

MASTER CONTRACT

BETWEEN

LOUISA-MUSCATINE COMMUNITY  
SCHOOL DISTRICT

AND

LOUISA-MUSCATINE  
AFSCME COUNCIL 61, LOCAL 3591

2018-2019 SCHOOL YEAR

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**ARTICLE I  
GRIEVANCE PROCEDURES**

**SECTION 1. DEFINITION**

1. The term “grievant” in this Agreement shall mean the employee, group of employees, or Union filing a grievance.
2. The term “grievance” as used in this Agreement shall mean a claim by a grievant that a disagreement of some kind exists involving the interpretation or application of the terms of this Agreement.

**SECTION 2. THE ASSOCIATION’S RIGHT TO REPRESENT**

1. The Union may process and/or continue a grievance through all levels of the procedure whether or not there is an individual employee who wishes to do so.
2. Group grievances may be filed starting at Step 1.
3. The Union may continue and submit to arbitration any grievance filed and later dropped by a grievant, if the grievance involved a question of the application or interpretation of this Agreement. The individual employee must file notice of continuation with the District secretary within five (5) days of the dropping of the grievance.

**SECTION 3. TIMELINESS**

Failure of the appropriate administrator or administrative body to render a decision within the specified time limits shall be construed as a denial and the grievance shall move on to the next level. The failure of a grievant to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and acts as a bar to further appeal to that particular grievance.

**SECTION 4. STEPS OF GRIEVANCE PROCEDURE**

**Step 1**

The grievant and the immediate supervisor shall meet informally to resolve the dispute. However, if the grievance remains unresolved the grievances shall be reduced to writing and filed with the immediate supervisor within twenty (20) working days of the incident or knowledge giving rise to the complaint. Within five (5) working days of the receipt of the grievance by the immediate supervisor, the grievant and/or the Union and the immediate supervisor shall meet. The supervisor shall provide the grievant and the Union with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

## Step 2

If the grievant is not satisfied with the disposition of his/her grievance at Level I, the grievance may be referred to the Superintendent or his/her official designee within ten (10) working days of receipt of the immediate supervisor's decision. The Superintendent shall arrange for a conference with the grievant and the Union, which shall take place within five (5) days of the Superintendent's receipt of the appeal, provided schedules allow. Upon conclusion of the conference, the Superintendent shall provide his/her written decision, together with the reasons for the decision, to the grievant, Union steward and AFSCME Council 61 representative within five (5) workdays.

Superintendent's decision shall be final.

## **ARTICLE II UNION RIGHTS**

### **SECTION 1. BULLETIN BOARDS**

The Union shall have the right to post notices of activities and matters of Union concern on employee bulletin boards in areas designated for employee use.

### **SECTION 2. UNION CONSULTATION**

Upon request, Union representatives will be allowed to meet with bargaining unit employees during the employee's non-work time on the Employer's premises, provided suitable meeting facilities are available and practical.

### **SECTION 3. PERSONNEL FILES**

Employees shall have the right to inspect their personnel files. The employee shall receive a copy and may respond to any complaint or disciplinary item in the personnel file in writing within fifteen (15) workdays of receipt of the copy. Such response by the employee shall become part of the permanent record.

Upon reasonable notification and at the employee's expense, the Employer shall make copies of such files for the employee.

However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish at no cost a copy of any material contained in the affected employee's personnel file.

### **ARTICLE III PROBATIONARY PERIOD**

Upon hire by the District, employees shall be subject to the serving of a probationary period, which shall be considered as part of the examining process.

The probationary period for employees shall be one hundred five (105) calendar days (excluding summer months for bus drivers) unless waived by the District on an individual basis or extended by mutual agreement.

Probationary employees will accrue leaves while on probation but are not eligible for paid leave while on probation.

Probationary employees may be separated for any cause during the probationary period without appeal.

If action is not taken by the appointing authority to report to the probationary employee that he/she is not qualified for permanent status before the close of business on the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and have acquired permanent status.

### **ARTICLE IV WAGES AND HOURS**

#### **SECTION 1. OVERTIME AND COMPENSATORY TIME**

##### Overtime

Employees will be paid at the overtime rate of time and one-half for all hours over forty (40) hours in a workweek. All paid time shall be regarded as hours of work for the purpose of computing overtime.

##### Compensatory Time

Compensatory time off is allowed as follows:

- A. The decision to pay overtime in cash or compensatory time rests with the employee and the compensatory time off will be granted when it does not unreasonably interfere with the operation of the District, including availability of subs.
- B. Compensatory time can only be accumulated to eighty (80) hours; any hours over eighty (80) will be paid out in cash.
- C. A request can be made by the employee for a payout in cash of any accumulated compensatory time. Such request shall be honored the following pay period.

- D. Compensatory time may be carried over into a new fiscal year.
- E. Compensatory time off shall be granted at the request of the employee with the approval of the employee's immediate supervisor.
- F. Compensatory time off will be paid out in cash at the time of termination of employment.

SECTION 2. FLEXIBLE SCHEDULES

When mutually agreed to by the District and employee, flexible time schedules may be implemented including doing work scheduled for a Saturday on the preceding Friday or following Sunday unless activities at school, emergencies, or unusual circumstances require the presence of a custodian to do the work on Saturday.

SECTION 3. MEAL PERIOD

Full-time custodial and maintenance employees will be allowed one (1) hour unpaid meal period. If the meal is interrupted by duties, the meal period will be extended by the length of the interruption when the interruption is over.

