

**M A S T E R   C O N T R A C T**

**between**

**MARSHALLTOWN COMMUNITY SCHOOL DISTRICT  
317 COLUMBUS DRIVE  
MARSHALLTOWN, IOWA 50158**

**and**

**CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238  
COVERING  
SCHOOL BUS DRIVERS**

**2011-2012**

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## AGREEMENT

The Board of Directors of the Marshalltown Community School District in the County of Marshall, State of Iowa (hereinafter referred to as the "Board") and the Chauffeurs, Teamsters & Helpers, Local No. 238 affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), on behalf of the Union and on behalf of the Employees in the bargaining unit recognized and described in Article I of this Agreement, agree as follows:

### ARTICLE I

#### RECOGNITION AND DEFINITIONS

Section 1.1 Recognition. The Marshalltown Community School District hereby recognizes Chauffeurs, Teamsters and Helpers, Local Union 238, affiliated with the International Brotherhood of Teamsters, as the certified exclusive bargaining representative for all personnel employed by the School District in the bargaining unit described in the PERB certification instrument (Case #3823) issued by the PERB.

INCLUDED: All regular school bus drivers of the Marshalltown Community School District.

EXCLUDED: All substitute bus drivers, transportation mechanics, food service employees, custodian/buildings and grounds employees, elected officials, supervisors, secretarial personnel, certified employees, paraprofessionals, all other school district employees and persons excluded by Section 4 of the Act.

Section 1.2 Definitions. (1) The terms "School District," "District" and "Board" are used interchangeably throughout this Agreement and refer to the Marshalltown Community School District in the County of Marshall, State of Iowa, acting through its Board of Directors or its duly authorized representatives.

(2) The term "Union," as used in this Agreement, shall mean Chauffeurs, Teamsters and Helpers, Local Union No. 238, affiliated with the International Brotherhood of Teamsters or its duly authorized representative.

(3) The term "Employee," as used in this Agreement, shall mean all persons described in the bargaining unit as set forth in Section 1.1 of this Article.

(4) The term "school year," as used in this Agreement, shall mean that period of time commencing with the first day students are in school in the fall semester and continuing through the day immediately prior to the first day students are in school in the following school year.

**ARTICLE II**

**NON-DISCRIMINATION**

**Section 2.1.** There will be no discrimination against, interference with or restraint or coercion of any Employee by the Board because of an Employee's membership in the Union or because of his activities on behalf of the Union that are lawful and not in violation of this Agreement.

Neither the Union, nor its representatives, nor the Employees represented by the Union will discriminate against, interfere with, intimidate or coerce any Employee because of such Employee's exercise of his/her right to join or refrain from joining the Union or to engage or refrain from engaging in Union activities, under state law.

The Union, its representatives, and the Employees represented by it will not engage in solicitation for Union membership or collection of Union dues, initiation fees or assessments during working hours and will not engage in any other Union activities during working hours, except as provided for by law or by the terms of this Agreement.

**Section 2.2.** Neither the Board nor the Union will discriminate against any Employee or applicant for employment on account of race, color, creed, sex, religious beliefs, national origin or age, all as provided by law.

**Section 2.3.** Whenever in this Agreement reference is made to the male gender, it shall also be deemed to include, where applicable, the female gender.

**ARTICLE III**

**WORK DAY AND WORK WEEK**

**Section 3.1. Rates of Pay.** The rates of pay as set forth on Exhibits A and B to this Agreement shall be in effect for the term of this Agreement.

**Section 3.2. Required Meetings.** Required meetings shall be paid at the regular activity rate of pay per hour.

**Section 3.3. Learning Routes.** Time spent learning routes shall be paid at the regular activity rate of pay per hour.

**Section 3.4. Overnight Trips.** In the event a driver is required to pay for lodging and meals, the driver shall be reimbursed the actual amount not to exceed the per diem allowances as established by the School District. Each driver must submit receipts verifying expenses. The driver's work day shall end when the group advisor releases the driver from driving responsibilities for such day.

