-hour week is not exceeded. Hours worked beyond normal contract hours but which are less than forty hours in a normal work week will be compensated as straight time until a 40-hour work week is reached. A workweek is defined as seven days starting Sunday, 00:00 through the following Saturday at 23:59. Mutually agreed upon modifications in the work week will be possible. **If a 9-80 schedule is agreed upon when school is not in session, then overtime will be calculated for any work over 80 hours in the 2 week schedule.**
- E. No changes.
- F. No changes.
- G. Emergency Call Out - Employees called to work without prior notification will be paid a two-hour call out rate at their regular hourly rate ~~plus a minimum of two hours of work time, actual time worked.~~ **The work time is eligible for overtime or holiday pay.**
- H. No changes.
- I. No changes.
- J. No changes.
- K. No changes.
- L. No changes.

Signed:



Brian Easton, LAFSE Lead Negotiator



Date



Diane Delgado, LAPS Lead Negotiator



Date

Tentative Agreement, May 12, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following language for the to the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes".

Classified: Article I

Current Language

ARTICLE I - AGREEMENT

This collective bargaining agreement between the two parties, the Los Alamos Public Schools and the Paraprofessional and School-Related Personnel (PSRP) of the District, represented by the Los Alamos Federation of School Employees. The two parties shall hereafter be referred to as the "Board" and the "Federation." The terms of this contract shall be binding upon both the Board and the Federation, including all the employees it represents.

New Language

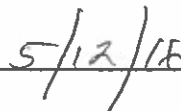
ARTICLE I - AGREEMENT

This Agreement is between the two parties, Los Alamos Public Schools, a public employer, hereafter known as the "Board", and the Los Alamos Federation of School employees, a labor organization, hereafter referred to as the "Federation". The terms of this contract shall be binding upon the Board, the Federation, and all the personnel that the Federation represents in the Paraprofessional and School-Related Personnel bargaining unit (PSRP).

Signed:



Brian Easton, LAFSE Lead Negotiator



Date



Diane Delgado, LAPS Lead Negotiator



Date

Tentative Agreement, May 12, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following language for the to the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes".

Classified: Article XIII- Absences and Leave

- D. No changes.
- E. No changes.
- F. No changes.
- G. No changes.
- H. No changes.

I. **Military Leave**

Military leave will be in accordance with federal and state law. Additionally, employees who are called to active duty in any branch of the US Armed Forces during their contract year shall be given fifteen days leave with pay per federal fiscal year. All additional days of absence will be leave without pay.

- J. No changes.

Signed:



Brian Easton, LAFSE Lead Negotiator

Date

5/12/16



Diane Delgado, LAPS Lead Negotiator

Date

5-12-16

Tentative Agreement, May 12, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following language for the to the article, with deletion changes shown in strikethrough font and additions in bold. Sections that remain unchanged are indicated as "no changes".

Classified: Article XXIX- Duration

- A. This Agreement shall be effective upon ratification by the parties and shall remain in full force and effect through June 30, ~~2016~~ **2019**. If the parties have not reached agreement on a ~~3-year~~ successor contract before the expiration date of this Agreement, the parties shall pursue the impasse resolution procedure including mediation and fact finding. If no successor Agreement is reached by November 1, ~~2016-2019~~, the Agreement shall terminate on that day.
- B. Salaries, recommendations by joint committees delineated in this contract, and up to three (3) additional ~~items~~-issues chosen by each party to this Agreement may be reopened each year of this Agreement. Cleaning up the contract language will not be considered an issue for either party. Such negotiations shall begin on or before ~~January April-15~~ of each year or as agreed to by the parties.

Signed:



Brian Easton, LAFSE Lead Negotiator

Date 5/12/16



Diane Delgado, LAPS Lead Negotiator

Date 5-12-16

Tentative Agreement, May 12, 2016

LAFSE and LAPS Negotiation teams tentatively agree to the following language as a replacement for the current Transportation Addendum. This replaces all prior versions of the Transportation Addendum.

TRANSPORTATION ADDENDUM

All provisions of the Paraprofessional and School-Related Personnel (PSRP) Agreement will apply to School Bus Drivers and School Bus Assistants only, hereinafter also known as Transportation Employees. All Transportation Employees must meet all requirements detailed in law and District Policy and Regulations, including participation in department drug/alcohol testing program.

