

AGREEMENT

Between the

International Brotherhood of Teamsters,
Local Union #120



and

Dubuque Community School District
Truck Drivers & Garage Employees

July 1, 2018
to
June 30, 2022

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 "employee," when used in this Agreement and as specified in such certification shall mean all regular full-time truck drivers (sometimes referred to hereinafter as "Truck Drivers"), and automotive mechanics (sometimes referred to hereinafter as "Mechanics" of the Employer); but excluding the Garage Superintendent, Transportation Manager, Assistant Transportation Manager, Operations Supervisor, Dispatchers and those persons excluded by Section 4 of the Public Employment Relations Act (Section 20.4, Code of Iowa 1975).

2.2 Definitions - 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 terms "Employee" or "Employees" shall mean those employees represented by the Union and specified in the Public Employment Relations Board Certification described in Section 2.1 above.

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

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

3.1 Union Representatives - 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 Access to Employees - 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 Union Notices - 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. Such notices may be posted on one (1) bulletin board designated by the Employer.

No other place on the Employer's premises except such bulletin board shall be used by the Union or employees for the posting of notices, advertisements or information of any kind.

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 Definitions - 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 I - 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. One Union Steward may be present at such informal discussion if the employee so desires. The Transportation Manager shall reply orally or in writing to the aggrieved employee within seven (7) calendar days after discussion of the grievance.

STEP II - If, after discussion with the Transportation Manager at STEP I, the grievance is not resolved and the aggrieved employee wishes to appeal the grievance to STEP II, 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 Chief Human Resources Officer. 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 I. 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 Executive Director of Human

Resource Services. 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 III - If the grievance is not resolved by STEP II and the employee wishes to appeal the grievance to STEP III, the employee or, with the written consent of the employee, the Union, shall submit the written grievance to the Chief Finance Officer or designee within seven (7) calendar days after receipt by the employee of the Chief Human Resources Officers' written answer. The Chief Finance Officer or designee 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 Chief Finance Officer or designee. The Chief Finance Officer or designee shall provide a written answer to the employee, with a copy to the Union, within seven (7) calendar days of such meeting. The employee shall acknowledge receipt of the copy of the written answer of the Chief Finance Officer or designee by the employee's signature on the Grievance Report Form.

STEP IV - Any grievance not resolved at STEP III of the grievance procedure may be appealed by the Union by written notice of a request for arbitration on the Grievance Report Form signed by the Union President or Business Agent submitted to the Superintendent or designee within ten (10) calendar days of receipt by the employee of the Chief Finance Officers' or designee's written answer at STEP III. Within seven (7) calendar days of receipt by the Superintendent of the written notice of request for arbitration, representatives of the Employer and the Union shall attempt to select a mutually acceptable arbitrator. If the Employer and the Union fail to agree on an arbitrator, they shall within ten (10) days of the arbitration notice jointly request the Public Employment Relations Board (PER Board) to submit 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 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 the fee for an arbitrator list from PERB, 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 II, III, and IV shall be presented, discussed, and processed on the employees' non-working time. Any grievance at STEP I 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, PROBATION AND LAYOFFS

5.1 **Seniority** - For purposes of this Agreement, "seniority" is defined as an employee's continuous length of employment in the following categories from his/her most recent date of hire by the Employer:

Classification I - Truck Drivers

Classification II - Mechanics

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

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.

5.2 **Probation** - All new Truck Drivers or Mechanics shall have the status of probationary employees for ninety (90) 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.

The Employer shall maintain separate seniority lists for Truck Drivers or Mechanics.

5.3 **Extra Work** – The assignment of overtime for bus duties, trucking duties or mechanical work shall be offered by seniority within the classification of the employee's required to do the work. The most senior employee will have the option of accepting the extra work or passing it on to the next employee. If senior employees refuse the extra work, the School District has the right to force from the bottom of the seniority list up until enough employees have been scheduled for the extra work.

