

MASTER CONTRACT
BETWEEN
MAQUOKETA COMMUNITY SCHOOL DISTRICT
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 199 - BUS DRIVERS

JULY 1, 2010 TO JUNE 30, 2012

MASTER CONTRACT
BETWEEN
MAQUOKETA COMMUNITY SCHOOL DISTRICT
And the
SERVICE EMPLOYEES INTERNATIONAL
UNION – LOCAL 199-BUS DRIVERS
FOR THE TERM
July 1, 2010 to June 30, 2012

ARTICLE I
RECOGNITION & DEFINITION

1.1 - Recognition - The Employer recognizes the Service Employees International Union Local 199 as the certified, exclusive sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's Certification in Case No. 7322, issued September 19, 2006. The unit described in the above certification is as follows:

INCLUDED: All Bus Drivers.

EXCLUDED: All substitute bus drivers and employees excluded by section 4 of the Act.

1.2 – Definition - The term “Employer” shall mean the Maquoketa Community School District or when specified hereinafter, its’ Board of Education or other representatives or agents. The term “Employee” shall mean those employees specified and described in Section 1.1 above. The term “Union” shall mean the Maquoketa Bus Drivers Bargaining Unit, or when specified hereinafter, its duly authorized representatives or agents.

ARTICLE II
GRIEVANCE PROCEDURE

2.1 - Definition - A “grievance” is a claim by an employee or the Unit that there has been a violation, misapplication, or misinterpretation of any provisions of this Agreement.

2.2 - Grievant - A “grievant” is the person filing the grievance.

2.3 - Grievance Processing - 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 of the work activities of the grieving employee or of the staff.

2.4 - The grievant may be represented at all levels of the grievance procedure. The immediate supervisor and/or the Superintendent also have the right to representation at all levels of the grievance procedure.

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

Level I. The grievant shall attempt to resolve the grievance informally, within 21 days of its occurrence, by informal discussion with the appropriate immediate supervisor. The immediate supervisor will reply orally to the grievant within 5 working days after discussion of the grievance.

Level II. If, after discussion with the grievant's immediate supervisor at Level I, the grievance is not settled and the grievant wishes to appeal the grievance to Level II, the grievant will reduce the grievance to writing and submit it to the appropriate supervisor within five (5) working days after receipt of the immediate supervisor's oral or written answer. The written grievance shall contain a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought. The supervisor shall provide a written answer to the grievant within ten (10) working days after receipt of the written grievance.

Level III. If the grievance is not settled at Level II and the grievant wishes to appeal the grievance to Level III, the written grievance shall be submitted to the Superintendent or the Superintendent's designee within five (5) working days after receipt of the supervisor's written answer. The Superintendent or the Superintendent's designee will meet with the grievant and the Union representative, within ten (10) working days after receipt of the grievance. The Superintendent or the Superintendent's designee will provide a written answer to the grievant within five (5) working days of such meeting.

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 Superintendent's designee within ten (10) working days of receipt of the Superintendent's answer in Level III.

Within five (5) working days of receipt of such request, representatives of the Employer and the Union shall attempt to select a mutually acceptable arbitrator. Failing to do so, they shall within ten (10) days of such arbitration request, jointly request the Public Employment Relations Board to submit a list of seven (7) 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, alternately strike a name from the list and the seventh 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 opinion 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 Arbitrator's 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 arbitrator's authority, be final and binding upon the parties. Upon mutual agreement of the Employer and the Unit, grievances involving similar facts, issues and contract provisions shall be consolidated for hearing and determination. The Employer and the Unit 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.

2.6 - The failure of any employee to appeal a grievance to the next level within the time limits specified above shall bar further appeal, provided, however, the failure of the Employer's specified representative to answer a grievance within applicable time limits shall constitute a denial and permit appeal to the next level, and provided further any such time limits may be extended by mutual agreement.

2.7 - All grievances at Level I, II, and III shall be presented, discussed and processed on employees' non-working time.

ARTICLE III
PAYROLL DEDUCTIONS

3.1 - Authorization – Any employee who is a member of the Union may sign and deliver the employer a written authorization for payroll deductions for Union Dues, C.O.P.E contributions, annuities, insurance programs, and savings bonds.

3.2 - Deductions – After receiving a deduction authorization, the employer shall deduct the appropriate annual Union Dues and/or C.O.P.E contributions from each paycheck.

Employees electing to have deductions made may elect to do so by October 1. Changes or additions also will be allowed during the first week of the second semester.

Transmittal of Dues - The employer shall transmit to the union the total monthly deduction for union dues and C.O.P.E contributions, separately within ten (10) school days following the second regular pay period of each month.

