

Central Community School District

and the

Service Employees International Union

Local #199

Bus Drivers

Master Contract

2011-2012



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Article I: Recognition

- 1.1 The employer recognizes the Service Employees International Union Local 199 as the certified, exclusive, and sole collective bargaining representative of all employees as follows:
- Included: Regular route bus drivers, substitute drivers
- Excluded: Mechanic, transportation secretary, all other employees, and all those employees excluded in Section 4 of the Act.

Article 2: Grievance Procedures

- 2.1 Purpose. The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. The parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

- 2.2 Definition. A grievance is defined as a claim by an employee or the Union that there has been a misinterpretation or misapplication of a term of the master contract.

- 2.3 Procedure. Any grievance shall be processed in the following manner:

Level I. An aggrieved person shall first discuss the grievance with the employees immediate superior, either by the employee or in the company of another employee selected by the employee, with the objective of resolving the grievance informally.

Level II. If the aggrieved person is not satisfied with the disposition made at Level I, or if no disposition is made within five days after the discussion, the employee may file the grievance in writing with the employee's immediate superior. The immediate superior shall, within five school days after receiving the written grievance, give the aggrieved person the written answer.

Level III. If the aggrieved person is not satisfied with the disposition as evidenced by the written answer, the employee may appeal such disposition to the Superintendent of Schools within fifteen days. The Superintendent shall within five school days, after receipt of the grievance, meet with the aggrieved person and his/her representative and such other persons as the Superintendent has designated to consider the grievance. Within four school days after such meeting, the Superintendent or his/her representative shall give the aggrieved person a written disposition of the grievance if settlement was agreed upon or, if not, his/her answer to the grievance.

The failure of an employee to act on any grievance within the prescribed time limits, will act as a bar to any further appeal and an administrators failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee.

If any employee in the bargaining unit files any claim or complaint in any form other than under the Grievance Procedure of this agreement, then the School District shall not be required to process that same claim or set of facts through the Grievance herein established.

Level IV. Grievances not settled at Level III of the grievance procedure may be appealed to arbitration by the Union by written notice of the request for arbitration, submitted to the Superintendent or to the Superintendents designee within ten (10) working days of receipt of the Superintendents answer in Level III.

Within ten (10) days of such arbitration request, the Union or the District shall request the Public Employment Relations Board to submit a list of five (5) arbitrators. Within five (5) days after receipt of such list, the parties designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternatively strike a name from the list and the fifth remaining person shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written option and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the Arbitrators discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator shall, within the scope of the arbitrators authority, be final and binding upon the parties. Upon mutual agreement of the Employer and the Union, grievances involving similar facts, issues and contract provisions shall be consolidated for hearing and determination. The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

Article 3: Leaves of Absence

3.1 Procedure. All temporary leaves must be applied for on such form as may be provided by the employer, at least ten (10) days prior to the date of the absence whenever possible. The original request must be filed with the supervisor or designee. Final approval on the supervisors decision and on any appeal shall rest with the Superintendent of Schools, whose decision will be rendered within five (5) days of the original request or by 2:00 PM on the day preceding the first leave day if the request had been made five (5) or less days in advance of the first day of the proposed absence.

If an employee expects to return from a temporary leave early, the employee must notify the supervisor or his/her designee of the employee's intention by 2:00 PM on the day prior to his/her return. If the employee does not give the required notification of intent to return early, and a substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay shall be deducted from the employee's salary.

3.2 Personal Illness. If an employee is unable to report for duty on the first day of the new contract, and has no accumulated sick leave on which to draw, compensation for sick leave will not be allowed under the new contract until the employee does report, whereupon it will become retroactive.

