

MASTER CONTRACT

Between

**MAQUOKETA COMMUNITY
SCHOOL DISTRICT**

and the

MAQUOKETA BUS DRIVER ASSOCIATION

For the term

July 1, 2021

to

June 30, 2025

MASTER CONTRACT
BETWEEN
MAQUOKETA COMMUNITY SCHOOL DISTRICT
And the
MAQUOKETA BUS DRIVER ASSOCIATION
FOR THE TERM
July 1, 2021 to June 30, 2025

ARTICLE I
RECOGNITION & DEFINITION

1.1 - Recognition - The Employer recognizes the Maquoketa Bus Driver Association as the certified, exclusive sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's Certification in Case No. 102587, issued June 16, 2021. The unit described in the above certification is as follows:

INCLUDED: All Bus Drivers.

EXCLUDED: All substitute bus drivers and employees excluded by section 4 of the Act.

1.2 – Definition - The term "Employer" shall mean the Maquoketa Community School District or when specified hereinafter, its' Board of Education or other representatives or agents. The term "Employee" shall mean those employees specified and described in Section 1.1 above. The term "Union" shall mean the Maquoketa Bus Drivers Bargaining Unit, or when specified hereinafter, its duly authorized representatives or agents.

ARTICLE II

GRIEVANCE PROCEDURE

2.1 - Definition - A “grievance” is a claim by an employee or the Unit that there has been a violation, misapplication, or misinterpretation of any provisions of this Agreement.

2.2 - Grievant - A “grievant” is the person filing the grievance.

2.3 - Grievance Processing - It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption of the work activities of the grieving employee or of the staff.

2.4 - The grievant may be represented at all levels of the grievance procedure. The immediate supervisor and/or the Superintendent also have the right to representation at all levels of the grievance procedure.

2.5 - Procedure - Any grievance shall be processed in the following manner:

Level I. The grievant shall attempt to resolve the grievance informally, within 21 days of its occurrence, by informal discussion with the appropriate immediate supervisor. The immediate supervisor will reply orally to the grievant within 5 working days after the discussion of the grievance.

Level II. If, after discussion with the grievant’s immediate supervisor at Level I, the grievance is not settled and the grievant wishes to appeal the grievance to Level II, the grievant will reduce the grievance to writing and submit it to the appropriate supervisor within five (5) working days after receipt of the immediate supervisor’s oral or written answer. The written grievance shall contain a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought. The supervisor shall provide a written answer to the grievant within ten (10) working days after receipt of the written grievance.

Level III. If the grievance is not settled at Level II and the grievant wishes to appeal the grievance to Level III, the written grievance shall be submitted to the Superintendent or the Superintendent's designee within five (5) working days after receipt of the supervisor's written answer. The Superintendent or the Superintendent's designee will meet with the grievant and the Union representative, within ten (10) working days after receipt of the grievance. The Superintendent or the Superintendent's designee will provide a written answer to the grievant within five (5) working days of such meeting.

Level IV. Grievances not settled at Level III of the grievance procedure may be appealed to arbitration by the Union by written notice of the request for arbitration, submitted to the Superintendent or to the Superintendent's designee within ten (10) working days of receipt of the Superintendent's answer in Level III.

Within five (5) working days of receipt of such request, representatives of the Employer and the Union shall attempt to select a mutually acceptable arbitrator. Failing to do so, they shall within ten (10) days of such arbitration request, jointly request the Public Employment Relations Board to submit a list of seven (7) arbitrators. Within five (5) days after receipt of such list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the seventh remaining person shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the Arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator shall, within the scope of the arbitrator's authority, be final and binding upon the parties. Upon mutual agreement of the Employer and the Unit, grievances involving similar facts, issues and contract provisions shall be consolidated for hearing and determination. The Employer and the Unit will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

2.6 - The failure of any employee to appeal a grievance to the next level within the time limits specified above shall bar further appeal, provided, however, the failure of the Employer's specified representative to answer a grievance within applicable time limits shall constitute a denial and permit appeal to the next level, and provided further any such time limits may be extended by mutual agreement.

2.7 - All grievances at Level I, II, and III shall be presented, discussed, and processed on employees' non-working time.

ARTICLE III

HEALTH AND SAFETY

Employees are entitled to work in a safe environment. The employer agrees to furnish and maintain safe working conditions in all buildings, vehicles, tools, and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice.

ARTICLE IV

COMPENSATION / WAGES / INSURANCE

A contract will be issued indicating the hourly rate as outlined in the schedule below.

