

**AGREEMENT
BETWEEN**

CLINTON COMMUNITY SCHOOL DISTRICT

AND

SEIU LOCAL #199 -

BUS DRIVERS

2010-2012



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ARTICLE 1 - Basic Agreement Provisions

Section 1: RECOGNITION

The employer recognizes the Union as the exclusive bargaining representative for employees in the bargaining Unit under the jurisdiction and/or in the employ of the Clinton Community School District, Board of Education, Clinton, Iowa, as determined by the Iowa Public Employment Relations Board in Case No. 4978.

The Union recognizes the Clinton Community School District, Board of Education as the duly elected representative of the people of the Clinton Community School District and as such, realize on all statutory matters, the legal responsibility of a final decision is vested in the Board and cannot be delegated.

Section 2: GENERAL PROVISIONS

1. It is understood and agreed that employees covered by this Agreement have the right to join and/or assist the Union or engage in concerted activities insofar as any such activity is not prohibited by any law of the State or by the terms of this Agreement. Conversely, it is understood and agreed that any employee covered by this Agreement may refuse to join and/or participate in the activities of the Union, including the payment of any dues, fees or assessments or service fees of any type.
2. The Union's certified business and/or international representatives shall have access at reasonable times to work areas of those employees as described in PERB Case No. 4978, regarding matters relative to the administration of this Agreement, provided:
 - A. Notification of desired visit has been submitted to the Director of Transportation or his designated representative for approval, indicating reason for visitation, and,
 - B. Such visit shall not interfere with or interrupt normal operation of the Employer.
3. "Employee" when used in this Agreement shall refer to Bus Driver, Monitor and mechanic.
4. "Bus Driver" shall mean a person who has passed the required written and driving test administered by the Iowa Department of Transportation and who has a minimum of a Class B Commercial Driver's License (CDL), and is then qualified to receive a School Bus Driving Permit.

Section 3: GRIEVANCE PROCEDURE

A. Definition

Grievance - A grievance is a claim by an employee of the Union that there has been a violation, misapplication, or misinterpretation of any provision of this agreement.

Aggrieved Person - An "aggrieved person" is the person who has suffered the alleged violation.

B. Purpose

The purpose of this procedure is an attempt to secure equitable solutions to problems relating to the application of this agreement.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and reasonable effort should be made to expedite the process.

2. Director of Transportation or his/her Designee (Informal)

An employee with an alleged grievance shall first discuss it with the Director of Transportation or his/her designee with the objective of resolving the matter informally. To be considered, the grievance must be discussed within 10 workdays after the alleged violation, or within 10 workdays from the time that the employee could have reasonably been expected to be aware of the violation.

3. Level One - Director of Transportation or his/her Designee (Formal)

If, as a result of the informal discussion with the Director of Transportation or his/her designee, a grievance still exists, the aggrieved person(s) may, within six (6) working days after the informal discussion, invoke the formal grievance procedure by submitting the form set forth in Appendix B. Said form, when completed and submitted, shall be signed by the grievant. A completed copy of the grievance form shall include the specific section(s) and/or article(s) of the agreement allegedly violated, shall state the specific relief sought, and be delivered in person to the Director of Transportation or his/her designee. If a grievance is not filed within six (6) working days after the informal discussion with the Director of Transportation or his/her

designee, the grievance shall be deemed settled at the informal level. The Director of Transportation or his/her designee shall indicate his/her disposition of the grievance in writing within six (6) working days of the presentation of the formal grievance and shall return the written disposition to the aggrieved in person. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within six (6) working days, the grievance shall be transmitted to level two (2). This may be done by forwarding a copy of the original grievance form to the Superintendent of Schools or his/her designated representative, within ten (10) working days after receipt of the disposition of the grievance from the Director of Transportation or his/her designee. Reasons for the dissatisfaction with the proposed settlement must be given in writing. Any grievance, which is not carried to level, two within ten (10) working days will be deemed settled on the basis of said answer at level one (1).

4. Level Two - Superintendent of Schools or his/her Designee

The Superintendent of Schools or his/her designee shall meet with the aggrieved person and the person named in the grievance within ten (10) working days of receipt of the grievance. This meeting shall be private. Within ten (10) working days of the meeting, the Superintendent or his/her designee shall indicate disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person. Any grievance, which is not carried to level, three within ten (10) working days shall be deemed settled on the basis of said answer.