All regular employees shall have sick leave time after the employee has reported for duty. Fifteen (15) days sick leave will be allowed during the first and subsequent years of employment. The employee may use up to ten (10) sick days per year for illness in the immediate family – immediate family is defined as spouse, children, parents, and household members. Any unused days of sick leave in any one year shall be credited for use in subsequent years with a maximum of 140 days so accumulated. The board reserves the right to request an acceptable certificate of absence signed by principal or a physician and counter-signed by the Supervisor. Employees hired after June 30, 2011 may use up to five (5) days per year for illness in the immediate family with an accumulation up to ninety (90) days.

3.3 Emergency, Business, and Personal Leave. All regularly employed personnel will be provided three (3) days of leave without loss of salary or benefits, to be divided as follows:

A. Emergency Leave: All regular employees shall be allowed three days in any one fiscal year, without loss of salary, for emergency leave such as illness within the immediate family, disaster, court subpoena, or other necessary court appearance, and other circumstances recognized as emergencies by the Superintendent, or whoever shall be his/her designated representative.

Personal business is not to be construed as an emergency. “Illness within the immediate family:” means either with hospitalization or written doctors statement of serious illness. Immediate family is defined as spouse, children, parents, and household members.

B. Business Leave: A business leave includes absences not covered in the emergency leave provision, such as legal business; i.e., settling an estate, household moving, initial military departure of a family member, or a son or daughter graduating from college. Not more than two (2) days of business leave may be charged against this personal leave category in any given year.

C. Personal Leave: Each eligible employee will be allowed no more than one (1) day of leave each year at the discretion of the employee. This leave is not to be taken before or after a holiday or vacation day during the first week or the last week of the school year; except if the employees child is graduating. The reason for the leave must be stated. The reason may be stated as personal. This leave must be one which cannot be accomplished during non-school days or hours. Employees will be allowed to carry over from year to year any unused personal leave day. An employee cannot maintain a balance of more than two (2) personal days. Only one personal day may be taken per semester.

3.4 Bereavement Leave

A. Death Leave: In the case of the death of the employees immediate family (spouse, child, step-child, adopted child, father, and mother) the employee may be granted by the Superintendent or his designee up to three (3) days for the purpose of attending the funeral. Two (2) days may be granted to attend the funeral of a brother or sister and one (1) day may be granted to attend the funeral for a grandparent, grandchild, son-in-law, daughter-in-law, uncle, or aunt. The employee shall receive no deduction for the days granted. If additional days are needed, then good cause leave without pay may be granted.

B. Funeral Leave: In case of the death of any other relative or friend not covered in the Death Leave provision, up to one (1) day of absence annually may be allowed. The superintendent, or whoever shall be his/her designated representative, shall have the power to extend the above provision in any specific instance.

3.5 Jury Duty. In the absence of extraordinary circumstances, employees of the school system may be excused for jury duty with the permission of the Superintendent or his/her designated representative. No deduction from compensation will be made during the term of jury service, provided, however, that all jury fees received by such employees shall be turned over to the school district. An employee who receives a subpoena to testify in court for job related matters under Iowa Code for reporting traffic offenses the District will provide a district vehicle for transportation to court or pay mileage for the employee to testify.

3.6 Military Leaves of Absence. Leaves of absence are granted for military purposes but not to exceed the enlistment or draft period. On completion of the military service the individual may resume a position as nearly similar to the position formerly held and at the salary he would have received had he/she not taken such leave, but subject to the following conditions: that he is physically and mentally capable of performing the duties of the position, that he makes written application or reinstatement to the Superintendent or his/her designated representative within 90 days after termination of military service, and that he submits an honorable discharge from the military service.

3.7 Leave for Political Purposes. The Board of Education of the Central Community School District recognizes the right of its employees to seek, serve, and hold public office. The Board also recognizes that district funds should not be used for non-educational activities.

Employees wishing to see, serve, or hold public office (local, state, or national) may request leave of absence through the office of the Superintendent of Schools to the Board of Education for decision. Absences for such leaves shall be deductible the per diem rate of the contract.

