AGREEMENT

Between the

SCHOOL BUS DRIVERS AND BUS ATTENDANTS

Represented by International Brotherhood Of Teamsters Local #120



DUBUQUE COMMUNITY SCHOOL DISTRICT TRANSPORTATION DEPARTMENT

July 1, 2019 through June 30, 2021

ARTICLE 1 - PREAMBLE

This Agreement is entered into and made by the parties to set forth the negotiated understandings of the parties.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Union, an affiliate of the International Brotherhood of Teamsters, as the certified exclusive and sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's Certification in Case No. 299, issued October 10, 1975 and as amended by Case Nos. 898, 1204, 1678 and 1801. The term school bus driver and school bus attendant, as referred to in this Agreement (hereinafter referred to as a Bus Driver and a Bus Attendant), shall mean employees covered by the terms of this Agreement and who are employed by the District; but excluding the Garage Superintendent, the Transportation Manager, the Assistant Transportation Manager, Operations Supervisor, Dispatcher, and those persons excluded by Section 4 of the Public Employment Relations Act (Section 20.4, Code of Iowa 1975).

2.2 <u>Definitions</u> - When used in this Agreement, the following terms shall have the following meanings:

a. The term "Employer" shall mean the Dubuque Community School District, or when specified hereinafter, its Board of Education or other representatives or agents.

b. The term "Union" shall mean the Teamsters Local Union #120 or its duly authorized representatives or agents.

ARTICLE 3 - UNION REPRESENTATIVES, ACCESS TO EMPLOYEES, AND NOTICES

3.1 <u>Union Representatives</u> - The Employer shall recognize as Union Stewards or Union Committeepersons representing the Union only those employees officially designated as such, in writing, by the Union. The Union shall provide a written list of the names of the Union Stewards, together with such reasonable evidence of designation as the Employer may request, immediately after each such designation or change of such designation by the Union.

3.2 <u>Access to Employees</u> - Representatives of the Union who are not employees of the Employer shall have access to employees on employees' non-working time to investigate grievances and to conduct other lawful Union business relating to this Agreement, provided that such access shall not interfere with or interrupt the normal operations of the school system. Advance notice of intended access to employees on the property of the Employer shall be given to the employee's immediate supervisor.

3.3 <u>Union Notices</u> - The Union shall have the right to post notices of Union meetings, its elections and the results thereof, and its social and educational activities, and other such notices as may be mutually agreed upon between the Union and the Employer's Transportation Manager. Posting of notices, advertisements or information of any kind may only be posted on the designated bulletin board.

The Union agrees to hold the Employer and any of its agents and representatives harmless against any claims or liability and all costs, including but not limited to Court costs and attorney's fees, arising out of the operation of this provision.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.1 The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances, without interference with the operations of the school system. The Employer and the Union agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

4.2 <u>Definitions</u> - When used in this Article, the following terms shall have the following meanings:

a. The term "grievance" shall mean a claim by an aggrieved employee that there has been a violation of a specific provision of this Agreement.

b. The term "Union Steward" shall mean an employee representing the Union while employed by the Employer and who is designated in writing by the Union as such and which writing has been provided to the Employer under Article 3.1 of this Agreement.

c. The term "calendar days" shall mean consecutive calendar days.

d. The term "Transportation Manager" shall mean the supervisor in charge of the Employer's transportation department.

4.3 Any grievance shall be processed in the following manner and sequence:

STEP 1 - The aggrieved employee shall attempt to resolve the grievance informally, within seven (7) calendar days of this occurrence, by informal discussion with the Transportation Manager/or designee within seven (7) calendar days of the occurrence. One Union Steward may be present at such informal discussion if the employee so desires. The immediate supervisor shall reply orally or in writing to the aggrieved employee within seven (7) calendar days after discussion of the grievance

STEP 2 - If, after discussion with the Transportation Manager/or designee in STEP 1, the grievance is not resolved and the aggrieved employee wishes to appeal the grievance to STEP 2, the employee shall reduce the grievance to writing (on the Grievance Report Form attached to this Agreement as Schedule A) and submit the form to the Transportation Manager. The written grievance report form shall be filed within seven (7) calendar days after receipt of the immediate supervisor's oral or written reply at STEP 1. 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 specific provision or provisions of this Agreement involved, and the relief sought. The Chief Human Resources Officer shall meet with the employee and/or, if the employee so requests, one Union Steward, or the Union Business Agent, within seven (7) calendar days after receipt of the grievance by the Transportation Manager. The Chief Human Resources Officer shall provide a written answer, on the Grievance Report Form, to the employee, with a copy to the Union, within seven (7) calendar days after such meeting. The employee shall acknowledge receipt of a copy of the

written answer of the Chief Human Resources Officer by the employee's signature on the Grievance Report Form.