Section 3.5. Extra Trips - Meal Allowance. When an Employee drives an extra trip beyond a fifteen (15) mile radius of Marshalltown that exceeds five (5) hours duration in driving and waiting time, the School District, upon presentation of a validated receipt, shall reimburse the actual amount spent for meals not to exceed \$5.00 for breakfast, \$7.00 for the noon meal, and \$8.00 for an evening meal; provided, however, that if the trip extends over a period that would normally encompass two meals, the amounts allowed for those two meals can be combined by the Employee and such combined amount divided between the two meals as the Employee sees fit and if the trip extends over a period that would normally encompass all three meals, the amounts allowed for those three meals may be combined by the Employee and such combined amount divided among the three meals as the Employee sees fit.

Section 3.6. Modified Work Day. (1) School Closure/Delayed Start: In the event schools are closed, as determined by the Superintendent or his designee, or are delayed in starting, a driver who reports to work will be paid for one trip at his regular route rate of pay. The provisions of the preceding sentence shall not apply if a notice is broadcast over a local radio station not later than 6:45 a.m. on the day in question advising that there will be no school or that school will be delayed in starting on such day.

(2) Activity Trip Cancellations: An Employee who reports at the scheduled time for an activity trip without being notified by 5:00 p.m. on the last business day preceding the scheduled reporting time that the trip has been cancelled for reasons other than inclement weather, will be guaranteed two (2) hours of pay at the then current activity rate of pay if the proposed trip was considered an in-town trip or will be guaranteed four (4) hours of such pay if the trip was considered an out-of-town trip; provided, however, that in any case, such Employee must perform any work assigned to him as scheduled by the Director of Transportation for such two (2) hour or four (4) hour period which he is capable of performing. Whether a trip is considered an in-town trip or an out-of-town trip will be determined by the Director of Transportation in accordance with the criteria and standards utilized for that purpose prior to July 1, 2002.

(3) Early Dismissal: On days when early dismissal of a school requires an additional route trip, the driver will be paid for that additional trip on the same basis as though it were a regular trip.

(4) In-Service Days: Employees required to report for work on an in-service day will be paid the regular activity rate of pay unless assigned a route on that day, in which event they will be paid the regular rate of pay for that route.

Section 3.7. Special Education Routes. Drivers assigned by the Director of Transportation to special education routes shall receive an additional One and 50/100ths Dollars (\$1.50) per trip for this type route. Special education routes are those assigned to pick up students at their homes for transportation to a specific class or weighted program. Drivers of wheel-chair equipped buses shall receive an additional Two and no/100ths Dollars (\$2.00) per trip above the salary schedule.

Section 3.8. Special Education Out-of-Town Trips. Effective July 1, 2010, and subject to the provisions of Section 6.1 of this Agreement, the transporting of special education students to locations outside the Marshalltown District (currently to Des Moines and Waterloo) for such students' regular, normal education program shall be treated as a regular route and shall be compensated on the basis of the salary schedule set forth on Exhibit A, with the following adjustments:

- (i) the special education route premium as provided for in Section 3.7 shall not apply;
- (ii) the additional compensation for routes in excess of 15 miles in length, as measured by the morning route, shall not apply;
- (iii) the special routes provisions set forth on Exhibit B shall not apply;
- (iv) there shall be added to the driver's regular monthly salary an additional \$8.00 per day for each day the route is driven;
- (v) the minimum rate of pay in lieu of regular route pay for such assignment will be a flat hourly rate of \$9.85 per hour.

In the event of a vacancy occurring in such assignments after July 1, 2010, such positions shall be subject to the regular bidding process for regular routes and summer routes as described in Section 6.1. The individuals holding such assignments shall be considered to be covered by all of the provisions of this Agreement including, without limitation, leaves of absence, seniority and holidays. Should either route not run on any day for any reason, the individuals assigned to such route shall not be provided work on such day, unless another route happens to be available, in which event such individual may take such other assignment in the capacity of a substitute driver and receive pay at the established rate for such other route. Individuals assigned to the special education routes referred to in this section shall not be entitled to bid on field trips or activity trips as provided for in Section 6.2 of this Agreement unless such trips are at the end of the day, after the driver has completed the out-of-town assignment and has returned to Marshalltown.

Section 3.9. Miller Run. Effective July 1, 2010, and subject to Section 6.1 of this Agreement, the transporting of students with behavioral problems from home to school and back to home at the end of the day shall be considered as a regular route and the drivers will be considered as regular drivers and will be paid as regular bus drivers are paid, plus the special education route premium referred to in Section 3.7. In the event of a vacancy occurring in such assignments after July 1, 2010, such positions shall be subject to the regular bidding process for regular routes and summer routes as described in Section 6.1.