ARTICLE 6 - WAGES

6.1 Per Schedule B

6.2 **Overtime** - Any employee required by the Employer to work in excess of forty (40) hours in one calendar week shall be paid time and a half (1½) such employee's regular wage rate for each hour and portion thereof worked in excess of forty (40) hours.

6.3 Night Differential - A shift bonus of fifteen (\$.15) per hour will be paid in addition to the hourly rate shown in Schedule B to those employees whose scheduled shift ends after 6:00 p.m. A shift bonus of twenty-five cents (\$.25) per hour will be paid in addition to the hourly rate shown in Schedule B to those employees whose scheduled shift ends after midnight. Shift bonus shall not be paid when an employee is absent for any reason except for sick leave, vacation, or personal leave.

6.4 Pay for Meetings - 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 regular hourly wages for attendance at mandatory meetings. Payment of regular hourly wages for attendance at optional meetings shall only be made if approved in advance by the Manager of Transportation or designee.

6.5 Pay For Work On Holidays - 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 half (1½) such employee's regular wage rate for each hour and portion thereof. Full-time employees required to work on a holiday will be guaranteed two (2) hours work and pay.

6.6 Uniform and Clothing Allowance - Each employee working regularly eight (8) hours per day five (5) days per week twelve (12) months per year shall be provided one (1) uniform, selected by the Employer every working day. Total cost of rental and laundry of such uniform shall be paid by the employer. The procedures for providing uniforms to employees shall be determined by the Transportation Manager. Each Mechanic shall at all times report to work and perform his/her duties with the Employer in appropriate and well laundered clothing. Truck Driver employees working under the terms of this Agreement shall receive \$500.00 per year in lieu of the actual clothing allowance or uniforms. Such clothing allowance pay out shall be issued to the Truck Drivers quarterly in the amount of \$125.00 per payout

6.7 Insurance for Mechanics' Tools - The Employer will provide at its expense an inland floater or comparable policy naming Mechanics working regularly eight (8) hours per day, five (5) days per week, twelve (12) months per year and the Employer, as their interests may appear, as named insureds. Each Mechanic shall file with the Employer on an annual basis a list of tools to be reported to the insurance company. Changes in the employee's tool inventory must be reported to the Business Office at any time during the calendar year. Employees shall update and submit a copy of a tool list by May 1 of the current calendar year. In addition to any replacement cost for tools, each Mechanic shall be entitled to a yearly tool allowance of \$1,200.00. Such tool allowance shall be paid out by the Employer on a quarterly amount of \$300.00.

The Employer shall reimburse Mechanics eighty percent (80%) of the replacement cost of tools broken or worn out in the employer's service garage. The procedures for such reimbursement shall be determined by the Transportation Manager.

6.8 Emergency and Call Back Pay - Transportation Department employees who are called back to work due to emergency situations or other department requirements shall be guaranteed a minimum of two hours of pay or work for such call back services.

6.9 Breaks - Employee breaks shall be scheduled by the Manager of Transportation or designee to meet the operating requirements of the District. Employees generally will receive one (1) fifteen (15) minute break for each four (4) hour work shift.

ARTICLE 7 - HOLIDAYS

7.1 The Employer shall pay Truck Drivers or Mechanics working eight (8) hours per day, five (5) days per week, twelve (12) months per year and who have been employed as such for more than twenty-two (22) working days for the following holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Good Friday
- Memorial Day

7.2 Any such employee who is not on vacation or bereavement leave, to be eligible for each of the above paid holidays, must have worked the full workday immediately preceding such holiday and the full workday immediately after such holiday.

ARTICLE 8 - VACATION

8.1 For Truck Drivers or Mechanics working eight (8) hours per day, five (5) days per week, twelve (12) months per year, the Employer shall provide paid vacations according to the following schedule:

Completion of Consecutive Number of Years Service With the Employer by the end of July each year	Number of Weeks Paid Vacation Per Year
One (1) Year	One (1) Week
Two (2) Years through Six (6) Years	Two (2) Weeks
Seven (7) Years through Fourteen (14) Years	Three (3) Weeks
Fifteen (15) Years and Over	Four (4) Weeks

8.2 Employees who have worked less than one school year (July 1 to June 30) shall receive a pro-rated share of the vacation time at the rate of 5/12 of one (1) working day for each full month of service. No vacation credit shall be allowed to an employee who terminates employment with the School District during his/her first six (6) months of service nor shall an employee with less than six (6) months of service be entitled to vacation pay.