STEP 3 - If the grievance is not resolved by Step 2 of the grievance procedure may be appealed by the Union by written notice to proceed to Step 3 of the procedure and submit the grievance to the Superintendent of designee within ten (10) calendar days of the receipt of the Step 2 response. The aggrieved employee and the Union Business Agent shall meet with the Superintendent within ten (10) calendar days of the receipt of the receipt of the request to move the grievance to Step 3. The Superintendent shall provide a written response to the Union within ten (10) calendar days of the meeting.

STEP 4 - Within seven (7) calendar days of receipt of the response in Step 3, the Union may move the matter to Arbitration and submit a request to the Public Employment Relations Board (PERB) a list of five (5) Arbitrators. Within five (5) days after receipt of such list, the designated representatives of the Employer and the Union shall meet and shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list until four (4) names have been struck. The fifth (5th) and remaining person shall act as 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 or power to add to, subtract from or modify or amend any term of this Agreement. The arbitrator shall have no authority or power to substitute his/her 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 his/her authority, be final and binding upon the parties.

The Employer and the Union will share equally any joint costs of the arbitration procedure, such as arbitrator list, 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.

4.4 The failure of an employee or the Union or its representatives to properly initiate or appeal a grievance to the next step within the time limits specified above shall bar initiation or further appeal. The failure of an administrator designated herein to reply to or answer a grievance within the time limits specified above shall permit the aggrieved employee, or, where applicable, the Union, to proceed to process the grievance to the next step. The time limits specified above may be extended by mutual agreement.

4.5 All grievances at STEPS 2 and 3 shall be presented, discussed, and processed on the employee's non-working time. Any grievance at STEP 1 may be discussed by the employee and his/her immediate supervisor during the employee's working time, so long as such meeting and discussion do not interfere with the job, duties and assignments of the employee and, where applicable, the Union Steward, and do not interrupt the normal operations of the school system.

ARTICLE 5 – SENIORITY and PROBATION

5.1 <u>Seniority</u> - For purposes of this Agreement, "seniority" is defined as continuous length of employment from most recent date of hire. During the first week of school each year the Employer shall post a list for employees to sign if interested in the positions of road checker, bus driver trainer, safety patrol and beginning of the school year ride along, to be used in the event of an opening or newly created position in one or more the above listed positions. Seniority shall be considered by the

Transportation Director in the selection of bus driver/attendant trainer and safety patrol. The position of school year ride along shall be selected based on seniority from the assignment list. The District agrees that there shall be two (2) attendants on the safety patrol.

5.2 For the purposes of this Agreement, all routes, trips and shuttles should be offered by seniority to bargaining unit employees unless otherwise specified in this Agreement. Classification seniority is defined in the following manner:

Classification 1 - Bus Drivers with combination AM and PM routes

a. Bus Drivers' continuous length of employment from their most recent date of hire in this classification or from the date of the employee's transfer to this classification.

b. Bus Drivers must be available to work both AM and PM combination routes five (5) days per week.

c. Drivers not having bid a noon route but having bid an AM/PM combination route are eligible to substitute noon route vacancies on a daily basis by seniority.

Classification 2 - Bus Drivers with PM only route

a. Bus Drivers' continuous length of employment from their most recent date of hire in this classification or from the date of the employee's transfer to this classification.

b. Bus Drivers must be available to work their PM only route five (5) days per week.

Classification 3 - Relief Bus Drivers

a. Relief drivers will be utilized only when all other Bus Drivers are already assigned.

b. Relief drivers may be available only for certain times of the year and need not be available every day of the week.

c. Relief drivers accumulate no seniority and receive no benefits while employed as a relief driver.

Classification 4 - Bus Attendants with combination AM and PM routes

a. Bus Attendants' continuous length of employment from their most recent date of hire in this classification or from the date of the employee's transfer to this classification.

b. Bus Attendants must be available to work both AM or PM combination routes five (5) days per week.

c. Bus Attendants not having bid a noon route but having bid an AM/PM combination route are eligible to substitute noon route vacancies on a daily basis by seniority. Bus Attendants not wishing to bid noon routes may sign a form removing their names from the eligibility list for the entire school year. New or permanent noon routes would not be covered by this section of the contract.