Section 3.10. Method of Payment. Pay days shall be established by the payroll department prior to the beginning of each work year.

## ARTICLE IV

### LEAVES OF ABSENCE

**Section 4.1. Sick Leave.** (a) Employees shall accrue sick leave at the rate of 11 days of sick leave for each complete contract year of employment. In the event of personal illness or injury, the Employee will continue to receive pay at his regular rate for his regularly assigned route until his sick leave is exhausted. Unused sick leave days shall be accumulated from year to year to a maximum of two hundred (200) days, from all sources.

(b) An Employee who has accumulated at least 150 days of unused sick leave will be permitted to voluntarily donate in any one contract year an aggregate of five (5) days of such sick leave to a fellow Employee who has exhausted all of his/her paid sick leave and who is suffering from a catastrophic illness or injury which requires additional time off work. The Board may require verification from the ill Employee's physician regarding the nature of the illness or injury and the time necessary to recuperate from it and to return to work. The donating Employee and recipient Employee will cooperate with the Board in that regard and also sign any necessary consent forms to permit the Board to have access to such information. The Union assumes full responsibility for locating donors for this program and no Employee will be coerced to donate any days of sick leave nor threatened with any retaliation nor suffer any adverse employment action by either the Union or the Board for refusing to donate sick leave days. The maximum number of donated sick leave days which an Employee may receive under this program is 60 days.

**Section 4.2. Family Illness Leave.** Employees shall be allowed a maximum of five (5) school days in any one (1) school year in the aggregate in the case of hospitalization of the Employee's spouse, parent, child, sister or brother. Absence for this purpose shall be without loss of pay and shall not be charged against the Employee's accrued days of sick leave.

**Section 4.3. Maternity Leave.** (a) Any pregnant Employee who desires to continue the performance of her duties during the period of her pregnancy may continue to do so provided that her health and work efficiency are not affected and that she is physically capable to continue to perform her duties.

(b) The determination of the dates maternity leaves shall commence and terminate shall be made by the Business Manager or his designee after consultation with the Employee and pursuant to the provisions hereinafter set forth. The date of commencement and termination of maternity leaves shall be the date medically established as hereinafter provided. If the Employee plans to return to work following childbirth, she shall report to work within fifteen (15) days of the date of discharge from the hospital unless such resumption of duties is not medically advisable, as hereinafter provided.

(c) Paid sick leave benefits for maternity to the extent of an Employee's accumulated earned sick leave shall be paid only during the time of medical confinement, which shall be the time medically established for termination and recommencement of duties as hereinafter provided.

(d) Where maternity leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the Employee to the Business Manager. An application shall be accompanied by the statement of the Employee's physician. Such extensions or reduction shall be granted for the time medically indicated.

(e) The determination of whether the Employee is capable of continuing work during pregnancy or whether she is capable of returning to work following childbirth and whether her health and work efficiency will be adversely affected, shall be made in consultation with the Business Manager, the Employee and, if necessary, the Employee's physician, and may also be in consultation with a physician of the Board's selection. In the event of a difference of opinion between the Employee's physician and the Board's physician, a third physician (chosen by the Employee and the Board or in the event they cannot agree, by the Marshall County Medical Society) shall render an opinion on the issue of medical capacity to continue or resume the performance of duties, which opinion shall be binding on the parties.

**Section 4.4. Bereavement Leave.** In the case of death in an Employee's immediate family, the Employee shall be granted permission to be absent from duty for not more than five (5) days at the discretion of the Superintendent as may be determined to be necessary for attendance at the funeral and for any other purpose directly arising out of the death. No deduction of pay shall be made for absence so granted. For the purpose of the foregoing, an Employee's "immediate family" is defined as his spouse, child, parent, brother, sister, spouse's parents, spouse's brothers and sisters, spouse's child by a former marriage and grandchildren of the Employee and his spouse.

In the case of the death of the grandparents of the Employee and his spouse, the Employee shall be granted permission to be absent from work for two (2) days at the discretion of the Superintendent to permit the Employee to attend the relative's funeral.