5. Level Three - Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) working days of the meeting, the Union, on behalf of the employee, may submit the grievance to arbitration. The request for arbitration must be submitted within ten (10) working days of the receipt of the answer filed by the Superintendent, or his/her designee, or from the last day that the answer was due. The Union may move the grievance to arbitration by sending written notification on the approved form to the Superintendent, or his/her designated representative, that the response was unsatisfactory and the reasons for the dissatisfaction. The union shall also notify the PERB that arbitration is being sought.

Within ten (10) working days after written notice to the PERB of submission to arbitration, the Board and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall attempt to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the PERB by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) working days. Each party will have one (1) additional working day to remove names alternately until only one (1) name

remains. The person whose name remains shall be the arbitrator.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have the power only to apply and interpret the provisions of this agreement to the settlement arising hereunder.

The decision of the arbitrator shall be final and binding, shall be reduced to writing, and each party shall be furnished a signed copy thereof.

The cost for the services of the arbitrator and arbitrator-related expenses shall be borne equally by the Board and the Union. Any other expenses incurred shall be paid by the party incurring them.

D. Miscellaneous

1. Schedule of Grievances

All formal grievance hearings will take place outside school hours unless otherwise mutually agreed.

2. The presence of the aggrieved employee shall be required at all levels of the grievance procedure unless grievant is physically unable to be present.

3. If two or more drivers have the same grievance, it may be processed as a Union grievance.

4. Upon request of the aggrieved, the Union may provide up to two (2) representatives at any formal level. If two (2) or more employees are involved in submitting a grievance, one (1) additional Union representative (a total of three Union people) may attend the meeting.

ARTICLE 2 - Pay

Section 1: BASE PAY

A. A salary schedule for 2010 - 2011 is included in Appendix A of this Agreement. An employee's years of experience and assignment shall determine placement on the salary schedule.

B. Any employee who is regularly scheduled for a daily bus route will be assigned at least one hour's work each time he/she reports to work, other than scheduled work that is prior to or following a regular route. This provision shall not apply if the Director of Transportation directs the employee not to report for work.

C. A full time employee hired prior to January 1 will be given credit for a full year of experience during the first year of employment and will be placed on step 2 for

the second year of employment. After the first year of employment, the employee will advance one (1) experience step (if the prior year was a full year of employment), until he/she reaches the top of the salary schedule.

Section 2: SPECIAL EDUCATION PROVISIONS

- A. A driver will qualify for special education pay when his/her route has an average of 15 special education students assigned. A driver will qualify for a monitor when the route has an average of 30 students. Monitors may be assigned in other situations with the approval of the Director of Transportation. The special education route to Davenport when 5 or more students are transported and special education busses with lifts will be paid at the special education rate.

Section 3: QUALIFICATION FOR BENEFITS

- A. Employees will be eligible to accumulate sick leave, move up on the salary schedule and be eligible for any other benefits offered to employees of the bargaining unit.

Section 4: PAYROLL DEDUCTION

- A. Any employee(s) in the bargaining unit who is a member of the Union on the effective date of this Agreement, or who may be accepted as a member subsequent to the effective date of this Agreement, may authorize deduction of uniformly levied Union dues from their earnings by signing the form "Authorization for Check-off of Dues" which is attached hereto and made a part of this Agreement and is identified as Appendix C.
- B. Deduction shall be made only in accordance with the provisions of the Payroll Authorization Form together with the provisions of this Article.
- C. Check-off deductions under all properly executed "Authorization for Check-off of Dues" forms which have been delivered to the business office shall begin with the payroll period following said delivery.
- D. The Union will notify the business office, in writing, when it makes delivery of "Authorization for Check-off of Dues" forms, the amount of dues owed by employees who executed these forms.
- E. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, or in accordance with signed authorization, refunds to the employee will be made by the Union.
- F. Dues deductions shall be remitted to the designated Finance Officer of the Local Union once each month within fifteen (15) days subsequent to actual deduction. Any deductions made from subsequent payrolls shall be included with the remittance for the following month.

