

Appendix D

APPLICABILITY

This appendix is applicable to all regular school bus drivers and regular school bus monitors represented by the Chauffers, Teamsters, and Helpers, Local No. 238.

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WORK DAY AND WORK WEEK

RATES OF PAY

The rates of pay as set forth in the exhibits in the Master Contract shall be in effect for the term of the contract.

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.

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.

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 6:30 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 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

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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 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

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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 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.

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.

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.

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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 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.

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.

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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 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 furnish to the Union current seniority lists on or about October 1 and on or about February 1 of each contract year.

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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. The Union business representative shall be provided with copies of job postings for regular routes and summer routes.

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 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 or because such bidder

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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 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. The Director will notify the Union Steward, or designee, of such assignments.
- (f) The District and the Union recognize 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 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;

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- (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

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.

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.

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 this 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.

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.

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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 reimburse the employee for required physical examinations, but not in excess of \$100.00 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.

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.

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.

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- (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."