

MASTER CONTRACT

Between the

NORTH SCOTT COMMUNITY SCHOOL

and

BUS DRIVERS

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL #199

for the

School Year

2010-2012

TABLE OF CONTENTS

| | | |
|--------------|--|----|
| Article I | Recognition | 1 |
| Article II | Impasse Procedures | 2 |
| Article III | Grievance Procedure | 2 |
| Article IV | Physical Examinations and Tests | 3 |
| Article V | Agenda | 4 |
| Article VI | Sick Leave | 4 |
| Article VII | Temporary Leaves of Absence | 5 |
| Article VIII | Wages | 7 |
| Article IX | Transfers | 9 |
| Article X | Athletic and Tour-Fan Trips | 10 |
| Article XI | Layoff Procedures | 11 |
| Article XII | Dues Deduction | 12 |
| Article IX | Evaluation | 13 |
| Article XIV | Files | 13 |
| Article XV | Compliance Clauses and Duration | 14 |
| Appendix A | Bus Drivers Who Are Grandfathered on Route Pay | 15 |

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NORTH SCOTT COMMUNITY SCHOOL DISTRICT
and
BUS DRIVERS
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL #199
for the School Years 2010-2012

ARTICLE I
RECOGNITION

The employer recognizes the Service Employees International Union, Local #199, as the certified, exclusive and sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's certification in Case Number 5017. The Unit described in the above certification is as follows:

INCLUDED: Bus drivers - regular

EXCLUDED: All substitute bus drivers, all other certified and non-certified employees excluded by Section 4 of the Act.

DEFINITIONS:

1. The term "board" as used in this agreement shall mean the Board of Education of North Scott Community School District or its duly authorized representative.
2. The term, "employee" as used in this agreement shall mean all members of the bargaining unit above defined.
3. The term "seniority" shall mean an employee's length of service since the most recent date of hire as a regular route bus driver. An employee's seniority shall be broken by resignation, discharge, retirement, or a continuous period of layoff in excess of two (2) years. An employee's seniority ceases to accumulate while on unpaid leave.

4. Level IV: After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise by the parties alternately eliminating names from the list.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

- C. Failure to Appeal: 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 representatives 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.
- D. Time: All grievances at Levels I, II, and III shall be presented, discussed and processed on employee's non-working time.

ARTICLE IV

PHYSICAL EXAMINATIONS AND TESTS

- A. Physical examinations required by the Board shall be paid for by the Board.
- B. Tuberculin tests: Tuberculin tests shall be as often as required by State law or the Board at the expense of the Board.

- D. Job Related Illness or Injury: Absence due to injury or illness incurred in the performance of duties shall not receive sick leave if salary reimbursement is covered by Workmen's Compensation.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

- A. Request for Temporary Leave: Requests for temporary leave shall be filed in writing with the employee's immediate supervisor a sufficient time in advance for the request to be acted upon. in case of emergency situations, requests may be made and permission for such leaves granted without prior written filing of request. Properly filled out forms for the record shall be filled out upon employee's return to work.
 - 1. Employees currently on an approved leave must terminate the leave prior to returning to work. Prior to terminating the leave, the driver will have the same status as a substitute driver.
- B. Family Illness: Up to three (3) days of leave per year with pay shall be granted to employees for serious illness or accidents in the employee's immediate family - immediate family being defined as husband, wife, children, parents of employees, parents of spouse. the Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for the use of such leave.
- C. Personal Leave: One (1) day with pay, accumulated to three (3) days, can be used as Personal Leave. Personal leave shall be defined as absence from work for personal reasons. The leave shall be granted all regular full time employees provided it is not taken immediately before or immediately after holidays or vacations. No more than two (2) personal days can be used consecutively unless approved by the Superintendent.
- D. Bereavement
 - 1. Up to five (5) days with pay shall be granted at any one time in the event of death of an employee's spouse, child or parent.
 - 2. Up to three (3) days with pay shall be granted at any one time in the event of death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and any other member of the immediate household.

ARTICLE VIII

WAGES

A.

2010-11 For Employees Not Listed in Appendix A

| <u>Hourly</u> | <u>1</u> | <u>2</u> | <u>3</u> |
|---------------|----------|----------|----------|
| All routes | \$14.89 | \$15.20 | \$15.49 |
| Spec. Ed. | \$16.37 | \$16.70 | \$17.02 |

2010-11 For Employees Listed in Appendix A

| <u>Route</u> | <u>3</u> |
|--------------|------------------------------|
| Regular | \$47.98 |
| Special Ed. | \$52.75 |
| Activity | \$27.69 |
| Tour-Fan Bus | \$12.49 hr./two hour minimum |

Drivers assigned to train new employees will be paid their regular hourly rate. Appendix A drivers will receive Step 3 of the hourly pay schedule.