ARTICLE T- I DEFINITIONS

- A. Regular Route: A designated course regularly driven by a School Bus Driver to pick up students and take them to school or to deliver students from school to designated bus stops that are approved by the District.
- B. Pre-School/Special Needs Routes: A Regular Route requiring either curb-to-curb service or specialized services in accordance with the student's Individualized Education Plan (IEP) as defined in NMAC 6.41.4.7 (E). Bus Drivers and Bus Assistants of these routes must maintain current First Aid/CPR certification that is state Public Education Department approved.
- C. Trainee: A temporary employee receiving required New Mexico State pre-service training for School Bus Driver and School Bus Assistant.
- D. Activity/Athletic Trip:
 - 1. Local trip: Any trip within a forty (40) mile radius of Los Alamos as determined by the Transportation Coordinator.
 - 2. Out-of-town trip: Any trip exceeding the forty (40) mile radius limit.
 - 3. Twenty-four (24) hour trip: Local trip within twenty-four (24) hours of its departure that has not yet been chosen.
 - 4. Seventy-two (72) hour trip: Out-of-town trip within seventy-two (72) hours of its departure that has not been chosen.

ARTICLE T-II SENIORITY

- A. Establishment of Seniority

Current and separate seniority lists of Transportation Employees shall be posted in the Transportation office at all times. Employees may maintain seniority in only one category. Any discrepancies should be reported immediately to the Transportation Coordinator who must report it to Human Resources for review and response.
- B. A School Bus Driver's seniority date will be established as follows:
 - 1. For a School Bus Driver with a Commercial Driver License (CDL) including all necessary endorsements and the completion of the Public Education Department (PED) pre-service training, the seniority date will be the date of hire by LAPS.
 - 2. For a trainee School Bus Driver with a CDL including all necessary endorsements but no completion of the PED pre-service training, the seniority date will be the date of completion of the PED pre-service training.
 - 3. For a trainee School Bus Driver without a CDL license, the seniority date will be the date of completion of all requirements.
 - 4. If two or more individuals have the same date of hire or the same date of completion of the PED pre-service training, the individual achieving the highest combined score on the CDL examination will be senior. If two or more individuals receive the same scores on the examination, the Transportation Coordinator or designee will use a coin flip to determine seniority.

EXHIBIT 9

- C. A School Bus Assistant's seniority date will be the date of completion of all PED pre-service training. If two or more individuals complete the requirements for being hired as a Bus Assistant on the same date, the Transportation Coordinator or designee shall use a coin flip to determine seniority.
- D. Driver Status Change: A Bus Driver may submit a written request to the Transportation Coordinator to be moved to Bus Assistant status. This employee shall keep the number of years of experience with the Transportation Department. However, for bidding purposes, seniority shall be as outlined in ARTICLE T-III BID SYSTEM FOR ROUTE ASSIGNMENT in the Transportation Addendum.
- E. Assistant Status Change: If a Bus Assistant becomes a Bus Driver, time served as a Bus Assistant shall not be credited toward the Bus Driver's seniority for bidding purposes. For bidding purposes, seniority will be as set forth in ARTICLE T-II B above. This employee will keep the number of years of experience with the Transportation Department.
- F. Leave of Absence: Time spent on a Board approved Leave of Absence shall not be counted toward seniority and shall not constitute a break in service.
- G. End of Seniority: Seniority shall terminate with retirement, resignation, or discharge.