- G. The Clinton Board of Education shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from employees' wages earned.
- H. The Union shall indemnify and hold harmless the Clinton Board of Education against any and all liability and expenses, including reasonable attorney's fees, that may arise by reason of the compliance with the terms of this Article.

Section 5: INSURANCE

The Board of Education will pay \$262.00 in 2010-2011 per month toward the cost of a single health insurance plan provided the employee worked an average of 30 hours per week or more during the previous school year and accepts an assignment of a similar amount of hours during the current year. The driver will be expected to arrange for the remainder of the payment to be deducted from his/her salary or pay the cost in advance.

The Board of Education will furnish LTD insurance provided the employee worked an average of 30 hours per week or more during the previous school year and accepts an assignment of a similar amount of hours during the current year. LTD: 66 2/3% on contract monthly salary; limit of \$1,667 payable to age 65; minimum monthly payment of \$50; elimination period: 90 calendar days or employee has used sick leave whichever is greater.

Employees who are eligible may purchase dental insurance with no reimbursement from the Board of Education.

Section 6: DRIVER'S MEETINGS

Meetings scheduled by the Director of Transportation or other district administrators that drivers are directed to attend, shall be compensated at the employee's regular first year base pay for the time of the meeting. This may include meetings held prior to the opening of school, at the conclusion of the school year or throughout the school year.

Section 7: HOLIDAYS

Employees will be provided four (4) holidays as follows for 2010 – 2011 school year:

Christmas Day, Thanksgiving, New Years, Good Friday

Employees will be provided six (6) holidays as follows for 2011 – 2012 school year:

Labor Day, Memorial Day, Christmas Day, Thanksgiving, New Years, Good Friday

ARTICLE 3 – Leaves

Section 1: SICK LEAVE

Employees who are employed to run a daily route will be allowed to accumulate 15 days sick leave per year. Eligibility for sick leave shall begin the first scheduled working day for employees each school year. Unused sick leave shall accumulate from year-to-year with the maximum allowable accumulation being 160 days, including time for the current year. Sick leave will not be granted in units of less than one-half (1/2) day. Sick leave shall be pro-rated based upon the number of hours normally worked per day (e. g., a person scheduled for four (4) hours per day shall be allowed sick leave on the basis of four (4) hour days.) Accumulated sick leave may be used for any scheduled route the driver has been assigned.

Section 2: EXTENDED LEAVE OF ABSENCE

An employee who is unable to work due to an extended personal illness, serious illness in the family that demands his/her attention, or for any other reasonable purpose, may be allowed unpaid leave as needed or until the end of the school year. Application for said leave shall be filed with the Director of Transportation when need for leave is first determined. Upon return to work the employee will have seniority and pay status restored. If an employee fails to complete one school year and/or is not available to start the next school year, this provision may not apply.

Section 3: FAMILY MEDICAL LEAVE ACT

Employees 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.

Section 4: UNPAID LEAVE

A temporary leave may be granted without pay upon approval of the Superintendent or his/her designee. Requests for such leave, including the reason, shall be submitted on the proper form at least six (6) days in advance. Such leave will not be granted in units of less than one hour.

Section 5: IMMEDIATE FAMILY

Time, not to exceed five (5) days in any one-year, may be used in case of serious illness in the immediate family of the employee. An employee will be eligible for an additional three (3) days of such leave upon application to and approval by the Superintendent of Schools if one (1) of the following conditions is met:

1. The employee has worked for the school district for more than ten (10) years.
2. The employee has not used more than twelve (12) days of such leave in the past five (5) years.

Time off shall be charged to the employee's sick leave.

Section 6: SPECIAL LEAVE

Leave, not to exceed one (1) day in one school year may be provided employees upon approval of the Superintendent under the conditions outlined in this paragraph. Such requests for leave with accompanying pertinent data shall be submitted to the immediate supervisor for acknowledgment and forwarded to the Superintendent or his/her designee for decision. Requests for such leave shall be submitted on the proper form five (5) days in advance when possible. Conditions for approved special leave include:

- (1) personal emergencies including:
 - (a) calamities (fire, flood, explosion, etc.) to one's residence or to the residence of a member of the immediate family,
 - (b) auto accidents requiring immediate attention,
 - (c) weather or travel conditions that prevent employees from returning to their local residence after weekends or vacations,
 - (d) sudden unexpected events which arise in the immediate household demanding immediate attention that are not subject to other provisions of this contract.

