

## Appendix D

### APPLICABILITY

This appendix is applicable to all regular school bus drivers and regular school bus monitors and excludes substitutes.

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### **DEFINITIONS**

The term “route” refers to a combination of the morning and afternoon runs, where the bus picks up students from their home or a designated area near their home and drops them off at school, then returns them home or a designated area near their home in the afternoon. For some routes, this includes going through transfer.

The term “run” refers to students being picked up at home or at a designated area near their home and dropped off at school or where the students are picked up at school and dropped off at home or at a designated area near their home. A run may or may not go through transfer and is one half of a route.

The term “special education route” refers to a combination of the morning and afternoon runs, where the bus picks up students having special needs from their home or sitter and transports them to school and back then home or to the sitter from school.

The term “special education out-of-district runs” refers to where students having special needs are transported out of the Marshalltown District in order to accommodate those special needs.

The term “activity trip” or “shuttle” refers to any academic or extracurricular activity, sports or field trip where a student is not picked up and dropped off at home.

The term “activity trip shuttle” refers to any extracurricular activity, sports or field trip where students are shuttled back and forth to a school or event within the Marshalltown District.

The term “summer route” refers to a route which is performed between the last day of attendance for the spring semester and the first day of attendance for the following fall semester.

None of the foregoing definitions except “special education route” and special education out-of-district runs” are applicable to special education routes.

### **WORK DAY AND WORK WEEK**

#### **RATES OF PAY**

The rates of pay are listed at the end of this appendix in the Wages section.

#### **REQUIRED MEETINGS**

Required meetings shall be paid at the regular activity rate of pay per hour.

#### **LEARNING ROUTES**

Time spent learning routes shall be paid at the regular activity rate of pay per hour.

#### **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.

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### **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 \$6.50 for breakfast, \$7.00 for the noon meal, and \$11.50 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.

### **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 or TV station not later than 6:30 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 one (1) hour of pay at the then current activity rate of pay if the proposed trip was considered an in-town trip or will be guaranteed two (2) 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 one (1) hour or two (2) 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.

### **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 and bus monitors assigned to such routes will receive a \$0.50 per hour premium for such 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 who transport students restricted to

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wheelchairs shall receive an additional Two and No/100ths Dollars (\$2.00) per trip above the salary schedule.

### **MILLER RUN**

Effective July 1, 2010, and subject to the “Regular Routes and Summer Routes” section of this appendix, 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 the “Special Education Routes” section of this appendix. 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 the “Regular Routes and Summer Routes” section of this appendix.

### **METHOD OF PAYMENT**

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

## **LEAVES OF ABSENCE**

### **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 one hundred forty (140) days, from all sources. Employees on the District’s payroll as of July 1, 2017, with more than one hundred forty (140) days of accumulated sick leave shall have their maximum accrued sick leave capped at the employee’s then current level. For those employees the maximum accumulation of sick leave shall be reduced through usage until such time as the employee’s accumulated sick leave is equal to or less than one hundred forty (140) days. An employee’s combined current and unused sick leave accumulation shall never exceed the maximum sick leave accrual limit as specified above.
  
- (b) An employee who has accumulated at least 140 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 maximum number of donated sick leave days which an employee may receive under this program is 60 days.

### **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.

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Absence for this purpose shall be without loss of pay and shall not be charged against the employee's accrued days of sick leave.

### **MATERNITY LEAVE**

Paid sick leave benefits for maternity to the extent of the 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.

### **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, grandparents of the employee and his spouse, spouse's child by a former marriage and grandchildren of the employee and his spouse.

In the case of the death the spouse's brothers and sisters, 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.

### **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, one additional day will be paid in wages to the employee. Any accrued personal leave days thereafter will be added to the employee's accumulated sick leave days, provided that the total number of accrued sick leave days shall not exceed one hundred forty (140).

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. Except in the case of an emergency, no personal leaves shall be granted for: (i) the first ten (10) student contact days and the last ten (10) student contact days each school year; (ii) the day immediately

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preceding or the day immediately following a holiday; or (iii) for the day immediately preceding the commencement of vacation or the day immediately following the end of a vacation period.

### **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.

## **SENIORITY**

### **DEFINITION**

The term "Seniority" shall mean a regular employee's length of service since the last date of hire.

### **PROBATIONARY PERIOD**

All new employees shall serve a probationary period of ninety (90) calendar 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.

### **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

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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.

### **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.

### **SENIORITY LISTS**

The Board shall maintain the seniority list at all times. It is available upon request from any employee covered by this appendix.

## **BIDDING PROCEDURE**

### **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 for a regular route and one successful bid for a summer route during a contract 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.

### **ACTIVITY TRIP BIDDING PROCEDURE**

- (a) 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.
- (b) If the successful bidder of an activity trip is unable to fulfill his/her bid, the trip shall then be assigned, when possible, to the most senior driver who does not already have



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a trip assigned for that day who also bid on the trip so long as the reassignment of the trip does not interfere with any other work assigned to the second driver or put the second driver into an overtime situation.