ARTICLE T-III BID SYSTEM FOR ROUTE ASSIGNMENTS

- A. Eligibility to Bid: Transportation Employees must be current with all in-service and certification requirements in order to bid.
- B. New School Year Bid Procedure: Prior to the beginning of each school year Regular Routes shall be rebid. The bid order for Regular Routes will be determined and scheduled according to the current School Bus Driver/School Bus Assistant seniority lists. Transportation Employees will be sent notification by U.S. mail or hand-delivery. Each will have an assigned bidding time and may bid on any available Regular Route in order of seniority. The Transportation Office shall post the list of available Regular Routes and bid times at least five work days prior to the day of bidding. A list of available Regular Routes with estimated hours will be posted at bid time. However, it is understood that to operate as safely and efficiently as possible, routes and hours are subject to change.
 - 1. Transportation Employees are to choose a specific Regular Route and sign their first and last name by the selected route on the route bid sheet. Upon signing, the individual's choice is irrevocable.
 - 2. Transportation Employees who plan to be absent during the bid time may submit or e-mail a written "bid by proxy" with prior approval by the Transportation Coordinator or designee. If an emergency situation arises, whereby an employee is not able to come in to bid, that employee may contact the Transportation Coordinator or designee to arrange their proxy bid. The Transportation Coordinator may also determine that bidding should be suspended, and/or routes re-bid in the future.
 - 3. Transportation Employees who do not bid by their scheduled time shall be bypassed and the next scheduled person may bid. Transportation Employees thus bypassed may bid at any time thereafter during the bidding on the remaining Regular Routes.
 - 4. If a School Bus Assistant position is available with no bid received from a School Bus Assistant, the position shall become available to School Bus Drivers that meet the qualifications for a School Bus Assistant. This employee shall receive the hourly rate of pay for a School Bus Assistant. If more than one School Bus Driver bids for the available School Bus Assistant position, the most senior School Bus Driver shall be selected from those bidding.
 - 5. Transportation Employees bidding on Pre-School/Special Needs Routes must maintain all State and District requirements. All School Bus Drivers awarded a Pre-School/Special Needs Route are required to make contact with each parent/guardian associated with that route prior to the first day of school and when changes occur to the route.

ARTICLE T-IV DISCIPLINE

- A. The Transportation Department is subject to the Progressive Discipline Procedures outlined in Article XVII in the PSRP Agreement.
- B. Serious Traffic Offense: A School Bus Driver who receives a suspension or revocation of his or her driver's license for any serious traffic offense, or convictions for more than three serious traffic offenses, as defined in NMAC 6.41.4.7 (P), may be terminated from the position of Bus Driver.
- C. Legal requirements: A School Bus Driver with a CDL will follow the most current Federal Motor Carrier Safety Administration Regulations, New Mexico Commercial Driver's License Manual, and NMAC for Serious Traffic Offense and Continuing Standards for Drivers of School Buses or School Activity Vehicles including but not limited to:
 - 1. If negligence is shown in a preventable accident, progressive disciplinary action may be taken.
 - 2. A School Bus Driver who receives a citation for a moving violation, whether on-duty or off-duty, shall inform the Transportation Coordinator or designee within twenty-four (24) hours of receipt or as soon as possible by telephone, voice message, text, or e-mail. A copy of the citation must be submitted within five (5) calendar days to the Transportation Coordinator or designee. In the event of the Transportation Coordinator's and designee's absence, the citation will be reported to the Human Resources Coordinator; in that person's absence, to the Superintendent.
 - 3. A traffic citation that results in a conviction must be reported immediately in writing (e.g. e-mail, text message) to the Transportation Coordinator. In the event of the Transportation Coordinator's absence, the conviction will be reported to the Human Resources Coordinator; in that person's absence, to the Superintendent. Progressive disciplinary action will be taken including but not limited to suspension or termination of the employee (NMAC 6.41.4).
- D. Habitual Tardiness or Absence: Will be handled as outlined in Article XVII in the PSRP Agreement and subject to the progressive discipline process. Habitual tardiness or absence for any run may result in disciplinary action, including Transportation Employee's route and any other assignments may be placed for bid or the Transportation Employee may not bid on a route for a period of one month.
- E. Prohibited Usage-School Bus Drivers: A cell phone or personal entertainment device shall not be used while operating a school bus. A School Bus Driver may only use a cell phone in the case of a work-related emergency following District Regulations.
- F. Prohibited Usage-School Bus Assistants: A cell phone or personal entertainment device shall not be used except for work purposes.
- G. Performance: It is the expectation that all trip buses are to be swept, mopped, trash removed, and glass (student mirror, windshield and mirrors) obstruction free. The Transportation Coordinator or designee will inspect buses. A driver that has left a bus unclean will lose one turn on both the Local and Out of Town Trip Boards. A second inspection failure will result in the loss of two turns on the Trip Boards. A third failed inspection will result in the suspension of selecting a trip for the remainder of the current school semester.