- (2) personal privilege including attending:
 - (a) a graduation from a recognized community college, college, trade school, or a university where a degree is awarded to the employee, employee's spouse, child, grandchild, parent, brother or sister,
 - (b) a ceremony where a unique award is presented to the employee, employee's spouse, child, or parent
 - (c) a high school state tournament where the employee's child is a participant and attendance at the event requires that the employee be absent from work,
 - (d) attend the employee's own wedding or the wedding of a member of the employee's immediate family,
 - (e) moving household goods other than when leaving the employ of the Clinton schools,
 - (f) and one-half (1/2) day to attend the kindergarten round-up of the employee's child;
 - (g) Military deployment of a spouse, child, step or foster child, grandchild, parent, step-parent, brother, sister, or a member of the immediate household to a military conflict or upon return from a military conflict.

- (3) legal and professional transactions that cannot be scheduled during out-of school hours including:
 - (a) court appearances scheduled by civil authorities,
 - (b) conferences with attorneys which cannot be scheduled for other times,
 - (c) child's initial college orientation session,
 - (d) appointments with university officials for the purpose of attending to the details of an approved graduate school program,
- (4) The Superintendent or his/her designee may grant special leave for reasons other than those in this paragraph provided they are, in the judgment of the Superintendent or his/her designee, within the spirit of the policy.
- (5) Special leave shall not be available for recreation, travel, weddings (except as indicated above), shopping, job interviews (except for employees terminated due to staff reduction), or activities which result in taxable income for the employee.

Section 7: UNION LEAVE

The Union shall be allocated a total of five (5) days per year to allow representatives of their organization to attend meetings, conferences or seminars sponsored by Local or International Union or Public Employee Relations Board. The Board of Education will pay the cost of the substitute for the first three (3) days. The Union will pay the substitute for days four (4) through five (5). A ten (10) day notice should, when possible, be given containing evidence of Union approval. This notice shall be submitted through the Director of Transportation. The administration reserves the right to deny the request(s) for Union Leave if such absence would cause substantial disruption to the educational program.

Section 8: JURY AND LEGAL LEAVE

- (1) Any employee called for jury duty during school hours or who is required by subpoena or other order of the court to appear in any judicial proceeding, or who shall be asked to testify in any arbitration matter by the Board of Education shall be provided the necessary time. Any fees or remuneration, excluding travel and other reimbursed expenses, the employee received during such leave shall be transmitted to the Clinton Community School District.
- (2) Should the employee be released from duty for any period of one half day or more, he/she shall be expected to return to work.
- (3) The Director of Human Resources may grant Jury/Legal Leave when an employee is asked by legal counsel to appear/testify.

Section 9: BEREAVEMENT LEAVE

1. Up to five (5) days emergency leave at full pay will be allowed in case of death in the immediate family. Immediate family shall include the employee's spouse, child (including foster & step), parent (including foster & step), son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild and any other member of the immediate household. This leave will not be charged to sick leave.
2. One (1) day's leave will be granted in the event of the death of a friend or relative outside the employee's immediate family as defined above. Up to one (1) additional day will be allowed if the funeral is held more than one hundred eighty (180) miles from Clinton and travel necessitates an additional day. Such allowance for funerals shall not exceed three (3) days in any one-year. This leave shall be charged to sick leave.
3. In the event of the death of an employee or student in the Clinton Community School District, the principal or immediate supervisor, with the approval of the Superintendent, may grant the appropriate number of employees up to one-half day off to attend the funeral with pay.

ARTICLE 4 - General Procedures

Section 1: BUS CLEANING

The interior of each bus, including windows, will be cleaned once each week. One hour of regular pay will be provided, unless there is sufficient free time during the regular route to perform this service.

Section 2: PRE AND POST USE BUS INSPECTION

A 15-minute period will be paid for all pre and post use bus inspections and preparations using the district checklist.

If a driver drives a different bus in the afternoon than was driven in the morning, or if a new driver drives a bus previously used that day, an additional fifteen (15) minute period will be allowed for the afternoon pre-trip inspection.