In the case of the death of the uncle, aunt, niece, nephew or first cousin of the Employee and his spouse, the Employee shall be granted permission to be absent from work for one (1) day at the discretion of the Superintendent in order to permit the Employee to attend the relative's funeral.

**Section 4.5. Personal Leave.** Employees shall be granted paid, personal leave at the rate of one (1) day during each school year, except that newly employed personnel will receive two (2) days of personal leave during the first school year of their employment. Unused personal leave days shall be accumulated from year to year to a maximum of five (5) days. After five (5) days have accumulated, accrued personal leave days thereafter will be added to the Employees accumulated sick leave days, provided that the total number of accrued sick leave days shall not exceed two hundred (200).

Personal leave is to be used primarily for the purpose of transacting necessary business which cannot be conducted during non-school hours or on non-school days. Personal leave shall be at the discretion of the Employee but in order to assure adequate staffing, any Employee desiring personal leave shall

submit a request for the same in writing to the Director of Transportation at least five (5) business days in advance of the requested leave day. In the case of an emergency, permission for such leave may be sought in person or by telephone with the written statement presented to the Director of Transportation upon the Employee's return. Should an unusual number of personal leave requests occur on one (1) day causing a staffing problem, the Director of Transportation shall have the discretion to grant only those requests for which adequate substitutes may be obtained. No personal leaves shall be granted for the day immediately preceding or the day immediately following a holiday or for the day immediately preceding the commencement of vacation or the day immediately following the end of a vacation period.

**Section 4.6. Unpaid Leave.** An Employee may apply for a general leave of absence without pay or benefits. Such a leave may be granted (or refused) within the sole discretion of the Superintendent or designee. An Employee on unpaid general leave that exceeds five (5) working days shall be assigned the first vacancy position that occurs after the conclusion of the leave. An Employee on general leave that does not exceed five working days shall, at the conclusion of the leave, be assigned to previously held routes. An Employee granted unpaid general leave for medical reasons shall maintain a right to previously held routes for twenty (20) working days beyond expiration of sick leave. The District may request a statement from a medical doctor to verify the need for and the appropriate dates for any medical leave and the Employee will provide such waivers as may be required by the doctor for the District to obtain such information. Unpaid leave will not be granted unless all other available paid leave has been exhausted. Employees seeking to use unpaid leave will have their requests considered on a "first come, first served" basis.

**Section 4.7. Leave Record.** During the month of July of each year the Board will provide to each Employee a written report showing that Employee's unused sick leave days and unused personal leave days as of the date of such report.

## **ARTICLE V**

### **SENIORITY**

**Section 5.1. Definition.** The term "Seniority" shall mean a regular Employee's length of service since the last date of hire.

**Section 5.2. Probationary Period.** All new Employees shall serve a probationary period of sixty (60) working days. Upon completion of the probationary period, an Employee shall be put on the seniority list with seniority determined from the last date of hire.

**Section 5.3. Breaks in Service.** An Employee shall lose his seniority in the following manner:

(a) Absence from work for a period of one year, because of illness or injury not compensable under the workers compensation law.

(b) If laid off for a period of time longer than one year.

(c) By quitting. If an Employee is absent from work more than three consecutive days without notifying his supervisor, it will be assumed that he has voluntarily terminated his employment.

(d) By discharge for just cause.

(e) By failing to report for work at the expiration of a leave of absence.

(f) Failure to return to work upon recall after layoff within five (5) days after the Board has given notice of recall; provided, however, that if at the time of the layoff the Employee is advised when to return to work, his failure to return on the day so designated shall be deemed to be a voluntary quit.

(g) By employment elsewhere during any leave of absence due to any cause other than layoff, except if such other employment is consented to by the Board.

Section 5.4. Determination of Seniority. In those situations where Employees have the identical date of hire, the date shown on the Employee's employment application forms will be the determining factor, with the earliest application date being given priority; if the application dates are the same, the last four digits of the Employees' respective social security numbers will be the determining factor, with the higher number being given priority.

Section 5.5. Seniority Lists. The Board shall furnish to the Union current seniority lists on or about October 1 and on or about February 1 of each contract year.