ARTICLE T-V COMPENSATION

- A. Benefits: Bus Drivers/Bus Assistants that have bid on and received a Regular Route are eligible for insurance and leave benefits when the Regular Route is a minimum of fifteen (15) hours per week.
- B. Pay Rate: Transportation Employees and trainees will be compensated according to the LAPS Pay Scale (see Human Resources).
- C. Leave: Sick leave will be accrued proportional to the hours worked up to a maximum of 1.0 FTE. Personal leave is earned based on projected FTE.

EXHIBIT 9

1. School Bus Drivers/School Bus Assistants who have accumulated Personal Leave will have the option to apply Personal Leave for school cancellation days.
- D. Notification: If a School Bus Driver/School Bus Assistant cannot cover their assignment, they must notify the Transportation Coordinator or designee at least 1 hour before route departure and not between the hours of 10:00pm and 5:30am. The call-in numbers are provided by the Transportation Coordinator or designee.
- E. Average Time Required: Transportation Employees will be paid "average-time-required" for the specific route assigned. "Average-time-required" is the time necessary to perform assigned duties under normal driving conditions including but not limited to:
 1. Pre-trip inspection, including air brake check: 15 minutes
 2. Route time
 3. Post-trip inspection: 5 minutes
- F. Minimum Time: Transportation Employees will be paid a minimum of one (1) hour for any Regular Route duty or trip less than one (1) hour, approved job related court appearance, attendance at meetings or training, or required by the District or the State of New Mexico, or approved by the Transportation Coordinator.
- G. Extra Time: Washing the bus, extensive cleaning, traffic and/or weather related delays, discussions with the Transportation Coordinator regarding route or student issues, etc. must be reported using the LAPS Transportation Extra Time Sheet within twenty-four (24) hours to the Transportation Office.
- H. Compensation Discrepancy: If a Transportation Employee believes that the average-time-required may not be correct, a written request for an audit by the Transportation Coordinator should be submitted. The hours and average-time-required will be evaluated in a timely manner and if the audit supports the assertion will be adjusted.
- I. Overtime: Overtime is subject to prior approval of the Transportation Coordinator. It is the employee's responsibility to monitor the employee's number of hours worked.

ARTICLE T-VI TRIPS

- A. Eligibility
 1. A minimum of 100 hours Regular Route driving time for LAPS is required.
 2. Once activity trip training has been successfully completed, the bus driver must submit in writing to the Transportation Coordinator or designee requesting their name be added, by seniority, to the Trip Board. Conversely, if an eligible bus driver no longer desires to be on the Trip Board, they must submit in writing to the Transportation Coordinator or designee to have their name removed.
 3. School Bus Drivers/School Bus Assistants may not intentionally place themselves into an overtime situation (exceeding 40 hours per week). It is the employee's responsibility to monitor their hours.
 4. Employees on suspension or leave of absence are not eligible to choose or drive activity trips. An employee returning from suspension or leave of absence must request, in writing, to the Transportation Coordinator or designee to have their name returned to the trip board in their place of seniority as set forth in ARTICLE T-II B above once all requirements have been met.
- B. Procedures
 1. The Trip Board will be divided into "Local" and "Out-of-Town" trips with turn indicators for both designations. The School Bus Driver has up to twenty-four (24) hours to choose a trip or pass and then move the turn indicator.
 2. The School Bus Driver or by proxy, the Transportation Coordinator or designee, is to record the date and time on the appropriate form located on the Trip Board as to when the turn indicator was advanced. If no Local or Out-of-Town trips are available on the Trip Board, that turn indicator will stay on the employee's name until a trip of that category is

EXHIBIT 9

available. However, a Local Trip, if available, may be selected in place of an Out-of-Town Trip. An Out-of-Town Trip may not be selected in place of a Local Trip.

3. If a School Bus Driver is unable to fulfill their responsibility for a trip they have chosen, the driver will not be able to select a replacement trip. School Bus Drivers will be listed on the Trip Board by seniority.
4. Specific school site activity trips may be assigned by the Transportation Coordinator or designee to those drivers currently assigned to a route serving the site of the activity trip according to their seniority.
5. School Bus Drivers who may be absent when their turn on the Trip Board comes up may leave a written proxy with the Transportation Coordinator or designee.
6. After a period of time with no trips on the board, the date and time a trip is placed on the board will be recorded on the clipboard.
7. The trip board indicators will freeze on the driver's name on the last day of school. It will resume from that driver's name when trips begin for the next school year.
8. School Bus Assistants will be assigned by the Transportation Coordinator as needed. The assistant will be assigned based on their knowledge and experience with the appropriate skills needed.

