

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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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.

ARTICLE II

IMPASSE PROCEDURES

Negotiations and impasse procedures shall be those as provided for in the Public Employment Relations Act, Chapter 20 of the Code of Iowa, except the parties agree to eliminate fact finding.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Definition: A "Grievance" is defined as a claim by an employee of the Association that there has been a violation, misapplication of specific provision of the Agreement.
- B. Process of Grievance
 - 1. Level I: An aggrieved employee shall attempt to resolve the grievance informally, within twenty (20) working days of its occurrence (or within twenty (20) working days after such occurrence is known to the grievant), by informal discussion with the appropriate immediate supervisor. The aggrieved employee at his option may be accompanied by an employee representative of the employee's choosing. The supervisor at his option may be accompanied by his designee.
 - 2. Level II: If, after discussion with 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 the discussion. The written grievance shall contain a clear and concise statement of the alleged grievance, including facts upon which the grievance is based, the issue involved, the provisions of the Agreement involved, and the relief sought. The supervisor shall provide a written decision to the grievant within five (5) working days after the receipt of the written grievance.
 - 3. Level III: If grievance is not settled at Level II and the grievant wishes to appeal 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 decision. The Superintendent or the Superintendent's designee will meet with the grievant within five (5) working days after the receipt of the grievance. The Superintendent or the Superintendent's designee will provide a written decision to the grievant within five (5) working days of such meeting.

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.

- C. Any medical test the school district provider requires an employee to have shall be considered part of the examination and will be paid by the employer when for previously undiagnosed conditions up to a maximum of \$100.00

ARTICLE V

AGENDA

A copy of the School Board agenda shall be e-mailed to the Chief Steward of the unit.

ARTICLE VI

SICK LEAVE

- A. Sick Leave shall be that leave which is necessary because of illness or injury of the employee of such nature that the employee cannot perform the duties required of his/her position. The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for the use of sick leave.
- B. Sick leave will be paid for all full time routes. This includes morning and evening routes, and activity routes.
- C. Bus drivers will be granted 15 days of pro-rated sick leave based upon routes as of October 1 of each year. The pro-rated sick leave will be accrued in the same ratio as to the hours they work in a day.

Example:

- 1. Employees that are scheduled to work only a morning and an evening route per day would receive:

$15 \text{ days} \times 3 \text{ hours} = 45 \text{ hours of sick leave per year}$

- 2. Employees scheduled to work a morning, and evening route per day would receive:

$15 \text{ days} \times 4.5 \text{ hours} = 67.5 \text{ hours of sick leave per year}$

Unused sick leave shall accumulate from year to year to a total of 810 hours to be used on an hourly basis.

- 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.

3. Up to one (1) day annually with pay shall be granted in the event of the death of a friend or relative outside the immediate family as outlined above.

E. Jury Duty

Any employee called for jury duty during school hours shall be granted leave with pay. Any fees or remuneration the employee receives, except mileage, during such leave shall be turned over to the North Scott School District.

F. Unpaid Leave

Other temporary leaves of absence for good reason without pay may be granted by the Board or its designee. Unpaid leaves must be requested in advance in writing and may not be for more than three (3) consecutive work days except with Superintendent approval.

G. 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.

H. Union Leave

A total of two (2) days of paid leave shall be available per year, non-accumulative, for Union designated employee(s) to attend conferences, conventions, or other activities of state, or national affiliated organizations.

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

shall have the right to assign employees receiving the established Activity Run rate up to one and one-half (1 1/2) hours of assigned duties for every day such rate is paid. The Employer shall direct at its discretion extra driving assignments based upon time available up to the three hour, or one and one-half hour assignment and the geographical consideration necessary for efficient operation.

Extra assignment that is other than the nature of driving shall be assigned at the Employer's discretion based upon time available up to the three hour, or one and one-half hour assignment and on a rotational basis using a system of reverse seniority.

Assigned duties may include, but are not limited to, additional stops to pick up or drop off students; providing assistance when a bus breaks down; mid-route stops (ill students, bus breakdowns, etc.); vehicle maintenance; and anything else relating to transportation deemed necessary by the Director of Operations.