8.3 A "week" for purposes of this Article is defined as five (5) working days.

8.4 Any employee entitled to paid vacation shall receive his/her normal daily wage for each vacation day or portion thereof.

8.5 Any employee entitled to paid vacation earned between July 1 and June 30, of each school year must utilize same between July 1 and June 30 of the following school year or such vacations shall be forfeited. Any employee entitled to paid vacation shall notify the Transportation Manager of intended utilization of same not less than fourteen (14) calendar days prior to the first working day of the employee's intended absence, provided however, that at no time shall more than one Truck Driver or more than one of the garage employees on said garage employee's shift be absent from work at any time. The employee or employees with the greater seniority shall be given preference with respect to dates of utilization of vacation.

A maximum of five (5) days of unused vacation may be accumulated and carried over to the following contract year.

When school is not in session and all garage employees are working the same shift, the Transportation Manager will allow more than two (2) employees off on any given day so that the employees will be able to utilize their vacation prior to June 30th of each year. At no time can all garage employees be off on any given day during this period. When school is not in session, the Transportation Manager will allow up to two (2) Truck Drivers off on any given day so that the employees will be able to utilize their vacation prior to June 30th of each year. In the event the work needed to be performed to stay on schedule in the Transportation Department can not be met due to the vacation requests under this section, the Transportation Manager, Human Resource Director and the Union Business Agent shall meet to discuss the issue.

8.6 Any employee entitled to paid vacation shall utilize same in not less than one-half (½) day increments.

ARTICLE 9 - LONGEVITY PAY

9.1 The Employer shall make longevity payments to full time Truck Drivers or Mechanics who have completed the number of consecutive years of service with the Employer as of the end of July of each year according to the following schedule:

Completion of Consecutive Number of Years Service with the Employer by the end of July of each year	Additional Compensation Per Hour July 1, 2017
5 years	\$.15
10 years	\$.20
15 years	\$.25
20 years	\$.30

9.2 The Employer shall add the above specified longevity payments to the employee's regular rate of pay and shall pay the above specified longevity payment on each employee paycheck during the course of the Contract year.

ARTICLE 10 - PHYSICAL EXAMINATIONS

10.1 For Mechanics or Truck Drivers who qualify as a school bus driver, the annual bus driver's physical examination shall be performed by a physician chosen by the Employer. The cost of the standard physical will be paid in full by the Employer directly to the physician.

ARTICLE 11 - LEAVES

11.1 Sick Leave and Family Illness Leave

a. The Employer shall grant Truck Drivers or Mechanics working eight (8) hours per day, five (5) days per week, twelve (12) months per year, fifteen (15) days sick leave per year per employee, for personal injury or illness not covered by Workers' Compensation. Unused sick leave may be accumulated by such employees up to a maximum of 155 credit days.

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

c. Any employee may 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.

d. **Family Illness Leave** - In the event of illness or injury of a child, grandchild, stepchild, spouse, mother, or father, brother, sister, mother-in-law or father-in-law, employees may be granted up to five (5) days per year of Family Illness Leave charged against accumulated sick leave. Family Illness Leave cannot be used in less than one-half ($\frac{1}{2}$) day increments.

Family Illness Leave is non-accumulative from one (1) Contract year to the next Contract year 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.

11.2 Bereavement Leave -

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

b. Employees will be granted up to two (2) working days leave of absence with pay in the event of the death of an employee's step-parent or brother/sister-in-law.

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.

11.3 Leave for Jury and Witness Duty - Any employee required to perform jury duty or to appear and testify in any judicial or administrative 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 and if the employee can physically return to work at least two (2) hours prior to the end of their scheduled shift. The employee shall provide to the employer a copy of the court document notifying 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. Any exceptions to this section will be dealt with on an individual basis by the Manager of Transportation or designee. 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.