Classification 5 - Bus Attendants with AM or PM only routes

a. Bus Attendants' continuous length of employment from their most recent date of hire in this classification or from the date of the employee's transfer to this classification.

b. Bus Attendants must be available to work their AM or PM only route five (5) days per week.

Classification 6 - Relief Bus Attendants

a. Relief attendants will be utilized only when all other Bus Attendants are already assigned.

b. Relief attendants may be available only for certain times of the year and need not be available every day of the week.

c. Relief attendants accumulate no seniority and receive no benefits while employed as a relief attendant.

5.3 Other Conditions

a. A Bus Driver may request a temporary change of classification between Classifications I and II for up to one (1) calendar year. This request must be in writing and submitted to the Superintendent or designee and shall state the reason (which is consistent with FMLA criteria) for such temporary request. If the request is approved, the change in the person's seniority status will not occur but will require a change in benefits that coincide with the reduced benefits of the new classification.

b. A Bus Attendant may request a temporary change of classification between Classifications IV and V for up to one (1) calendar year. This request must be in writing and submitted to the Superintendent or designee and shall state the reason (which is consistent with FMLA criteria) for such temporary request. If the request is approved, the change in the person's seniority status will not occur but will require a change in benefits that coincide with the reduced benefits of the new classification.

c. Seniority will be broken by an employee's resignation or termination.

d. A permanent transfer between job classifications will result in a new classification seniority date. (temporary transfers due to medical issues are not considered permanent transfers)

e. If two or more employees are employed by the Employer within any of the above classifications on the same date, then seniority of such employees within such classifications shall be determined by alphabetical order according to the last names of such employees. If the last names of any such employees are identical, then seniority shall be determined alphabetically by the first names of such employees.

5.4 <u>Probation</u> - All new Bus Drivers shall have the status of probationary employees for sixty (60) working days. Probationary days for school bus drivers will begin to accumulate after

drivers have completed all required training and have been approved by the Transportation Manager or designee to drive independent of direct supervision. All new Bus Attendants shall have the status of probationary employee for sixty (60) working days from the first day on the job. Any employee retained by the Employer after completion of the probationary period shall obtain regular employee status and shall have seniority within the above job classifications retroactive to the date of hire by the Employer.

5.5 Bid Rotation - Each year the Transportation Department shall conduct their annual bid as outlined in Article 6 and Article 9 of this Agreement. It is agreed that each year the bidding by Bus Drivers and Attendants will rotate from the Drivers first one year and the Attendants first the next year. The Transportation Department shall keep record of such rotation. Each year the Transportation Department will inform the group who is bidding second and what driver or attendant is bid on all posted bid routes prior to the employees picking their routes. The rotation shall begin with the attendants bidding first for the school year 2019/2020.

ARTICLE 6 - WAGES

6.1 Per Schedule B

6.2 <u>**Probationary Employee Rate**</u> - All part time Department employees on probationary status shall be paid at the base wage. They will continue to be considered "probationary" for 60 days.

6.3 <u>Overtime</u> - Any employee required by the Employer to work in excess of forty (40) hours in one calendar week shall be paid time and one half $(1\frac{1}{2})$ such employee's regular wage rate for each hour and portion thereof worked in excess of forty (40) hours.

6.4 <u>**Pay for Meetings**</u> - Employees, on non-working time, may be required to attend meetings, including but not limited to inspections, training or in-service. Employees may also attend non-mandatory meetings called by the Transportation Manager or may attend other meetings, sponsored by outside agencies or individuals, with the approval of the Transportation Manager. Employees shall receive their regular hourly pay for attendance at mandatory or optional meetings, if approved by the Transportation Manager.

6.5 <u>Layover Pay</u> - Any Bus Driver on an authorized field or activity trip for the Employer with a destination outside the geographical boundaries of the Dubuque Community School District shall receive the following pay rate as layover pay in lieu of such Employee's regular compensation, for each hour and portion thereof spent on layover time on each such trip. Effective July 1, 2014 the rate shall be \$11.00.

"Layover Time" for purposes of this provision is defined as any time during such trip the Bus Driver is not required to drive the bus or stay with the bus by Employer's request.

6.6 <u>Pay For Work On Holidays</u> - Any Employee who is entitled to a paid holiday under this Agreement and who is required by the Employer to work on any such holiday shall receive time and one half $(1\frac{1}{2})$ such employee's regular wage rate for each hour and portion thereof.