“Leaves” granted by the Board of Education shall not interrupt the placement of the employee on the salary schedule and/or other fringe benefits to which the employee is entitled.

Requests should be submitted well in advance of the anticipated leave.

3.8 Family Medical Leave. Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

3.9 Union Leave. Up to five days of unpaid leave per year shall be available to the Union for its representatives to attend conferences, conventions, or other activities of the local, state, and nationally affiliated organizations. The employee to be absent will give at least five (5)

school days of prior notification to his/her supervisor and the superintendent's designee. The superintendent of his/her designee shall have the authority to extend the union leave upon the request of the employee on leave.

3.10 Eligibility. An employee must be a regular route bus driver to be eligible for leaves under this Article.

Article 4: Insurance

Any regular route driver desiring Health insurance will be allowed to join the school group policy at the drivers own expense.

Article 5: Health and Safety

5.1 Physical Exams. The District will pay for the bi-annual required physical examination. The physical exam will be for only the requirements of the form provided and the employee agrees not to allow the physician to perform other services unless they are paid by the employee. If an x-ray becomes necessary to satisfy the tuberculin test, the district will pay the cost of the x-ray. The district agrees to accept the financial statement directly from the doctor for payment.

5.2 Uniform Allowance. The Board agrees to reimburse regular route drivers up to \$50.00 for uniform allowance provided receipts are turned in to the Central Office. The decision to wear uniforms is voluntary, however, no uniform reimbursement will be made unless the driver wears the uniform on 100% of his/her activity trips both in and out of the district. Drivers electing not to wear the uniform must dress in appropriate attire. The district shall determine what is appropriate attire.

5.3 Training. Every driver shall complete the following training programs:
1. State Update Training every year.
2. CPR and First Aid Training provided by the Central Community School District every two years.

5.4 Reimbursement. The District shall reimburse drivers the cost of renewal for obtaining a commercial drivers license, provided the driver completes 90 school days of successful service with the district.

Article 6: Wages

6.1 Schedule - Regular Routes
STEP 1 (All new drivers) \$16.12
STEP 2 \$16.38
STEP 3 \$16.63
STEP 4 \$16.88
STEP 5 \$17.13

The following amounts are for year 2011-2012:

6.2 Substitute drivers shall be paid \$14.37 per hour.

- 6.3 All activity trips will be compensated at the hourly rate of \$12.95 per hour.
- 6.4 Regular route drivers will be compensated at his/her regular rate of pay when driving an activity trip during his/her regular route time.
- 6.5 Once a driver has accepted a trip at a designated leaving time and that time is moved back, that driver will receive pay from the original time, provided the driver works during that time.
- 6.6 A minimum of one hour's pay will be given for all runs or trips.
- 6.7 Athletic night shuttle will be paid \$14.22 per hour.
- 6.8 Drivers shall be compensated at the hourly rate up to a quarter hour for reporting at least 15 minutes before the route starts in the morning to start and warm up the engine and to check all items on the bus check list.
- 6.9 Regular route drivers returning to the district or one with previous experience in another district will be entitled to credit for up to two years on the salary schedule.
- 6.10 Overtime shall be paid according to the provisions of the Fair Labor Standards Act.
- 6.11 Special Assignments and College for Kids shall remove the driver assigned those trips from the regular trip rotation cycle for the duration of the assignment. Each year, these special assignments shall rotate to different drivers beginning with the most senior driver and moving to less senior drivers until all drivers have had a summer with these Special Assignments, and shall then start a new rotation.
- Starting with the top 3 drivers and moving down the list to the next 3 drivers every year. Example: 1st year: Drivers 1-2-3. Next year: Drivers 4-5-6. next year: Drivers 7-8-9; and so on down the list rotating back to the top.
- If a driver refuses the route, the rotation goes to the next senior driver. The driver who refused the assignment will not come up for either of these assignments until the rotation comes to him/her again.
- 6.12 In the event a substitute driver arrives for a scheduled assignment, and the assignment is canceled, the driver shall be paid for an hour at his/her current pay rate.