## ARTICLE VI

### BIDDING PROCEDURE

Section 6.1. Regular Routes and Summer Routes. Subject to the right of the District at all times to change, consolidate, divide or realign routes, when a vacancy occurs on a regular or special or summer route, the vacancy shall be posted for bidding for a period of three (3) working days and where the skill, ability, demonstrated qualifications to deal with the students involved, personal appearance, competence, past performance and work attendance of the bidders are relatively equal, the vacancy shall be assigned to the most senior Employee. Drivers shall be limited to one successful bid each school year. It shall be considered a successful bid when a driver bids on a posted vacancy and then either accepts the award, refuses to accept the award or withdraws his name from consideration for the award when he is the most senior driver bidding on the vacancy. The Union business representative shall be provided with copies of job postings for regular routes and summer routes.

**Section 6.2. Activity Trip Bidding Procedure.** During the term of this Agreement, a trip bidding procedure will be in effect which shall permit the bidding of field trips and activity trips. The details of the bidding procedure shall be established by the Director of Transportation but the procedure will be designed to award such trips to the most senior bidder meeting qualifications for the trip. The activity trip bidding procedure shall not apply to special routes or other trips which may require special considerations nor to trips requiring buses equipped for wheelchairs or in transporting special education students. Drivers who are assigned mid-day or pre-school routes may not bid for activity trips which would interfere with the performance of the regularly scheduled mid-day or pre-school route.

**Section 6.3. Details of Bidding Procedure.** The following provisions shall apply to the activity trip bidding procedure:

(a) Bidders will indicate activity trip choices by listing the most desired trip number first followed by any additional trip numbers the driver may wish to bid on for each day. Drivers will be limited to two successful bids each week for out-of-town trips.

(b) Subject to Section 6.3(a) above, trips not awarded after the first round of bidding will be awarded at the discretion of the Director of Transportation to the most senior driver available meeting qualifications for the trip.

(c) If, after being awarded a trip, the successful bidder cannot fulfill the obligation, the bidder shall lose bidding rights for the following week unless the reason for not fulfilling the obligation is for one of the forms of leave set forth in Sections 4.1, 4.2, 4.3 or 4.4 of this Agreement or because such bidder becomes involved in legitimate Union business activities and, for that reason, cannot make the trip. The Director of Transportation will notify the Chief Steward as to the identity of any employees who lose bidding rights as a result of this subsection.

(d) Cancellation of an activity trip shall not cause the remaining trips to be rebid nor shall the driver receive pay except as provided in this Agreement.

(e) Emergency trip requests will be assigned to the most senior driver available; if that driver refuses the assignment, then the trip will be assigned to the next most senior driver available. The Director will notify the Union Steward, or designee, of such assignments.

## **ARTICLE VII**

### **STAFF REDUCTION PROCEDURES**

**Section 7.1. Reduction in Force.** When in the sole, exclusive and final judgment of the School District it becomes necessary to reduce the work force, the following procedure will be observed:

(1) Probationary Employees will be laid off first.

(2) If further reductions are necessary, Employees with the least seniority shall be laid off first, provided, that those employees who remain have the requisite reliability, good reputation, physical and mental competence, and good personal and moral habits to adequately assure performance of the work that remains to be done.

**Section 7.2. Recall Rights.** An Employee on layoff shall retain the right to recall for a period of one (1) year after date of layoff. An Employee who fails to return to work within five (5) working days after being notified by certified letter of recall shall lose recall rights. Employees will be recalled in the reverse order in which they were laid off.

**Section 7.3. Notification.** The School District shall give the Employee and the Union three (3) working days notice before a layoff.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

**Section 8.1.** A grievance is a difference of opinion between the Board and an Employee, or a group of Employees, or between the Board and the Union with respect to the meaning, interpretation or application of any term or terms of this Agreement. A grievance must be presented to the appropriate supervisor in accordance with the following procedures not more than five (5) working days after the occurrence of the event giving rise to the grievance or it shall be considered waived, unless a different time limit is specifically provided for in this Agreement for a particular type of grievance.

**Section 8.2.** (a) The failure of an Employee (or, in the event of an appeal to arbitration, the Union) to act on any grievance within the prescribed time limits, will act as a bar to any further appeal and a supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(b) It is agreed that any investigation or other handling or processing of any grievance shall be conducted during non-work time and so as to result in no interference with or interruption whatsoever of the normal work activities of the grievant or other Employees.

**Section 8.3.** Grievances will be handled in accordance with the following procedures:

(a) **First Step.** An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and his or her supervisor.