Should an Activity assignment be in excess of one and one-half hours (1 1/2), said employee shall be paid on an hourly basis for all time worked in excess of one and one-half (1 1/2) hours at an hourly rate of \$10.25 per hour.

Should a Morning/Evening assignment be in excess of three (3) hours, said employee shall be paid on an hourly basis for all time worked in excess of three (3) hours at an hourly rate of \$10.25 per hour.

- B. Bills covering expenses incurred by the driver while on tour, fan or athletic route (such as bridge toll tickets, etc.) should be attached to a voucher. Reimbursement is made through the Administration Office.
- C. Subbing of regular activity or special ed routes will be performed by regular drivers, if possible, and shall be offered on a rotating basis. If regular drivers are not readily available, substitutes may be called upon.
- D. Employees shall receive pay commensurate with their normal morning, evening, special education, and activity runs for five (5) holidays: Thanksgiving, Christmas, New Year's Day, Good Friday, and Memorial Day. If Memorial Day does not fall within the school year, Labor Day will be substituted therefore.
- E. Drivers keeping buses at homes will be paid \$40.00 per year to cover their cost of electricity for plug-in engine warmers.
- F. Drivers who exclusively* transport Special Education students that attend Special Education Classes will receive an additional 10 per cent above the base scale.

- 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.

4. The District shall rotate temporary route assignments among permanent drivers who apply for such vacancies as they occur. Rotation of temporary routes shall give preference to drivers who do not currently have an activity route.
5. Such decision by the District shall be subject to the grievance procedure.
6. The District retains the right to make the final decision in all transfers.

B. Involuntary

1. When an employee is transferred from one route to another, the employee will be provided with the reasons for the change and given a chance to discuss the transfer with the immediate supervisor.
2. The District retains the right to make the final decision in all transfers.

ARTICLE X

ATHLETIC AND TOUR-FAN TRIPS

- A. Sign-up sheets for athletic trips and tour-fan trips of longer duration will be posted. The employer will endeavor to rotate the assignments within the following guidelines:
1. Athletic trips and fan trips will be assigned on a seasonal basis.
 2. If a trip is canceled, the driver assigned to that trip shall remain in first position on the seniority roster.
 3. Failing to be interested in a trip will be treated as having had an opportunity for the assignment.
 4. Due to the nature of some assignments, the employer retains the right of final judgment in the assignments.

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 XII
DUES DEDUCTION

A. Authorization

Any employee who is a regular bus driver may sign and deliver to the Board an assignment authorizing payroll deduction of dues to SEIU Local 199. The form of authorization shall be established by the Union and shall be in compliance with state and federal law, a copy of which is attached to this agreement. Such deduction shall commence within thirty (30) calendar days following delivery of authorization to the Board.

B. Termination

It shall be understood that authorization may be revoked in writing at any time by a thirty (30) day notice to the Board and the Union.

C. Transmission of Dues

Dues will be transmitted to the Union within ten (10) school days following the pay period in which deduction is made.

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.

ARTICLE XV

COMPLIANCE CLAUSES AND DURATION

A. Separability

If any provision of this agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this agreement shall remain in full force and effect.

B. Printing Agreement

Copies of this Agreement shall be printed at the expense of the employer and shall be given to all employees covered by this agreement and to any new employees. The Union shall receive (10) ten copies at the time of printing.

C. Complete Agreement

This agreement constitutes the entire agreement between the parties hereto any modifications of this agreement shall be made at any time by mutual agreement.

D. This agreement shall be for the period from July 1, 2010 to June 30, 2012.

Dated this 3rd day of March, 2010

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL #199

By [Signature]
Local President

By [Signature]
Business Agent

By [Signature] 3/19/10
Chapter President

By [Signature] 3-22-10
Chapter President

NORTH SCOTT COMMUNITY SCHOOL
DISTRICT

By _____
President

By [Signature]
Chief Negotiator

By [Signature]
Board President

APPENDIX A

Bus Drivers Who Are Grandfathered on Route Pay

Dannatt, Larry

Heidgerken, Deb

Hermann, Diane

~~Knapper, Nancy~~

McBride, Sue

Roe, Carol

Rosenboom, Sue