Article 7: Holidays

Regular route drivers shall receive regular route pay at the drivers hourly rate as paid holiday for Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, New Years Eve, and New Years Day, provided the driver works the school days preceding and following the holiday. An approved leave day with pay according to the provision of the contract shall count as a day worked.

Article 8: Seniority

- 8.1 Seniority is determined by the number of years of continuous, uninterrupted service to the district as a regular route driver.
- 8.2 If there is a reduction in routes, the least senior drivers will be laid off first.
- 8.3 Any driver laid off retains recall rights for a period of one (1) year in inverse order of layoff.
- 8.4 All possible consideration will be given to senior drivers in case of major reorganization of routes.
- 8.5 Effective date of the layoff is the drivers last day of work.

Article 9: Vacancies

- 9.1 Drivers may apply for vacant route positions in writing within five (5) days upon posting for the vacancy by the district. The District will consider the following factors when filling vacancy: the qualifications for the job, discipline of students, skill, ability, training, driving record and seniority.
- 9.2 The assignment to drive activity trips, athletic night routes, summer activity trips, or substituting for the mid day early learning route shall begin with the most senior driver and rotate in descending order of seniority among the drivers who volunteer and sign up for the assignments.
- 9.3 The district retains the right to fill vacancies.

Article 10: Evaluation

The employer shall have the responsibility to establish evaluation criteria and the evaluation instrument to evaluate unit employees.

- 10.1 The Supervisor and/or designee shall continuously evaluate the services of the bus drivers and shall submit evaluations in writing to the Superintendent of Schools.
- 10.2 Within three weeks after the beginning of the school term, the administration shall advise the bus drivers of the evaluation procedures and instrument to be used. No formal evaluation will take place until such orientation has been given. If a bus driver is employed to begin work after the start of the school term, the three weeks above will commence on the first day of employment.
- 10.3 The evaluator will hold a conference with the employee to provide suggestions for improvement.
- 10.4 The evaluator shall provide a written copy of the evaluation. If the employee disagrees with the written evaluation, the employee may submit a written reaction within five (5) school days of receipt of the written evaluation. The written reaction shall be attached to the file copy of the evaluation. Both parties must sign the evaluation and reaction. Formal evaluations shall not be subject to the grievance procedure except in the case of an unsatisfactory or a recommendation to terminate the employee's contract.

Article 11: Management Rights

The employer shall have the right to direct the work of its employees; hire, promote, demote, transfer, assign; determine and implement methods, means, assignments and personnel by which its operations are to be conducted; take such actions as may be necessary to carry out its mission; initiate, prepare certify and administer its budget; and exercise all powers and duties granted to the employer by law.

Article 12: Dues

Upon receipt of an appropriate written authorization by the Employee, the Employer will begin deductions on the first following payroll period, and deductions will be made on a monthly basis for no longer than the term of this Agreement. The amount of the deduction will be determined by the Union annually and the Employer will implement said change within thirty (30) calendar days from notification.

The Union agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits and other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for all other payroll deductions.

Article 13: Duration

- 13.1 This agreement shall be effective from July 1, 2011, and shall continue in effect until June 30, 2012.
- 13.2 Copies of this Agreement shall be provided and posted on the district website.
- 13.3 In witness whereof the parties have caused this agreement to be signed by their respective presidents on the ____ day of July, 2011.

President, Board of Directors

President SEIU Local #199

Sherryl Herington, Chapter President

Devin Mehaffey Union Representative

Appendix A: Grievance Report

#: _____
Date Filed: _____

Central Community School District; _____ Building

Name of Aggrieved Person: _____

Level II

A. Date Violation Occurred: _____

B. Section(s) of Contract Violated: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature of Immediate Supervisor

Date

Level III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee: _____

Signature of Superintendent or Designee

Date