In order to be paid for the pre and post-trip inspections, the inspections must be made. Substitute drivers shall also be required to make pre and/or post-use inspections of bus driven.

Section 3: PHYSICAL EXAMINATIONS

Bus drivers will be required to have a yearly physical examination using the state approved form. The Board will make some exploratory contacts with various doctors to

see if someone can be found to do them at a standard rate. If a doctor is found who is willing to provide physicals at a standard rate, the driver may still select a physician of his/her choice, but will be expected to pay any cost above the standard rate. The Board will pay the standard rate or \$50 per physical examination, whichever is less.

Section 4: TRANSFER

When a new position is created or a retirement or resignation causes a vacancy to occur, and such position, if occupied, would normally be in the bargaining unit, the position shall be posted on a bulletin board in the bus driver's waiting room. The filling of such positions will be accomplished using the following criteria: certification, qualifications and training as determined by the District. If the District determines all criteria to be equal, seniority shall be the determining factor. If a member of the bargaining unit wishes to apply for such position, he/she may do so by submitting a written request to the Director of Transportation within six (6) school days. The district shall not fill such position until six (6) school days after the date of the posting. Drivers wishing to be considered for a different position, should a summer resignation take place, must so inform the Director of Transportation in writing. All members of the Bargaining unit making application for such vacancies shall be granted interviews when possible. This procedure shall not be in effect between August 10 and the beginning of the school year. Voluntary transfers will not be honored during the school year unless such transfer is determined to be in the best interest of the school district.

Section 5: PERFORMANCE EVALUATIONS

Each employee shall receive a written evaluation at the end of the probationary period and thereafter every three years. The evaluation shall be completed by a person designated by the Superintendent or by his/her designee.

An employee's evaluation shall be discussed with the employee and the employee shall have the right to make written comments thereon.

Personnel File. An employee shall be entitled to review his/her personnel file, upon request. The employee may have copies of all materials in his/her personnel file at a reasonable cost to the employee.

ARTICLE 5 - Hours of Work

Section 1: WORKWEEK

A workweek shall commence at midnight on Sunday and continue to the following Sunday at midnight, a period of one hundred sixty-eight (168) consecutive hours.

Section 2: WORKDAY

A workday shall commence at midnight and shall end the following midnight for a period of twenty-four (24) consecutive hours.

Section 3: ACTIVITY AND FIELD TRIPS

The Director of Transportation will discuss preferences for activity and field trips with the drivers. An attempt will be made to treat each driver fairly. It should be understood that if a driver refuses trips for a period of time that this will affect the number of assignments made over the course of the year. Final assignment will be made by the Director of Transportation.

Assignment of activity trips shall be governed by attached letter of agreement.

The district will make an effort to utilize regular drivers for field trips when possible. The field trip must not interfere with the driver's regular route.

Section 4: ACTIVITY PAY

When a driver is on an activity trip during his/her regular route time, he/she will be compensated at his/her regular pay rate during his/her regular route time.

ARTICLE 6 – Seniority

Section 1: DEFINITION

Seniority shall mean an employee's length of continuous service with the employer since his/her last date of hire in the Transportation Department.

Continuous service shall no longer exist when:

- * an employee is terminated for any reason
- * an employee quits as exhibited by
 - notifying the Director of Transportation
 - failure to show up for work for one or more days without a reason acceptable to the Director of Transportation
- * an employee fails to report for work within five (5) working days after being notified in writing at the employee's last known address to do so, unless prevented by illness or other reasons satisfactory to the Director of Transportation. Employees laid off and desiring to retain seniority rights must keep their address known to the Director of Human Resources.
- * an employee does not meet state requirements

When the Director of Transportation determines a reduction in force is necessary, reductions shall be made in the reverse order of seniority.

When a recall is necessary, the most senior person will be recalled first. All recall rights shall expire after one calendar year.

All employee's continuous service record shall be broken by termination for any reason. The first sixty (60) working days of active employment, during the employee's last period of employment, is a probationary period during which there shall be no

responsibility on the part of the employer for continued employment of the new driver, and discharge of such probationary driver shall not be made subject to the grievance procedure or arbitration.