C. Changed Trips:

1. The School Bus Driver will be notified in writing of a trip cancellation. A note will be placed on the Trip Board stating the employee may choose a replacement trip. The School Bus Driver has twenty-four (24) hours to choose a replacement trip of the same category as the canceled trip. The Trip Board sequence will resume once the School Bus Driver selects a replacement trip.
2. When the replacement trip is selected the replacement trip ticket is submitted to the Transportation Office indicating it replaces the canceled trip.
3. If more than one School Bus Driver has a trip canceled at the same time, replacement trips will be chosen by seniority.
4. In the case of a trip with multiple buses involved, if the number of buses needed is reduced, the least senior driver among those affected will be notified of their canceled trip. A note will be placed on the Trip Board stating the employee may choose a replacement trip. The School Bus Driver has twenty-four (24) hours to choose a replacement trip of the same category as the canceled trip. The regular trip board sequence will resume once the School Bus Driver selects a replacement trip.
5. If a trip is canceled on the last day of the school year, the School Bus Driver will be allowed twenty-four (24) hours at the start of the next school year to select a replacement trip.
6. If the cancellation is by the sponsoring school or Transportation Coordinator or designee, the driver has twenty-four (24) hours to select a replacement trip.
7. If a trip is postponed or the scheduled time changes (any variation in hours or date), the employee has the option of choosing another trip of the same category. The driver has 24-hours to select a replacement trip.

D. Summer Trips

1. A seniority list of School Bus Drivers will be posted two weeks prior to the end of the current school year. Drivers will signify their desire to work during the summer by writing next to their name "yes" or "no".
2. As trips become available, the Transportation Coordinator or designee will contact the next School Bus Driver in order of seniority until someone is found to fulfill the work request.

E. Twenty-four (24) and Seventy-two (72) Hour Trips

1. Local trips not chosen within twenty-four (24) hours of departure will first be posted on the Trip Board under the designated area, "UP FOR GRABS." If no driver accepts the trip by Noon, the Transportation Coordinator or designee will contact the School Bus Driver on whose name the Local Trip Indicator is located and offer the trip. If that School Bus Driver declines the trip, the next School Bus Driver, according to the seniority of the Local Trip

EXHIBIT 9

Board, will be contacted until the trip is accepted. The turn indicator will remain on the first driver's name that declines or accepts the trip. If no driver accepts the trip, the Transportation Coordinator or designee will find an eligible driver.

2. Out-of-Town trips that are not chosen within seventy-two (72) hours of departure will first be offered by the Transportation Coordinator or designee to the School Bus Driver on whose name the Out-of-Town indicator is located. If that School Bus Driver accepts the trip, it will count as their choice and the turn indicator moves. If that School Bus Driver declines the trip, the next School Bus Driver, according to the seniority of the Out-of-Town Trip Board, will be contacted until the trip is accepted. The turn indicator will remain on the first driver's name that declined the trip. Declining the trip does not penalize the driver the opportunity to select a trip.
3. If all eligible drivers for out-of-town trips decline a twenty-four (24) hour or seventy-two (72) hour trip, substitute drivers that have completed Activity Trip Training become eligible to fill the trip need.
4. School Bus Drivers who already have a comparable trip scheduled on the same date as the twenty-four (24) hour or seventy-two (72) hour trip, will not be offered the trip.
5. If a driver has accepted a twenty-four (24) hour trip and that trip is cancelled, the trip will not be replaced.
6. If a driver has accepted a seventy-two (72) hour trip and that trip is cancelled, it will not be replaced unless the driver accepted it as their choice for an Out-Of-Town trip. The driver will then have twenty-four (24) hours to select a replacement trip.

Signed:



Brian Easton, LAFSE Lead Negotiator

5/15/16

Date



Diane Delgado, LAFSE Lead Negotiator

5/15/16

Date