ARTICLE IV
HEALTH AND SAFETY

Employees are entitled to work in a safe environment. The employer agrees to furnish and maintain safe working conditions in all buildings, vehicles, tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice.

ARTICLE V
COMPENSATION / WAGES / INSURANCE

5.1 - Drivers hired prior to June 30, 2006:

A contract will be issued which guarantees 5 hrs/day at the hourly rate specified in Table 1 on page 5. The contract will include 175 working days; plus 9 paid holidays (184 x 5 = 920 Total Hours Paid)

The 920 hours includes all duties relative to doing the job:

- Arriving 15 minutes prior to route departure
- Driving am/pm route
- Shuttle Routes
- Maintaining a clean bus (in & out)
- Any assigned duties relative to drug testing

Any and all meetings at the directive of Supervisor
(currently very few)

- Bus Inspections

The employee will clock in and out daily. The time clock system will RECORD actual hours worked relative to the contract.

Drivers with a 920 hour contract will be paid out over 12 months, beginning Sept. 1 through August 15th pay periods.

An individual's daily rate will be based on 184 days. AM route = .5 day and PM route = .5 day.

Should the regular route hours EXCEED 920 hours for the school year, the June 15th payroll will pay the difference paid and owed.

TABLE 1: 2010-2011 Hourly Rate Schedule

Hourly Rate		Hrs/Year	Cntr/Yr	Daily	½ Day
\$14.50	Level 1	920	\$13,340	\$72.50	\$36.25
\$15.00	Level 2	920	\$13,800	\$75.00	\$37.50
\$15.50	Level 3	920	\$14,260	\$77.50	\$38.75
\$16.00	Level 4	920	\$14,720	\$80.00	\$40.00
\$16.50	Level 5	920	\$15,180	\$82.50	\$41.25
\$17.00	Level 6	920	\$15,640	\$85.00	\$42.50
\$17.50	Level 7	920	\$16,100	\$87.50	\$43.75
\$7.70	Activity Trip, where by individual takes the trip in lieu of driving the regular route.				
\$10.45	Activity Trip - all others				

TABLE 1: 2011-2012 Hourly Rate Schedule

Hourly Rate		Hrs/Year	Cntr/Yr	Daily	½ Day
\$14.75	Level 1	920	\$13,570	\$73.75	\$36.88
\$15.25	Level 2	920	\$14,030	\$76.25	\$38.13
\$15.75	Level 3	920	\$14,490	\$78.75	\$39.38
\$16.25	Level 4	920	\$14,950	\$81.25	\$40.63
\$16.75	Level 5	920	\$15,410	\$83.75	\$41.88
\$17.25	Level 6	920	\$15,870	\$86.25	\$43.13
\$17.75	Level 7	920	\$16,330	\$88.75	\$44.38
\$7.95	Activity Trip, where by individual takes the trip in lieu of driving the regular route.				
\$10.70	Activity Trip - all others				

If an individual is absent for an approved leave, they will be paid for one full day or one half day. If an individual is absent (unpaid leave), it will be one full day or half-day deduction.

When converting paid leave time from days to hours, time will be accrued at 4 hours per day and deducted at 4 hours per.

Drivers hired after July 1, 2006:

A contract will be issued indicating the hourly rate as outlined in the schedule below.

The hourly rate will be paid for all duties relative to doing the job:

- Arriving 15 minutes prior to route departure
- Driving am/pm route
- Shuttle Routes
- Maintaining a clean bus (in & out)
- Any assigned duties relative to drug testing
- Any and all meetings at the directive of Supervisor (currently very few)
- Bus Inspections

The employee will clock in and out when on task.

Time clock system will record actual hours worked and individuals will be paid for actual hours worked.

The individual will be entitled to 9 paid holidays at 4 hours per day.

Paid leave earned and taken will be four (4) hours per day as done currently.

<u>Hourly Rate Schedule:</u>	<u>2010-2011</u>	<u>2011-2012</u>
Year 1	\$16.00 per hr	\$16.25 per hour
Year 2 – 3	\$16.50 per hr	\$16.75 per hour
Year 4 – 5	\$17.00 per hr	\$17.25 per hour
Year 6 – 7	\$17.50 per hr	\$17.75 per hour
Activity Trips	\$10.45 per hr	\$10.70 per hour