(b) **Second Step.** If the grievance cannot be resolved informally, the aggrieved shall file the grievance, in writing, using the grievance form,

Exhibit C, and, at a mutually agreeable time, discuss the matter with the supervisor. The written grievance shall state the nature of the grievance, shall state the specific clause or clauses of the Agreement alleged to be violated and shall state the remedy requested. The filing of the formal written grievance at the Second Step must occur within ten (10) calendar days from the date of the occurrence of the event giving rise to the grievance or the grievance shall be considered waived. At the discussion of the matter with the supervisor, the grievant, if he desires, may be accompanied by his steward, or, if he is not available, by the chief steward. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant within ten (10) calendar days after receipt of the grievance.

(c) Third Step. In the event a grievance has not been satisfactorily resolved at the Second Step, the grievant shall file, within five (5) calendar days of the supervisor's written decision at the Second Step, a copy of the grievance with the Business Manager. Within ten (10) calendar days after such written grievance is filed with the Business Manager, the aggrieved and, if he desires, the chief steward and/or business agent of the Union and the Business Manager, or his designee, shall meet to attempt to resolve the grievance. The Business Manager, or his designee, shall file an answer within ten (10) calendar days of the third step grievance meeting and communicate it in writing to the grievant and the Union.

(d) Fourth Step. In the event the grievance is not satisfactorily resolved at the Third Step, there shall be available a fourth step of impartial arbitration. The Union may submit in writing a request on behalf of the Union and the grievant to the Business Manager within ten (10) calendar days following receipt of the third step answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two (2) parties within ten (10) calendar days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within ten (10) calendar days, the Federal Mediation & Conciliation Service will be requested to provide a panel of five (5) arbitrators. Each of the two (2) parties will alternately strike one (1) name at a time from the panel list until only one (1) shall remain. The remaining name shall be that of the arbitrator. The arbitrator shall have authority only to interpret and apply the provisions of this Agreement and to decide the particular grievance submitted to him. He shall not have authority to add to, delete from or in any way modify, alter or amend any provisions of this Agreement. The fees and expenses of the arbitrator shall be borne equally by the Board and the Union, but all other costs will be the responsibility of the party incurring them.

(e) The time limits set forth above may be extended, at any step of the grievance procedure, by mutual agreement of the parties, provided that the request for an extension is made before the expiration of the original time limits.

(f) If the Union or any Employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure. Neither the Union, the Board, nor any Employee shall release information to the public media concerning a grievance until the grievance has reached the fourth step in the grievance procedure.

(g) An Employee shall be discharged or suspended only for proper cause. Before an Employee who has been suspended or discharged is required to leave the premises, the chief steward shall be summoned to an office designated by the Board for the purpose of being notified of the suspension or discharge and for the purpose of hearing the Employee's statement of his position. It is understood that this meeting does not constitute a Step in the grievance procedure. Any grievance involving the suspension or discharge of an Employee must be filed in writing within three (3) working days after the suspension or discharge occurs, and any such grievance shall start at Step 3 of the grievance procedure. This section shall not be applicable in the case of suspension or discharge of a probationary Employee.

## ARTICLE IX

### DUES DEDUCTION

Section 9.1. Any Employee who is a member of the Union or who has applied for membership may sign and deliver to the Union an assignment form authorizing the payroll deduction of Union dues and the Union shall transmit such assignment form to the Board. Changes in the amount of dues which will be deducted whether an increase or a decrease, must be presented to the Board on or before July 1 for the ensuing school year.

Section 9.2. Pursuant to such authorization, the Board shall deduct each month from the regular salary check of the Employee the amount of monthly union dues as specified by the Union.

Section 9.3. The dues deduction authorization shall continue in effect from year to year, but may be terminated by the Employee at any time by giving a thirty (30) day written notice to the Board.

Section 9.4. The Board shall transmit to the Union the total monthly deduction for Union dues each month and shall provide a list of the Employees for whom deductions are made.

Section 9.5. The Board 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 an Employee's compensation earned.

Section 9.6. The Union agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims, costs, including reasonable attorney's fees, suits or other forms of liability, and all court costs arising out of the application of the provisions of this Article.