Section 2: POSTING

Seniority lists by hire date shall be posted annually and shall be considered correct unless the affected employee(s) challenges the accuracy of the list within 14 calendar days.

Seniority lists shall be posted within 14 calendar days of the opening of each school year.

ARTICLE 7: Termination

This Agreement shall become effective on the first day of July, 2010, and thereafter remain in full force and effect until the last day of June, 2012. Negotiations will be opened for salary only for the 2011 – 2012 school year. This Agreement shall be automatically renewed unless either party to this Agreement serves notice upon the other party in writing, prior to the first (1st) day of November, 2011.

SEIU LOCAL 199

Cathy Glass, President

Signature

Leslie Stumbaugh

Signature

Audie Schmidt, union representative

Signature

5/25/10

Date

CLINTON COMMUNITY SCHOOLS

Les Senell

Signature

Signature

Signature

5/7/10

Date

APPENDIX "A"

Wages including step and longevity are frozen for 2010-2011.

BUS DRIVERS SALARY SCHEDULE

	<u>2010-2011</u>
All Regular Routes (1 st Year)	\$12.83
All Regular Routes (2 nd Year)	\$13.28
Special Education (1 st Year)	\$13.08
Special Education (2 nd Year)	\$13.53
Activity Trips	\$ 9.53
School Mechanic	\$15.68

Ten (10) cents per hour additional will be paid to drivers starting their 6th year of driving. An additional ten (10) cents per hour will be paid to drivers starting their 11th year of driving.

MONITORS SALARY SCHEDULE

<u>Step</u>	<u>2010-2011</u>
1	\$9.49
2	\$9.63
3	\$9.77
4	\$9.95

Monitors employed ten (10) or more years (beginning with the 11th year) will receive an additional (15) fifteen cents per hour.

Monitors employed fifteen (15) or more years (beginning with the 16th year) will receive an additional (5) five cents per hour (a total of twenty (20) cents per hour).

Monitors employed twenty (20) or more years (beginning with the 21st year) will receive an additional (5) five cents per hour (a total of twenty-five (25) cents per hour).

APPENDIX "B"

Bus Drivers

CLINTON COMMUNITY SCHOOL DISTRICT

GRIEVANCE FORM

Grievance No. _____
To be filled in by
Central Office

LEVEL I

1. Date Violation Occurred _____
2. Paragraph(s), Section(s) and/or article of contract violated _____

3. State of grievance _____

4. Relief sought _____

Signature of Aggrieved Person

Building

Date: _____

5. Disposition by Director of Transportation

Signature of Director of Transportation

Date

If additional space is needed, attach additional sheets. (This form must be submitted in four (4) copies. After the Director of Transportation makes his/her disposition, he/she will keep one (1) copy, return one (1) copy to the employee making the complaint, send one (1) copy to the President of the Union or his/her designee)

APPENDIX "B"

Bus Drivers

CLINTON COMMUNITY SCHOOL DISTRICT

GRIEVANCE FORM

Grievance No. _____
To be filled in by
Central Office

LEVEL II

1. _____
Date Submitted to Superintendent Or Designee Date Received by Superintendent or Designee

2. Summary of complaint _____

3. Reason for dissatisfaction with proposed settlement recommended by the Director of Transportation or his/her designee _____

Signature of Aggrieved Person Date

4. Disposition by Superintendent or his/her designee _____

Signature of Superintendent or Designee Date

If additional space is needed, attach additional sheets. (This form must be submitted in four (4) copies. After the Director of Transportation makes his/her disposition, he/she will keep one (1) copy, return one (1) copy to the employee making the complaint, send one (1) copy to the President of the Union or his/her designee).

Date _____

AUTHORIZATION FOR CHECK-OFF OF DUES

To the Clinton Community School District:

I hereby assign to SEIU Local 199 from any wages earned by me as your employee, such sums as the Financial Officer of said SEIU Local 199 may certify as due and owing from me as membership dues, in the sum of \$ _____ monthly, by said Local Union in accordance with the Constitution of the International Union. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be in effect from the date of delivery hereof, to you, until the termination of the Collective Agreement between the employer and the Union which is in force at the time of delivery of this authorization unless written cancellation notice is given by me to the business office prior thereto. Written notice of cancellation of this authorization should be presented to the business office at least thirty (30) days prior to July first or January first of requested cancellation.