6.7 <u>Compensation for Training Service</u> – Bus Drivers selected by the Employer to supervise probationary Bus Drivers on scheduled school days will be paid a stipend. The stipend will be paid on a semester basis determined by the Employer.

6.8 <u>Other Pay</u> - Bus Drivers required by the District to fill in as Bus Attendants will be compensated at their regular rate of pay for hours worked as Attendants.

Bus Drivers applying for a Bus Attendant opening may be issued a Bus Attendant contract and will be paid at the hourly rate of a Bus Attendant.

6.9 Longevity

The Employer shall pay Bus Driver and Bus Attendant employees who have completed the number of consecutive contract years of service with the Employer specified below, the following longevity payments.

Completion of Consecutive Number of Years of Service with the Employer by the end Of August of each Year	Additional Compensation Per Hour	
5 years	\$0.15	
10 years	\$0.20	
15 years	\$0.25	
20 years	\$0.30	
25 years	\$0.35	

ARTICLE 7 - HOLIDAYS

7.1 The Employer shall pay Bus Drivers and Bus Attendants working five (5) days per week, nine (9) months per year and who have been employed as such for more than twenty-two (22) working days the following holidays:

Thanksgiving Day Day After Thanksgiving Christmas Eve Day Christmas Day New Year's Eve Day New Year's Day Good Friday

7.2 To be eligible for holiday pay, employees must have worked the full workday immediately preceding and following the holiday. Employees qualifying for paid bereavement or sick leave for the full workday immediately preceding and following the holiday, shall be entitled to holiday pay.

ARTICLE 8 - PHYSICAL EXAMINATIONS

8.1 Bus Drivers and Bus Attendants shall be required to submit to all physical examinations required by the Employer or by the law.

a. The DOT physical examination for Bus Drivers shall be performed by the physician chosen by the Employer. The cost of the DOT physical will be paid in full by the Employer directly to the physician.

ARTICLE 9 - LEAVES

9.1 Sick Leave

a. The Employer shall grant Bus Drivers and Bus Attendants working five (5) days per week, nine (9) months per year, sick leave for personal illness or injury according to the following schedule:

- (1) 10 Days the First year of employment
- (2) 11 Days the Second year of employment
- (3) 12 Days the Third year of employment
- (4) 13 Days the Fourth year of employment
- (5) 14 Days the Fifth year of employment
- (6) 15 Days the Sixth year and subsequent years of employment

Unused sick leave may be accumulated by Bus Drivers and Bus Attendants up to a maximum of 155 credit days.

b. The average number of hours per day worked by an employee as determined by the Transportation Department at the approximate beginning of each school year shall constitute one day of sick leave for purposes of this Article. Sick leave averages per day will not be changed unless an employee switches job assignments or bid positions are added to or deleted from with an effect of changing routes by more than 30 minutes per route.

c. Sick leave must be utilized by employees in not less than one hour increments.

d. Bus Drivers and Bus Attendants assigned routes during a scheduled summer school session shall be allowed use of accumulated sick leave benefits. There shall be no accumulation of additional benefits as a result of working a summer school session.

e. Any employee will be required to present medical evidence of sickness or injury for sick leave of three (3) consecutive workdays or more or in cases where the Administration suspects an abuse of sick leave.

f. An employee who has exhausted all accumulated sick leave and is unable to work due to personal illness or disability must make application for an extended leave of absence without pay for the duration of such illness or disability. The application for extended leave of absence must be directed to the Chief Human Resources Officer and submitted along with medical verification provided by a licensed physician. Medical verification must include an anticipated or estimated return to work date for the Employee. If an agreed upon date of return is established at the time that the leave is granted, the leave of absence shall be without loss of accrued employment benefits that were earned prior to the leave of absence. However, an employee who is on extended sick leave or workers' compensation leave for more than three hundred sixty-five (365) consecutive calendar days shall lose their bid route. Upon returning to work, the employee will be a substitute employee in their particular job classification and shall have a seniority right to bid on other routes as posted by

the Department. There will be no accrual of benefits for the duration of the approved leave of absence due to sickness disability.

g. <u>Family Illness Leave</u> – In the event of serious illness or injury of an employee's spouse, child, parents, grandchildren, grand-parent, brother, sister, step-mother/father, and step-child/grandchild, an employee may be granted Family Illness Leave charged against accumulated sick leave. Employees will be entitled to five (5) days with said day(s) non-accumulative from one contract year to the next contract year. Family Illness Leave cannot be used in less than one hour increments and in cases where the Administration suspects an abuse of Family Illness Leave, the Administration may require medical evidence of such illness or injury at the employee's expense.

