

MASTER CONTRACT

between

**MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
1002 SOUTH 3RD AVENUE
MARSHALLTOWN, IA 50158**

and

**CHAUFFERS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238
COVERING
SCHOOL BUS DRIVERS/MONITORS**

2020-2021

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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 units described in the PERB certification instruments (Case #3823 and Case #8574) issued by the PERB.

INCLUDED: All regular school bus drivers and regular school bus monitors 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.

(5) 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 most routes this includes going through transfer.

(6) The term "temporary route" refers to a combination of the morning and afternoon runs, where the bus picks up students from their home and drops them off at school after the regular school day

has started, then returns them home in the afternoon before the regular school day has ended. This route may be short term in nature.

(7) 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 might or might not go through transfer and is one half of a route.

(8) The term “shuttle” refers to a run that transports students back and forth between schools.

(9) 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 home or to the sitter from school.

(10) 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.

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

(12) 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.

(13) The terms “extended route or special route” refer to a situation where a bus has dropped off its primary group of students from its regular run then within 30 minutes after completing the regular run goes back out and picks up more students and takes them to a school before returning to the bus shop or after dropping off its primary group of students at a school then within 30 minutes after completing the regular run picks up students at that school and returns them home or picks up at a school within 30 minutes prior to starting their regular route and takes students home before starting their regular route.

(14) 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.

(15) None of the foregoing definitions except 1.2(9) and 1.2(10) are applicable to special education routes.

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 age, race, color, creed, sex, sexual orientation, gender identity, national origin, religion or disability of such applicant or employee, 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 **GRIEVANCE PROCEDURE**

Section 3.1. 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 3.2. (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 3.3. 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 IV **MISCELLANEOUS**

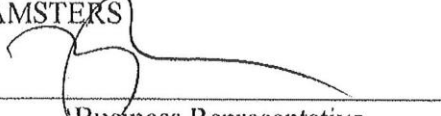
Section 4.1 Savings Clause. Should any portion of this Agreement be rendered invalid by Legislative act or declared illegal or invalid by a court of competent jurisdiction, then such invalid or illegal provision shall be deleted from this Agreement, to the extent that it violates the law, and the remainder of the Agreement shall continue in full force and effect.

Section 4.2. Term of Agreement. This Agreement shall become effective as of July 1, 2020 and will continue in effect through June 30, 2021, and shall continue in full force and effect from year to year thereafter unless on or before October 1, 2020, 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 6th day of April, 2020, but effective July 1, 2020.

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

By _____


Business Representative

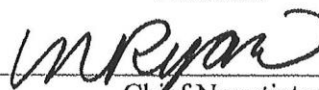
BOARD OF EDUCATION, MARSHALLTOWN
COMMUNITY SCHOOL DISTRICT IN THE
COUNTY OF MARSHALL, STATE OF IOWA

By _____



President

By _____



Chief Negotiator

EXHIBIT A
BUS DRIVER WAGES

All employees shall be compensated on an hourly basis at the hourly rates as outlined below beginning in the 2020-2021 school year.

Step	Years of Service	Annual Pay	Employee Hourly Rate
1	0	\$11,384.40	\$21.20
2	1	\$11,636.79	\$21.67
3	2	\$11,894.55	\$22.15
4	3	\$12,189.90	\$22.70
5	4	\$12,495.99	\$23.27
6	5	\$12,802.08	\$23.84
7	6	\$13,118.91	\$24.43
8	7	\$13,467.96	\$25.08
9	8	\$13,827.75	\$25.75
10	9	\$14,198.28	\$26.44
11	10	\$14,579.55	\$27.15

Employees hired during the 2020-2021 contract year will receive their first step increase during the 2021-2022 contract year if the Employee's hire date was prior to January 1, 2021.

Activity rate of pay will be \$12.50 per hour as of July 1, 2019. 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.

Even though earned over the nine month period during which school is in session payment of base pay compensation will be spread equally over a twelve month period. All other forms of compensation will be paid as earned in the month following the month in which the additional pay was earned.

EXHIBIT B
BUS MONITOR WAGES

Bus monitors will receive a starting rate of pay of \$10.14 per hour. Special education monitors will also receive an additional \$0.50 per hour pursuant to the “Special Education Route” section in Appendix D of the MCSD Employee Handbook.

EXHIBIT C
SPECIAL EDUCATION OUT-OF-TOWN AND
NON-BUS ROUTE SALARY SCHEDULE

Hourly Rate	Years of Service	70%
\$21.11	0	\$14.84
\$21.58	1	\$15.17
\$22.06	2	\$15.51
\$22.61	3	\$15.89
\$23.18	4	\$16.29
\$23.75	5	\$16.69
\$24.34	6	\$17.10
\$24.99	7	\$17.56
\$25.66	8	\$18.03
\$26.35	9	\$18.51
\$27.06	10	\$19.01

EXHIBIT D
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

STEP 4 - REQUEST FOR ARBITRATION

Signature of Grievant _____

Signature of Union Business Agent _____

Date _____