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.

11.4 Other Temporary Leave - Other temporary leaves of absence with or without pay, may be granted by the employer in its discretion.

11.5 Personal Leave - Each eligible employee 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 prior written notice to the employee's immediate supervisor and approval by the Superintendent or designee. The two (2) day advance notice requirement may be waived for personal leave requests judged as emergency situations by the Superintendent or designee. Personal leave shall be utilized in not less than full (1) day increments and must be used prior to the granting of any unpaid leave.

ARTICLE 12 - SUSPENSION OR DISCHARGE

12.1 - Per Section 20.7 of the Iowa Public Employment Relations Act, an employee may be suspended or discharged for proper cause. Discharge or suspension will be heard through the grievance procedure as outlined in Article IV of this Agreement.

ARTICLE 13 - COMPLIANCE CLAUSES AND DURATION

13.1 Individual Contracts - 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.

13.2 Separability - 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.

13.3 Printing Agreement - Copies of this Agreement shall be printed, at the expense of the Employer, and shall be given to all employees covered by this Agreement and any new employees.

13.4 Notices - Whenever any notice is required to be given to either the Employer or the Union under this Agreement, either party may do so by e-mail or letter at the following designated addresses:

The Employer: 2300 Chaney Road
Dubuque, IA 52001

The Union: 195 East 14th Street
Dubuque, IA 52001

13.5 Complete Agreement - 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.

13.6 Duration - This Agreement shall be effective from July 1, 2018, and continue in full force and effect until June 30, 2022, 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 the expiration date of any renewal thereof of its desire to terminate or modify this Agreement. Article 8 Wages and Article 12 Longevity will be reopened for the 2021/2022 contract year.

DUBUQUE COMMUNITY SCHOOL DISTRICT

By: _____
President, Board of Education Date _____

By: _____
Superintendent Date _____

By: _____
Executive Director of Human Resources Date _____

TEAMSTERS LOCAL UNION #120

By: _____
President Date _____

By: _____
Vice President/Agent Date _____

SCHEDULE A
GRIEVANCE REPORT FORM

_____ Date Filed

Dubuque Community School District
Transportation Department

Distribution of Form (check if sent to)
____ 1. Union (Teamsters Local 120)
____ 2. Employee
____ 3. Appropriate Supervisor
____ 4. Superintendent or

Name of Aggrieved Employee

STEP II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature of Aggrieved Employee

Date

E. Disposition of Transportation Manager

Signature of Manager

Date

F. Receipt of Step II Disposition

Signature of Aggrieved Employee

Date

SCHEDULE B

DUBUQUE COMMUNITY SCHOOL DISTRICT

TRUCK DRIVERS AND GARAGE EMPLOYEES

HOURLY SALARY RATES

Effective July 1, 2018/2019; 2019/2020; 2020/2021 and 2021/2022

Job Classification	2018/2019	2019/2020	2020/2021	2021/2022
Truck Driver	\$20.01	\$20.63	\$21.14	Open
Mechanic	\$22.09	\$22.71	\$23.22	Open
Lead Mechanic	\$22.44	\$23.06	\$23.57	Open
Mechanic* (ASE Certified Master School Bus Technician)	\$22.50	\$23.12	\$23.63	Open
Lead Mechanic* (ASE Certified Master School Bus Technician)	\$22.84	\$23.46	\$23.97	Open

*For Mechanics who have previously passed the initial ASE Certificated Master School Bus Technician Test. In the event a Technician is having difficulty in a certain area of school bus repair, the District may require such Technician to be recertified in that area of service/repair. In the event that a Technician is required to be recertified, the District will provide him/her with the appropriate training material for that repair and will pay for the cost of such recertification. The District will be required to verify the Technicians inability to perform such repairs prior to requesting recertification. Technicians required to recertify will have six (6) months to successfully complete recertification.