Signature of Employee

Date of Signature

Address

Social Security Number

Date of Delivery to Business Office

**LETTER OF UNDERSTANDING
BETWEEN
BUS DRIVERS, LOCAL 199 AND
CLINTON COMMUNITY
SCHOOLS**

IT IS UNDERSTOOD BY THE PARTIES TO THIS AGREEMENT THAT:

1. Out-of-district activity trips will be assigned among interested and eligible drivers by seniority on a rotating basis.
2. The activity driving eligibility list shall be created semi-annually (the first district inservice day and February 15) by each driver who wants activity driving by indicating in writing to the Director of Transportation. The activity-driving list will then be created by listing interested drivers by seniority date.
3.
 - a. Eligible trips will be assigned weekly (Sunday - Saturday).
 - b. All trips received by the Director of Transportation by Wednesday p.m. will be assigned Thursday a.m. on a rotation basis, according to the procedures set forth.
 - c. If a driver turns down an assigned trip, the driver must notify the Director by Friday p.m. (The turned down trip will count as a driving opportunity for rotation purposes.)
 - d. Trips received after Wednesday p.m. will be assigned according to the same process. A driver who turns down an assigned trip must notify the Director the same day.
4. All activity trips of 100 miles or greater (one-way) will be limited to assignment among the 10 most senior drivers on the activity driving eligibility list.
5. No driver will be assigned to an activity trip which requires them to miss his/her regular route unless requested by the Transportation Director or designee. Such requests are at the sole discretion of the Director of Transportation. The Director considers factors including experience, available substitutes and the nature of the destination.
6. The District retains the right to contract with charter carriers and in the event an assigned trip is subsequently given to a charter, there is no obligation to the employee for time lost.
7. If an activity trip is cancelled before the driver is to report, there is no obligation to the employee for time lost.
8. If an activity trip is cancelled after the driver reports, he/she will receive three hours activity pay.

9. The Transportation Director has the right to assign if no one bids for an eligible trip.
10. Drivers with less than 90-calendar day's experience will be allowed out-of-town driving only with permission of the Transportation Director.
11. Employees may be assigned trips that cause them to exceed 40 hours/week including route time only with permission of the Transportation Director.

DEFINITIONS:

Activity trip is an out-of-district activity that, in the judgment of the Director of Transportation, requires the use of a yellow school bus.

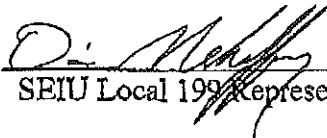
Out-of-district means outside the Clinton-Camanche-Fulton area.

**Memorandum of Understanding Between Service Employees International Union
Local 199 Bus Drivers and the Clinton Community School District**

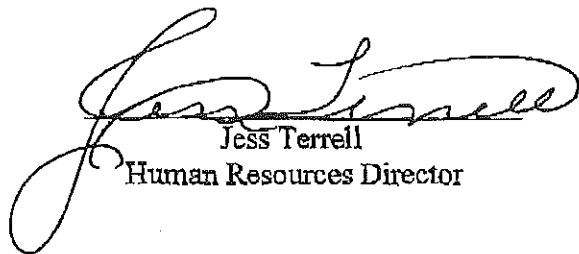
The Service Employees International Union, Local 199 Bus Drivers and the Clinton Community School District agree that when the school Mechanic position was included in the Union the benefits the Mechanic had been receiving would continue.

Following is a list of these benefits:

1. Vacation
 One Week – Minimum of six months, but less than one year of service.
 Two Weeks – 1 year to 7 years of service
 Three Weeks – 7 years to 13 years of service
 Four Weeks – 13 years to 22 years of service
2. Health Insurance – including dependant coverage.
3. Single Dental Insurance.
4. Term Life Insurance (\$20,000)
5. Long Term Disability Insurance.
6. Sick Leave – 17 days per year cumulative to 160 days.
7. Other leaves provided district employees.
8. Holidays
 Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve,
 Christmas Day, New Years Eve, New Years Day, Good Friday, Memorial Day,
 Fourth of July.


SEIU Local 199 Representative

3-4-09
Date


Jess Terrell
Human Resources Director

3/4/09
Date