9.2 Bereavement Leave

a. The Employer will grant up to five (5) days leave of absence, with pay, in the event of the death of the employee's spouse, child and step-child. The Employer will grant up to four (4) days leave of absence, with pay in the event of the death of the employee's parents, brother, sister, mother/father-in-law, daughter/son-in-law or grandparent.

b. The Employer will grant up to two (2) days leave of absence, with pay, in the event of death of a foster child or grandchild.

c. Employees will be granted up to one (1) working day leave of absence with pay in the event of death of a friend or relative outside the employee's immediate family as defined but with bonds so close that good taste demands attendance at the funeral.

9.3 Leave for Jury and Witness Duty

a. An employee required to perform jury duty or to appear and testify in any judicial proceeding during the employee's working time shall be granted leave for such purposes and shall receive the difference between the employee's normal compensation and the compensation received for such duty. Employees shall return to work for the remainder of their workday if they are dismissed or released from judicial proceedings, which occur in Dubuque County or a county seat within a 50 mile radius of Dubuque County or a county seat within a 50 mile radius of Dubuque County or a county seat within a 50 mile radius of Dubuque County or a county seat within a 50 mile radius of Dubuque County or a county seat within a 50 mile radius of Dubuque County or a county seat within a 50 mile radius of Dubuque County or a county seat within a 50 mile radius of Dubuque County or a county seat within a 50 mile radius of Dubuque County or a county seat within a 50 mile radius of Dubuque County or a county seat within a 50 mile radius of Dubuque County or a county seat within a 50 mile radius of Dubuque County or a county seat within a 50 mile radius of Dubuque county or a county seat within a 50 mile radius of Dubuque county or a county seat within a 50 mile radius of Dubuque, at least two (2) hours prior to the start of their next scheduled route start time. The employee shall provide to the employer a copy of the court document notifying the said employee of the requirement to report for jury duty or a copy of a subpoena if required to appear and testify in any judicial proceeding and verification of release time.

b. Bus Drivers initiating court action relative to the violation of a state bussing law and appearing in court for the prosecution of the violation on a non-working day shall be compensated for a minimum of two hours of regular pay. Any employee who is absent from work by reason of attendance at any court or administrative proceeding in which the employee is a litigant or party, or an officer, director, agent, or representative of a litigant or party shall receive no compensation from the Employer for such absence.

c. An Employee serving on a federal jury for an extended period of time (defined as four (4) months or more) may request that the School District pay the employee his/her normal compensation. The Employee would in turn reimburse the District for compensation received for serving an extended term in the federal court system.

9.4 <u>Other Temporary Leave</u> - Other temporary leaves of absence of five (5) days or more must be requested in writing and submitted to the Superintendent or designee. Such leaves may be granted at the discretion of the employer with or without pay.

9.5 a. <u>Personal Leave</u> - Each eligible Bus Driver and Bus Attendant will be allowed two (2) days with pay without accumulation, each school year for personal purposes. Personal Leave will be granted upon two (2) days written notice to the employee's immediate supervisor and approved by the Superintendent or designee. The exception to the two (2) day notice will be in the event of a cancellation of a school day. In the event of a cancelled school day, an employee may make a written request on the following work day to the Transportation Manager or designee that they wish to use a personal day for the cancelled day. In the event that an employee has a pre-scheduled personal day scheduled and that school day is cancelled, the employee will be allowed to rescind their pre-approved personal day in writing to the Transportation Manager or designee. Only two (2) Bus Drivers and one (1) Bus Attendant will be granted personal leave on any day school is in session. The two (2) day advance notice requirement and two (2) Bus Drivers and one (1) Bus Attendant per day maximum may be waived for personal leave shall be utilized in not less than half (1/2) day increments, and must be used prior to the granting of any unpaid leave.

b. Unpaid Leave – Each eligible Bus Driver and Bus Attendant will be allowed to request Unpaid Leave. Unpaid Leave will be granted upon two (2) days written notice to the Transportation Manager or designee and approved by the Superintendent or designee. Requests for five (5) consecutive days of unpaid leave will require two (2) weeks advance request. Once a request is made as stated above, the District shall grant or deny such request. In the event the request is denied, the Transportation Manager or designee will inform the employee of why such request was denied. Once a request has been approved, the employee shall be guaranteed the unpaid leave. The advance notice requirement may be waived for such leave requests judged as emergency situations by the Transportation Manager or designee with approval of the Superintendent or designee. Unpaid Leave shall be utilized in not less than half (1/2) day increments and may only be granted after all paid Personal Leave has been used.

c. Any Bus Driver or Bus Attendant who chooses not to use one or both personal days during the school year, will be automatically paid for the unused time. This pay will be added to the employee's last check of the school year. (Must have a minimum of one (1) hour of accumulated personal time.)