The hourly rate will be paid for all duties relative to doing the job:

- Arriving 15 minutes prior to route departure
- Driving am/pm route
- Shuttle Routes

- Maintaining a clean bus (in & out)
- Any assigned duties relative to drug testing
- Any and all meetings at the directive of Supervisor (currently very few)
- Bus Inspections

The employee will clock in and out when on task.

Time clock system will record actual hours worked and individuals will be paid for actual hours worked.

The individual will be entitled to 9 paid holidays at 4 hours per day.

Paid leave earned and taken will be four (4) hours per day ~~as done currently.~~

Hourly Route Rate Schedule: 2022-23

<u>Hourly Rate Schedule:</u>	.50
Year 1	\$20.20
Year 2-3	\$20.70
Year 4+	\$21.70
Activity Trips	\$13.60

Mid-day Special Education and Preschool Route: 2022-23

Mid-day Special Ed and Preschool:	\$.50
Hourly Rate	
Year 1	\$15.10
Year 2-3	\$16.10
Year 4+	\$16.60

4.1 - CONTRACT DAYS: The number of contract days for Bus Drivers in the Maquoketa School District is typically 180 days. Due to Parent-Teacher Conferences and staff In-Service, the actual number of attendance days may vary from year to year. The number of attendance days is determined each year by the Board of Directors when the Master Calendar is approved.

4.2 - PAY PERIODS: Hourly personnel will receive paychecks twice monthly on days designated by the Board of Education.

4.3 - OVER TIME: All personnel will receive time and one-half for time worked over 40 hours in one week.

4.4 - REQUIRED PHYSICALS: A payment of \$160.00 will be made toward the cost of a physical examination when required. (Bus drivers are required to get a Department of Transportation physical every two years.) If a driver is required to get a physical every year, a maximum of \$80.00 per year will be reimbursed by the district.

4.5 - PAID HOLIDAYS: Labor Day; Thanksgiving Day; Friday After Thanksgiving; Christmas Day; New Years Day; Good Friday; Easter Monday (if not used as a school day); Presidents Day; Memorial Day.

Holiday Pay: Drivers will be paid 4 hours per day at their current hourly rate.

4.6 - LONGEVITY STIPEND: Drivers in year 5 or greater will receive a longevity stipend of \$250.00 payable on the October 1st payroll of each year.

ARTICLE V

LEAVES / ABSENCES

5.1 - SICK LEAVE: All bus drivers will be eligible for 15 regular work days (4 hours) of sick leave per year accumulative to a maximum of **150 days**. At the beginning of each school year, sick leave will be converted to hours according to each individual's daily hourly status.

5.2 - FAMILY ILLNESS LEAVE: Employees may use their sick leave for family illness. Such leave shall be deducted from personal sick leave. Family illness leave is intended for the care of the employee's children, spouse, parents (in-laws), grandparents (in-laws), or household members.

5.3 - FUNERAL LEAVE: Funeral leave of five (**5**) days, non-cumulative, shall be granted to personnel in case of the death of a member of one's immediate family or immediate household, and one (**1**) day's absence shall be granted in the case of death of other relatives or close friends, this one day may be split into two half days if desired. Immediate family is defined as spouse, child, brother or sister, step-relatives, parents, son- or daughter-in-law, parent-in-law, sister- or brother-in-law, maternal and paternal grandparents, or grandchildren, and any other member of the immediate household.

5.4 - PERSONAL LEAVE: Three (3) days of non-cumulative leave will be provided annually for personal leave. It is understood and agreed that the purpose of the personal leave is to permit an employee to attend to business, which can only be accomplished during normal working hours. Personal leave will not be granted immediately before or after vacation or holiday periods or during the first 5 or the last ten student days, except in the case of emergency. Requests for personal leave provided by the school district should be submitted to the immediate supervisor at least three days in advance of the day of the leave.

5.5 - GOOD CAUSE - WITHOUT PAY

Other extended leaves of absence without pay shall be granted in writing by the Superintendent for good reason.

5.6 - EXTENDED LEAVES OF ABSENCE: Drivers may apply for up to one year of Unpaid Good Cause Leave, which may be granted in writing by the Superintendent of Schools. Leave is non-paid leave. Employees who are granted extended good cause leave will maintain the seniority they have accrued up to the time of the approved leave.

5.7 - JURY DUTY: In the case of an employee being called to serve on jury duty, a written request shall be submitted to the supervisor with sufficient notice. In order that no employee shall suffer financial loss because of such absence, the difference between the normal salary and the compensation received for jury duty shall be paid.