- 5.2 - CONTRACT DAYS:** The number of contract days for Bus Drivers in the Maquoketa School District is typically 180 days. Due to Parent-Teacher Conferences and staff In-Service, the actual number of attendance days may vary from year to year. The number of attendance days is determined each year by the Board of Directors when the Master Calendar is approved.
- 5.3 - PAY PERIODS:** Hourly personnel will receive paychecks twice monthly on days designated by the Board of Education. Personnel hired prior to June 30, 2006 will receive paychecks twelve months per year.
- 5.4 - OVER TIME:** All personnel will receive time and one-half for time worked over 40 hours in one week.
- 5.5 - WORKERS COMPENSATION INSURANCE:** Personnel will be covered by workman's compensation insurance and school liability insurance.
- 5.6 - LONG TERM DISABILITY:** Bus Drivers whose regular route is 15 hours a week or more shall be covered by long-term disability insurance (activity trips wages are excluded). Selection of carrier shall be a matter of Board discretion.
- 5.7 - REQUIRED PHYSICALS:** A payment of \$150.00 will be made toward the cost of a physical examination when required. (Bus drivers are required to get a Department of Transportation physical every two years.) If a driver is required to get a physical every year, a maximum of \$75 per year will be reimbursed by the district.
- 5.8 - DRIVER RECERTIFICATION COST:** After 1 year of employment, the tuition costs for re-certification required every year by the Iowa Department of Education will be reimbursed by the Board after successful completion of the training. The School District will also pay the annual \$5.00 filing fee required by the State of Iowa.

- 5.9 - PAID HOLIDAYS:** Labor Day; Thanksgiving Day; Friday After Thanksgiving; Christmas Day; New Years Day; Good Friday; Easter Monday (if not used as a school day); Presidents Day; Memorial Day.
Holiday Pay: Drivers hired prior to 7/1/06 will be paid their full daily rate (5 hour minimum). Drivers hired after 7/1/06 will be paid 4 hours per day at their current hourly rate.

ARTICLE VI **LEAVES / ABSENCES**

- 6.1 - SICK LEAVE:** All bus drivers will be eligible for 15 regular workdays of sick leave per year accumulative to a maximum of 135 days. At the beginning of each school year, sick leave will be converted to hours according to each individual's daily hourly status. Hourly status will be rounded to the nearest half hour.
- 6.2 - FAMILY ILLNESS LEAVE:** Employees shall be granted eight (8) days each year of family illness leave. Such leave shall be deducted from personal sick leave. Family illness leave is intended for the care of the employee's dependent children, spouse, parents, parents in-law, or household members. An additional ten (10) days may be granted for catastrophic illnesses. Applications will be reviewed by a committee of three representatives (Mutually agreed upon designee, Board President and Superintendent). Each incident will be reviewed on its own merit and will not create past practice by the district.
- 6.3 - FUNERAL LEAVE:** Funeral leave of five days, non-cumulative, shall be granted to personnel in case of the death of a member of one's immediate family or immediate household, and one day's absence shall be granted in the case of a death of other relatives or close friends. Immediate family is defined as: spouse, child, brother or sister, step relatives, son- or daughter-in-law, parent, parent-in-law, sister- or brother-in-law, maternal and paternal grandparents, grandchildren, and any other member of the immediate household.

- 6.4 - PERSONAL LEAVE:** Three (3) days of non-cumulative leave will be provided annually for personal leave. It is understood and agreed that the purpose of the personal leave is to permit an employee to attend to business, which can only be accomplished during normal working hours. Personal leave will not be granted immediately before or after vacation or holiday periods or during the first or last weeks of school, except in the case of emergency. Forms for personal leave provided by the school district should be submitted to the immediate supervisor at least three days in advance of the day of the leave, if possible.
- 6.5 - GOOD CAUSE LEAVE:** Employees may apply in writing to the Superintendent for up to two days on non-cumulative good cause leave for good reason.
- 6.6 - EXTENDED LEAVES OF ABSENCE:** Drivers may apply for up to one year of Unpaid Good Cause Leave, which may be granted in writing by the Superintendent of Schools. Leave is non-paid leave. Employees who are granted extended good cause leave will maintain the seniority they have accrued up to the time of the approved leave.
- 6.7 - JURY DUTY:** In the case of an employee being called to serve on jury duty, a written request shall be submitted to the supervisor with sufficient notice. In order that no employee shall suffer financial loss because of such absence, the difference between the normal salary and the compensation received for jury duty shall be paid.

ARTICLE VII

OTHER JOB REQUIREMENTS

- 7.1 - CPR TRAINING:** Bus drivers are encouraged to take the CPR training offered by the Board at no cost to the employees.
- 7.2 - NOTIFICATIONS OF CANCELLATION:** In case of bad weather, it will be the responsibility of the driver to call the bus barn and to adjust schedule to run regular route. An attempt will be made to notify bus drivers by 6:00 am if school is to be called off or delayed due to weather.

ARTICLE VIII
JOB POSTINGS / SENIORITY

8.1 - SENIORITY: Seniority will prevail in cases of reduction in force. Seniority will be determined by the number of years of continuous, uninterrupted employment as a regular route driver with the District. Any driver who resigns and then is rehired shall be considered a new employee with no seniority.