9.6 <u>Union Leave -</u> Officers and representatives of the Teamsters Union may be granted a total of six (6) working days (without accumulation) leave, with pay, each school year for official Union business upon five (5) days advance written notice to the Superintendent or designee. When a substitute is hired to replace an employee using such leave, the Union will pay to the District the cost up to the hourly rate paid the employee on leave.

ARTICLE 10 – PUBLIC EMPLOYER RIGHTS

10.1 See Section 20.7 of the Code of Iowa or the Iowa Public Employment Relations Act.

ARTICLE 11 - COMPLIANCE CLAUSES AND DURATION

11.1 <u>Individual Contracts</u> - Any individual contract of employment between the Employer and an employee covered by this Agreement shall not be inconsistent with the terms of this

Agreement, and if any such individual contract is inconsistent with the terms of this Agreement, this Agreement, during its duration, shall control.

11.2 <u>Separability</u> - If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

11.3 <u>Printing Agreement</u> - Copies of this Agreement shall be provided upon request. New employees shall receive a copy of the Agreement upon receipt of a contract or letter of appointment.

11.4 <u>Notices</u> - Whenever any notice is required to be given to either the Employer or the Union under this Agreement, either party may do so by email or letter at the following designated addresses:

The Employer:	2300 Chaney Road
	Dubuque, IA 52001
The Union:	195 East 14 th Street
	Dubuque, IA 52001

11.5 <u>Complete Agreement</u> - This Agreement supersedes and cancels all previous agreements and practices between the Employer and the Union unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

11.6 <u>Duration</u> - This Agreement shall be effective from July 1, 2019 and shall continue in full force and effective until June 30, 2021 provided, however, that this Agreement shall continue in effect for like periods thereafter unless either party gives the other party written notice no later than November 1st prior to such expiration date or expiration date of any renewal there of its desire to terminate or modify this Agreement. The parties further agree that Article 10 Wages, Article 13 Leaves and Articles 6, 7, 8 & 9 Bidding, shall be open for renegotiations for the 2020-2021 contract year.

TEAMSTERS LOCAL UNION# 120

DUBUQUE COMMUNITY SCHOOL DISTRICT

Vice President/Business Agent

President, Board of Education

Superintendent

Date

Date

SCHEDULE A <u>GRIEVANCE REPORT FORM</u>

Dub	uque Community School District	— Distribution of Form	Date Filed
	sportation Department	1. Union (Teamsters L 2. Employee	
Nam	e of Aggrieved Employee	3. Appropriate Supervision 4. Superintendent/Destruction	
А.	STEP Date Violation Occurred		
B.	Section(s) of Contract Violated		
C.	Statement of Grievance*		
D.	Relief Sought*		
	Signature of Aggrieved Employee	Date	
Е.	Disposition of Transportation Manager*		
	Signature of Transportation Manager	Date	
F.	Receipt of Step II Disposition		
	Signature of Aggrieved Employee	Date	

#_____

SCHEDULE A (page 2)

STEP III

A					
A Signature of Aggrieved Employee		Date received by Chief Finance Office			
B. Disposition by Chief Finance Officer or Designee*					
Singertaur of Chief Einen	Ofference Decision	D.t.			
Signature of Chief Finance	Officer or Designee	Date			
C. Receipt of Step III Disp	position				
Signature of Aggrie	ved Employee	Date			
	STEP	IV			
	REQUEST FOR A	RBITRATION			
A					
Signature of Busine Teamsters Local U1					
D					
B	uperintendent or Designe				

SCHEDULE B

TRANSPORTATION DEPARTMENT PERSONNEL DUBUQUE COMMUNITY SCHOOL DISTRICT HOURLY SALARY RATES

Job Classification	2019/2020	2020/2021
Bus Driver	\$18.84	\$19.27
Bus Attendant	\$15.49	\$15.82