**ARTICLE X**

**HOLIDAY**

**Section 10.1.** Employees shall be paid their regular daily wage for one (1) holiday, provided in all cases that they met the following qualification requirements:

(a) They have worked their entire regular scheduled hours of duty on both the last regular scheduled work day before the holiday and on the first regular scheduled work day after the holiday unless excused by the Board because of an authorized unpaid leave;

(b) They are on the active regular payroll at the time the holiday occurs;

(c) They have been on the payroll for thirty (30) calendar days at the time the holiday occurs.

**Section 10.2.** The specific day to be observed as the paid holiday will be Christmas Day.

**Section 10.3.** The amount of holiday pay shall be calculated in accordance with the Employee's regular base daily rate of compensation.

**ARTICLE XI**

**MISCELLANEOUS**

**Section 11.1 Tax-Sheltered Annuities.** Upon appropriate written authorization from the Employee, the Board shall deduct from the compensation of any Employee and make appropriate remittance, premiums for tax-sheltered annuities. Payroll deductions for tax-sheltered annuities shall commence within sixty (60) days following receipt, by the Business Office, of the Employee's authorization. An Employee may rescind such deduction authorization at any time by giving the Business Office a thirty (30) day written notice. Payroll deduction in such event shall be discontinued as of the second pay day following receipt by the Business Office of the notification of rescission.

**Section 11.2 United Way.** Bus driver personnel are eligible for payroll deduction of United Way contributions. Part-time personnel would have their annual contribution spread over ten pay periods. United Way contributions are based on a calendar year.

**Section 11.3. Game Tickets.** Drivers will be provided a ticket, or reimbursement therefor, to enter games or sessions in which Marshalltown is a participant and the driver wishes to attend the activity.

**Section 11.4. Access to School Property.** The Business Representative of the Union shall be permitted access to school property during working hours for

the purpose of checking on working conditions and ascertaining that the Agreement is being adhered to; provided, however, that there is no interference with or disruption of the duties and activities of Employees or the operation of the schools and school programs; and provided further that the Business Representative must first request and receive permission from the appropriate supervisor and from the principal of any school building where such visitation is to take place.

**Section 11.5. Bulletin Boards.** The Board will make available in the bus drivers' area a space for a bulletin board to be furnished by the Union. The bulletin board may be used for the purpose of posting notices of Union meetings, of the results of Union elections, and other official Union business or notices of Union social and recreational affairs. The notice must, prior to posting, be submitted to the appropriate supervisor for approval and each notice will be signed by an official of the Union. There shall be no posting of any advertisement or political matter on the bulletin board or elsewhere on school property.

**Section 11.6. Licenses.** Each driver shall maintain a valid Class B Commercial Driver's License with air brake, passenger and school bus endorsements during their employ by the Board. The Board shall reimburse an Employee for the full cost of the license at the time the license is issued, conditioned upon the Employee reimbursing the Board for a portion of the license fee on a pro rata basis for any unexpired term of the license, if the Employee's employment ceases or is terminated for any reason.

**Section 11.7. Physical Examination.** A physical examination shall be required of all bus drivers in accordance with the requirements of the State of Iowa, Department of Education. Each bus driver may select their own physician for purposes of such examination and the results of the examination shall be submitted to the Director of Transportation on a form prescribed by the Department of Education. The Board will reimburse the Employee for required physical examinations, but not in excess of \$60.00 per examination; provided the driver has furnished the Director of Transportation with an appropriate examination form signed by the examining physician.

Any driver with a communicable disease will be excused from the performance of service for such time as may be necessary to effect a cure. During such absence, accumulated sick leave shall be applied.

The Board will provide the one time three (3) shot series of Hepatitis A vaccinations free of charge to those Employees regularly assigned to special education routes.

**Section 11.8. Jury Duty.** Employees called for jury duty or for a court appearance under subpoena (excluding cases in which they or the Board is a party) shall be entitled to jury duty leave on the days on which they so serve or are required to appear and they shall receive, for each such day of jury service or subpoenaed appearance, the difference between their normal salary for that day and the compensation received by them for such jury service or court appearance. The Employee shall report for work immediately upon being released from jury duty.

Section 11.9. Safety Committee. The Board and the Union shall establish a Safety Committee consisting of representatives from management, the Union and other segments of the Transportation Department, which will meet approximately monthly to discuss matters of mutual concern.