### **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.
- (b) Subject to the previous paragraph (a) in this section, 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 sick leave or family illness leave.
- (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 appendix.
- (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.
- (f) The District recognizes the desirability of awarding activity trips to the most senior driver available. However, the District declares its desire to avoid the payment of overtime to such drivers in an effort to control costs, improve efficiency and to more equitably divide the opportunities for extra work amongst all employees. Therefore, in an effort to accomplish these goals, drivers will initially be limited to a total of four (4) trips, in any combination, so long as the initial award does not exceed two (2) out-of-town trips. If all trips are not assigned as a result of the first round of trip assignments, the remaining unawarded trips will be assigned to the most eligible senior driver who bid on the trip which results in the least amount of overtime for the District.
- (g) The award of activity trip bids will be posted not later than 2:00 p.m. on Friday or, if Friday is not a regular business day for the Department of Transportation office, then by 2:00 p.m. on the last day of the week which is a regular business day for the Department of Transportation office. Any grievance related to a claimed misapplication or mistake in connection with the assignment of activity trips must be initiated not later than 12:00 o'clock noon on Monday (or if Monday is not a regular work day, then by noon on the next regular work day) following the posting of the awarded activity trips. If it is determined that an error was made by the District in the assignment of the activity trip(s), then the grievant shall, at the District's discretion, be awarded either the trip or trips in question or a trip or trips of comparable

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monetary value, to be taken within 30 calendar days following initiation of the grievance.

### **HOLIDAY**

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.

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

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

### **MISCELLANEOUS**

#### **WAGE DEDUCTIONS**

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

#### **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.

#### **LICENSES**

Each driver shall maintain a valid Commercial Driver's License and bus driver's permit in accordance with state licenses pertaining to the size and type of school bus they are driving 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.

#### **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

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reimburse the employee for required physical examinations, but not in excess of \$120.00 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.

### **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.

### **SPECIAL PROVISIONS RELATING TO BUS MONITOR PERSONNEL**

Except as hereinafter set forth, the appendix shall apply to all regular school bus monitors:

- (a) The following sections of this appendix shall have no application to bus monitor personnel: Learning Routes, Overnight Trips, Extra Trips – Meal Allowance, Modified Work Day (sections 2, 3, and 4), Special Education Routes (except for the 50¢ per hour premium for special education routes), Miller Run, Bidding Procedure, Licenses, and Physical Examination.
- (b) The following provision shall be substituted for the “Bidding Procedure” sections of this appendix: "Bus Monitor Employees shall have no bidding rights and the Board reserves the right in its absolute discretion to assign appropriate work to such Employees on a daily basis, based upon the needs of the District."

## WAGES

All bus drivers and monitors shall be compensated on an hourly basis at the hourly rates as outlined below beginning in the 2022-2023 school year:

<b>Step</b>	<b>Years of Service</b>	<b>Driver Hourly Rate (including substitutes)</b>	<b>Driver Non-Hourly Rate, 70% (including substitutes)</b>	<b>Monitor Hourly Rate (including substitutes)</b>
<b>1</b>	<b>0</b>	\$21.75	\$15.23	\$11.39
<b>2</b>	<b>1</b>	\$22.22	\$15.55	\$11.55

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<b>3</b>	<b>2</b>	\$22.70	\$15.89	\$11.71
<b>4</b>	<b>3</b>	\$23.25	\$16.28	\$11.87
<b>5</b>	<b>4</b>	\$23.82	\$16.67	\$12.03
<b>6</b>	<b>5</b>	\$24.39	\$17.07	\$12.19
<b>7</b>	<b>6</b>	\$24.98	\$17.49	\$12.35
<b>8</b>	<b>7</b>	\$25.63	\$17.94	\$12.51
<b>9</b>	<b>8</b>	\$26.30	\$18.41	\$12.67
<b>10</b>	<b>9</b>	\$26.99	\$18.89	\$12.83
<b>11</b>	<b>10</b>	\$27.70	\$19.39	\$12.99

Employees hired during the 2022-2023 contract year will receive their first step increase during the 2023-2024 contract year if the Employee's hire date was prior to January 1, 2023.

Activity rate of pay will be \$15.00 per hour as of July 1, 2022. Drivers who miss their regular route as a result of being on an activity trip will be paid the employee's hourly rate according to their current year step placement per the Bus Driver Wages schedule for the first hour of the activity trip. Employees on Step 1 and Step 2 will be paid Step 3 hourly rate 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.

If an out-of-town trip is canceled after the driver arrives and pre-trips the vehicle, the driver will be compensated for two hours at Activity Pay.

If an in-town trip is canceled after the driver has arrived and pre-trips the vehicle, the driver will be compensated for one hour at Activity Pay.

At the end of the school year, the Director of Transportation will calculate how many days a substitute worked during the year. If they worked more than 50% of the school days, then the substitute will move up a step the following school year. If a substitute is hired on as a permanent staff member, they will start at their substitute step on the salary schedule.