ARTICLE VI

OTHER JOB REQUIREMENTS

6.1 - CPR TRAINING: Bus drivers are encouraged to take the CPR training offered by the Board at no cost to the employees.

6.2 - NOTIFICATIONS OF CANCELLATION: In case of bad weather, it will be the responsibility of the driver to call the bus barn and to adjust the schedule to run regular route. An attempt will be made to notify bus drivers as early as possible on days when if school is to be called off or delayed due to weather.

A minimum of two hours shall be paid in the event a weather notification is made after 6:00 am.

6.3- RESIGNATION / RETIREMENT: Bus drivers will give a 30 Day notice when resigning or retiring. Exceptions to the required notification can be made with approval from the Transportation Director and Superintendent.

ARTICLE VII

EXTRA CURRICULAR ACTIVITY TRIPS

7.1 - MINIMUM COMPENSATION:

If the scheduled departure time for an activity trip is moved back and the driver is not notified of the delay prior to reporting for duty, the driver will receive pay from the original departure time.

A minimum of two hours shall be paid in the event a trip is canceled and the driver is not notified prior to reporting for duty.

7.2 - ACTIVITY TRIP ASSIGNMENTS: The Transportation Director shall be responsible for the assignment of drivers to activity trips. The Director shall be allowed the discretion of making assignments in a fair and equitable manner. When possible, preference will be given to regular route drivers. Except in cases of an emergency, trading of trips among drivers must receive prior approval from the Transportation Director. A good faith effort will be made to post activity schedules when made available from the Activity Director. All trips scheduled for the following week will be posted the Friday before. Any trips coming in during the week will be assigned upon receipt.

7.3 - SUBSTITUTE DRIVER PAY:

It is the responsibility of the School District to pay for substitute drivers if a regular route is missed due to a driver taking an activity trip.

7.4 - OVERNIGHT TRIPS: On overnight trips, drivers will be paid for actual hours driving and waiting (on the bus) or 10 hours maximum, whichever is greater.

For safety reasons, on overnight trips, individual rooms will be provided for drivers unless prior arrangements are made.

7.5 - CANCELLATIONS DUE TO WEATHER: In the event of inclement weather, the decision to go on a trip will be made by the Transportation Director, Activity Director, Principal or Superintendent. If these individuals cannot be reached, the decision will be made by the activity driver. In all cases, student safety will be the primary consideration when reaching a decision.

7.6 - AFTER SCHOOL PRACTICE SHUTTLE: After-school practice trips will be paid at the activity rate with an established 1-hour minimum.

ARTICLE VIII

COMPLIANCE AND DURATION

8.1 - Complete Agreement - This Agreement constitutes the entire agreement between the parties hereto and any modifications of this Agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement.


The district shall provide each employee with a copy of the master contract. The Unit shall be given ten (10) additional copies.

8.2 - Duration - This Agreement shall be effective from **July 1, 2021**, and continue in full force and effect until **June 30, 2025**, provided, however, that this Agreement shall continue in effect for like periods thereafter unless either party gives the other party written notice of its desire to terminate or modify this Agreement. **Each year there will be an annual wage re-opener and each party shall have the option to re-open one additional item per year.**

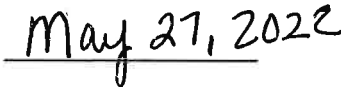
8.3 – Separability – If any provisions of this agreement are determined to be contrary to law, then such provisions shall not be valid and subsisting, but all other provisions of this agreement shall remain in full force and effect.

In witness, thereof the parties have caused this Agreement to be signed.

MAQUOKETA COMMUNITY SCHOOL DISTRICT



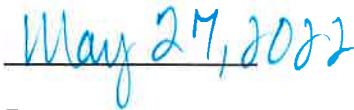
Michael Hayward, Board President



Date

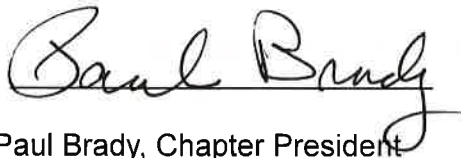


Chris Hoover, Supt. (spokesperson)

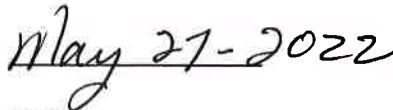


Date

MAQUOKETA Bus Drivers BARGAINING UNIT



Paul Brady, Chapter President



Date