2011-12 For Employees Not Listed in Appendix A (unless new money is greater than 2.34% then wage reopener)

| <u>Hourly</u> | <u>1</u> | <u>2</u> | <u>3</u> |
|---------------|----------|----------|----------|
| All routes | \$15.09 | \$15.40 | \$15.69 |
| Spec. Ed. | \$16.57 | \$16.90 | \$17.22 |

| <u>Route</u> | <u>3</u> |
|--------------|------------------------------|
| Regular | \$48.38 |
| Special Ed. | \$53.15 |
| Activity | \$27.89 |
| Tour-Fan Bus | \$12.49 hr./two hour minimum |

Drivers assigned to train new employees will be paid their regular hourly rate. Appendix A drivers will receive Step 3 of the hourly pay schedule.

It is agreed that the employer shall have the right to assign employees receiving the established Morning and Evening rate up to three (3) hours of assigned duties for every day such rate is paid. The assignment shall be divided as equally as is reasonably feasible, between Morning and Evening. It is agreed that the employer

- G. When regular classified hourly employees within their normal work day are assigned bus routes, they are not governed by the wages and benefits therein, but will receive their normal hourly rate.
- H. If an athletic or tour-fan trip has been canceled at the last minute, then the employee shall be paid the minimum rate of the tour-fan route if the employee does not drive his/her regular route. In other cancellations management will make the judgment on a case by case basis for payment purposes.
- I. The district shall determine what constitutes a route. In general terms, a route is transporting students to and from school to their home destination with any necessary changes by the district for the efficient operation of transporting students. The district will continue to post temporary out-of-district routes.
- J. Regular bus drivers with route pay (Appendix A) will be compensated \$10.25 for performing the annual bus inspection.

* Exclusively meaning driver's load is made up of primarily Special Education students.

ARTICLE IX

TRANSFERS

- A. Voluntary
 - 1. When a vacancy in a route occurs, the vacancy will be posted for a period of five (5) days before the route is permanently filled. The process for filling the vacancy shall (normally) be completed within 5 working days from the end of the five day posting.
 - 2. All postings shall include the route number or name, and the name of the individual previously holding the route.
 - 3. A bidding list shall be posted along with a list specifying the current order of seniority among drivers. The most senior driver shall have first choice of routes followed by the next senior driver and so on down to the least senior driver. Employees not able to sign up due to scheduling reasons, may have the Union president sign for them. If, after five days, an employee has not signed up, the supervisor will assign a route to that person. The remaining route after the sign-up process will be filled by the district with a new hire.

ARTICLE XI

LAYOFF PROCEDURES

- A. The employer for any reason may determine that it is necessary to reduce the number of regular routes. If employees must be laid off, the employer shall determine which employees are to be retained, according to the following procedure.
1. The District shall post a seniority list by October 1 with last date of hire as a permanent employee and first day of hire as a substitute.
 2. The employees with the least total seniority shall be laid off first. Seniority will be determined by the total number of years of continuous regular bus driving service to the district. In case of ties, the first seniority tie breaker shall be determined by the date the driver began working as a substitute driver for the district, and if a tie still remains the employees shall draw lots to determine the employee who will be laid off.
 3. If an opening occurs within one (1) year of the layoff, the employees will be re-employed in the inverse order of layoff.
 4. Employees on layoff shall notify the Director of Operations or his designated representative of their availability for recall and must keep their addresses and phone numbers known to the employer. Any change of address must be in writing.
 5. Laid-off employees must report for work within three (3) days after notice sent by certified or registered mail to the employee's last known address informing him or her to report for work. If an employee does not report as required under this Section, the employee shall suffer a loss of seniority and the employment relationship may be broken and terminated.
- B. Employees on a temporary leave of absence retain their seniority rights.
- C. This Article pertains to morning, evening, and activity routes only. Should a reduction in activity routes be necessary, it shall be in reverse order of length of continuous service driving activity routes.
- D. This Article does not restrict the employer's right to assign in any way.

ARTICLE IX

EVALUATION

- A. Within three (3) weeks after the beginning of school the employer shall acquaint the employees with the evaluation instrument. No formal evaluation shall take place until such orientation has been completed.
- B. The employer shall meet the employee to discuss the formal evaluation. The employer and employee shall sign the evaluation instrument to acknowledge receipt of the evaluation by the employee. A copy shall be retained by the employee and the employer shall place a copy in the file.
- C. The employee shall have the right to respond to an evaluation in writing within 15 days of receipt of the evaluation and the response shall be placed in the employee's file.

ARTICLE XIV

FILES

Employees shall have the right to review and copy the contents of their personnel file except confidential letters of recommendation and credentials. A representative of the union may accompany the employee, at the employee's request, in the review of the file. Effective July 1, 2002, copies of any materials evaluative in nature or relating to the employees work assignment which are placed in the employees personnel file shall be provided to the employee within ten (10) days of its placement in the file and the employee shall have fifteen (15) days in which to respond in writing to the material. There is no time limit on responding to materials placed in the file before July 1, 2002. Such written response will become a part of the file.

APPENDIX A

Bus Drivers Who Are Grandfathered on Route Pay

Dannatt, Larry
Heidgerken, Deb
Hermann, Diane
Knapper, Nancy
McBride, Sue
Roe, Carol
Rosenboom, Sue