Section 11.10. Savings Clause. Should any portion of this Agreement be rendered invalid by Legislative act or declared illegal or invalid by a court of competent jurisdiction, then such invalid or illegal provision shall be deleted from this Agreement, to the extent that it violates the law, and the remainder of the Agreement shall continue in full force and effect.

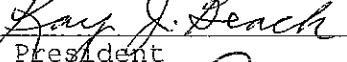
Section 11.11. Term of Agreement. This Agreement shall become effective as of July 1, 2011 and will continue in effect through June 30, 2012, and shall continue in full force and effect from year to year thereafter unless on or before October 1, 2011, or on or before October 1 of any year thereafter either party gives written notice by certified mail to the other party of its desire to modify or terminate this Agreement. Notice of either modification or termination shall have the effect of staying automatic renewal of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives, on the \_\_\_\_ day of \_\_\_\_\_, 2011, but effective July 1, 2011.

CHAUFFEURS, TEAMSTERS & HELPERS  
UNION NO. 238, affiliated with  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

BOARD OF EDUCATION, MARSHALLTOWN  
COMMUNITY SCHOOL DISTRICT IN THE  
COUNTY OF MARSHALL, STATE OF IOWA

By   
Secretary/Treasurer

By   
President

By   
Business Representative

By   
Chief Negotiator

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT  
317 COLUMBUS DRIVE  
MARSHALLTOWN, IOWA 50158

BUS DRIVER SALARY SCHEDULE  
2011-2012

| STEP       | SALARY/MONTH                  |
|------------|-------------------------------|
|            | <u>Effective July 1, 2011</u> |
| 0 - 5 yrs  | \$1,063.00                    |
| 6 - 10 yrs | 1,143.00                      |
| 11 + yrs   | 1,286.00                      |

In addition to the base pay, for those routes in excess of fifteen (15) miles in length, as measured by the morning route, the driver will receive \$3.50 per month for each mile that such established route exceeds fifteen (15) miles.

Activity rate of pay will be \$9.45 per hour effective July 1, 2011. Drivers who miss their regular route as a result of being on an activity trip will be paid \$22.00 per hour for the first hour of the activity trip.

The rate of pay for outbound activity trips that leave Marshalltown on a Sunday will be one and one-half times the regular activity rate of pay.

Additional special route schedules will be maintained in effect during the term of this Agreement as reflected on Exhibit B.

Even though earned over the nine month period during which school is in session (September-May) payment of base pay compensation will be spread equally over a twelve month period (October-September). All other forms of compensation will be paid as earned in accordance with the payment schedule in effect during the 2010-2011 contract year.

**EXHIBIT A**

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT  
317 COLUMBUS DRIVE  
MARSHALLTOWN, IOWA 50158

BUS DRIVERS SALARY SCHEDULE  
SPECIAL ROUTES - PER TRIP BASIS

2011-2012

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| MILES PER TRIP | RATE PER TRIP |
|----------------|---------------|
| 0 - 4          | \$5.35        |
| 5 - 9          | 5.45          |
| 10+            | 5.95          |

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EXHIBIT B

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT

GRIEVANCE REPORT

Copies of this form shall be distributed at the time answer is given to:

- 1. Teamsters, Chauffeurs & Helpers Union, Local No. 238
- 2. Employee
- 3. Supervisor
- 4. Business Manager

Building \_\_\_\_\_ Date \_\_\_\_\_

Grievant \_\_\_\_\_

\*\*\*\*\*

STEP 2 - SUPERVISOR

A. Date and time alleged violation \_\_\_\_\_

B. Date and time of verbal step \_\_\_\_\_

C. Clause(s) of contract alleged to be in question \_\_\_\_\_

D. Nature of Grievance \_\_\_\_\_

E. Remedy Requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant

\*\*\*\*\*

DISPOSITION OF STEP 2

Date Received \_\_\_\_\_

Answer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor Date

\*\*\*\*\*

STEP 3 - BUSINESS MANAGER

Signature of Grievant \_\_\_\_\_

Date Received by Business Manager \_\_\_\_\_

Answer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Business Manager of Designee Date

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STEP 4 - REQUEST FOR ARBITRATION

Signature of Grievant \_\_\_\_\_

Signature of Union Business Agent \_\_\_\_\_

Date \_\_\_\_\_