8.2 - JOB POSTINGS: All non-certified job openings will be posted for drivers.
All routes and/or shuttles that become vacant will be posted for a minimum of five (5) days. All current drivers who apply for vacant positions will be granted an interview. In cases where qualifications are determined to be equal, applicants with the most seniority will be assigned to the vacant route or shuttle.

8.3 - RESIGNATION / RETIREMENT: Bus drivers will give a two-week notice when resigning or retiring.

ARTICLE IX
EXTRA CURRICULAR ACTIVITY TRIPS

9.1 - MINIMUM COMPENSATION:

If the scheduled departure time for an activity trip is moved back and the driver is not notified of the delay prior to reporting for duty, the driver will receive pay from the original departure time.

A minimum of two hours (\$20.90 for 2010-2011 and \$21.40 for 2011-2012) shall be paid in the event a trip is canceled and the driver is not notified prior to reporting for duty.

9.2 - ACTIVITY TRIP ASSIGNMENTS: The ~~Transportation Director~~ ~~Director of Support Services~~ shall be responsible for assignment of drivers to activity trips. The Director shall be allowed the discretion of making assignments in a fair and equitable

manner. When possible, preference will be given to regular route drivers. Except in cases of an emergency, trading of trips among drivers must receive prior approval from the **Transportation Director** ~~Director of Support Services~~. A good faith effort will be made to post activity schedules when made available from the Activity Director. All trips scheduled for the following week will be posted the Friday before. Any trips coming in during the week will be assigned upon receipt.

9.3 - SUBSTITUTE DRIVER PAY:

It is the responsibility of the School District to pay for substitute drivers if a regular route is missed due to a driver taking an activity trip.

9.4 - OVERNIGHT TRIPS: On overnight trips, drivers will be paid for actual hours driving and waiting (on the bus) or 10 hours maximum, whichever is greater.

For safety reasons, on overnight trips, individual rooms will be provided for drivers unless prior arrangements are made.

9.5 - CANCELLATIONS DUE TO WEATHER: In the event of inclement weather, the decision to go on a trip will be made by the **Transportation Director** ~~Director of Support Services~~, Activity Director, Principal or Superintendent. If these individuals cannot be reached, the decision will be made by the activity driver. In all cases, student safety will be the primary consideration when reaching a decision.

9.6 - MEAL REIMBURSEMENT: On activity trips lasting longer than 4 hours, activity drivers may submit a meal reimbursement request. Request must include a receipt and must be within meal reimbursement limits established for all school employees.

9.7 - AFTER SCHOOL PRACTICE SHUTTLE: After school practice trips will be paid at the activity rate with an established 1-hour minimum.

ARTICLE X
COMPLIANCE AND DURATION

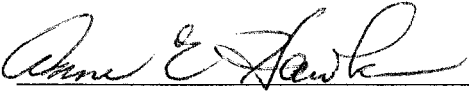
10.1 - Complete Agreement - This Agreement constitutes the entire agreement between the parties hereto and any modifications of this Agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement.

The district shall provide each employee with a copy of the master contract. The Unit shall be given ten (10) additional copies.

10.2 - Duration - This Agreement shall be effective from **July 1, 2010**, and continue in full force and effect until **June 30, 2012**, provided, however, that this Agreement shall continue in effect for like periods thereafter unless either party gives the other party written notice of its desire to terminate or modify this Agreement.

In witness thereof the parties have caused this Agreement to be signed.

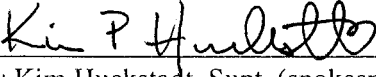
MAQUOKETA COMMUNITY SCHOOL DISTRICT



By Anne Hawks, Board President

6/9/10

Date

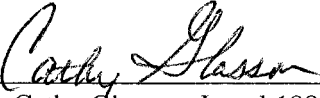


By Kim Huckstadt, Supt. (spokesperson)

6/9/10

Date

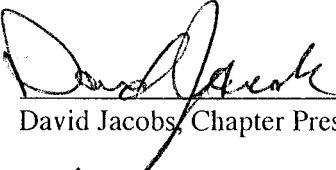
MAQUOKETA BUS DRIVERS BARGAINING UNIT



By Cathy Glasson, Local 199 President

5-12-10

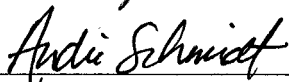
Date



David Jacobs, Chapter President

05/28/10

Date



Audie Schmidt, SEIU Representative

5-12-10

Date

Employee placement on Table 1 Wage Schedule.

Level 1	McKown, Howell, Dietzel
Level 2	
Level 3	Breitbach, Geronzin
Level 4	Puetz, Kuhlman
Level 5	Rohwedder
Level 6	
Level 7	Heinzel