SECTION 4. CALL BACK PAY

Employees called back to work after the completion of their shift and their return home will be assured of minimum of two (2) hours pay at the appropriate rate.

SECTION 5. AUTOMOBILE ALLOWANCE

Whenever an employee is required to use his/her personal vehicle in the performance of duty will receive a mileage allowance of 34.5 cents per mile.

SECTION 6. MEAL AND LODGING ALLOWANCE

Bus drivers will be provided with a meal allowance for out-of-town activity trips as follows:

<u>Length of trip</u>	<u>Amount</u>
4-6 hours	\$ 6.00
Over 6 hours	\$ 11.00
Over 12 hours	\$ 16.00

If a trip is overnight, the District will pay a reasonable room expense in accordance with District policy provided District approval is obtained in advance, when possible.

SECTION 7. EXTRAORDINARY FEES

Upon direction and approval of the Employer, employees shall be reimbursed for registration fees, conference fees and other authorized expenses that are incurred in the performance of his/her duties.

SECTION 8. TIME SHEETS

Time sheets will not be changed without first being discussed with the affected employee.

SECTION 9. PAY

Employees shall be paid in accordance with Schedule A attached.

SECTION 10. ATHLETIC TRIPS

Prior to the start of each season, drivers will be allowed to place their names on the Athletic Practice Bus assignment list for that season. Athletic Practice Bus runs will be assigned weekly by seniority, on a rotating basis of all those who have signed up for that season. Drivers may trade assignments but the supervisor or designee must approve all trip trades in advance. Approval shall not be unreasonably withheld.

SECTION 11. BUS ROUTE DIFFERENTIAL PAY

At the beginning of each school year, a time audit for all routes will be taken (starting and ending from designated point of design) for the purpose of bus route Differential Pay. The District may re-audit routes at their discretion. If a driver's factored time per day is in excess of three hours per day, compensation will be paid on a per diem basis calculated as follows:

1. AM route time + PM time + 15 minutes AM inspection time + 15 minutes PM inspection time = Total Minutes per day.
2. Total Minutes Per Day/60 minutes = Factored Time per Day.
3. Regular Route Pay Per Day/3.50 hours = Per Hour Rate.
4. Time in excess of 3.50 hours x Per Hour Rate = Additional Dollars per Day.

**ARTICLE V  
SICK LEAVE**

SECTION 1. LEAVE REQUESTS

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article.

SECTION 2. ACCRUAL

Employees shall be entitled to sick leave, granted in minimum units of one-half (1/2) day, in the following graduated scale:

First year of employment in District	10 days sick leave
Second year of employment in District	11 days sick leave
Third year of employment in District	12 days sick leave
Fourth year of employment in District	13 days sick leave
Fifth year of employment in District	14 days sick leave
Sixth year of employment in District	15 days sick leave

A day is one (1) work day regardless of full-time or part-time.

The above amount applies only to consecutive years of employment in the District and unused portions may be accumulated only to a maximum total of one hundred five (105) days. Employees who carry forward 105 days will have 15 additional days available during that contract year and may consequently use 120 days in total for that contract year.

SECTION 3. CANCELLATION OF SICK LEAVE

All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, provided however, if an employee leaves the employment of the school district, and later returns as an employee of the District, accumulated sick leave of the first employment shall be transferred to the second, if the employee has been granted a leave of absence or has been subject to staff reduction for the time missed.

SECTION 4. USE OF SICK LEAVE

Employees may use accrued sick leave for personal illness, bodily injuries, medically related disabilities, emergency doctor or dentist appointments, follow-up doctor or dentist appointment after surgery, and doctor or dentist appointments to treat an ongoing or reoccurring medical condition. Routine examinations and physicals will be charged to personal leave, with the exception that full-time employees may use one (1) day of accrued sick leave per fiscal year for the routine examinations and physicals.

Employees may use up to 6 weeks of sick leave for adoption leave. If additional time is needed then the employee is allowed to use unpaid leave under FMLA for the remainder.

In the event sick leave abuse is suspected, the Board may require such reasonable evidence, as it may desire confirming the necessity of such leave of absence.

An employee who has exhausted sick leave may make a request to be placed on unpaid leave of absence.

The Transportation Supervisor will arrange substitute driver assignments.

If a bus driver's routine doctor appointment on off duty time is running late due to the doctor's schedule, the employee will telephone the District to arrange a substitute and the lost time will be charged to sick leave. If a substitute is not available, the employee will return to work.

An employee shall be entitled to use three (3) days of serious sick leave annually in the event of family illness (hospitalization, outpatient care, and follow-up care) to be deducted from sick leave.

## ARTICLE VI LEAVES OF ABSENCE

### SECTION 1. PAID LEAVES OF ABSENCE

A. Voting Leave

Any person entitled to vote in a general election is entitled to time off from work with pay in order to vote, if the employee's working hours do not provide the opportunity for the employee to vote outside of work.

B. Jury Duty

An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work not to exceed forty (40) hours per week.

C. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness in a court proceeding, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer. This provision only applies where the employee is to testify about matters that arose out of the employee's employment with the District.

D. Bereavement Leave

Funeral leave may be granted at a rate not to exceed five (5) days per occurrence for the death of immediate family members. Immediate family members are: employee's spouse, children, step-children, grandchildren, step-grandchildren, parents, stepparents, parents-in-law, grandparents, brothers, sisters, son or daughter-in-law, step-sister or brother or an individual residing in household. Employee is allowed 1 day per year for close friend of the family.

E. Benefits

All fringe benefits shall continue during any paid leaves of absence.

SECTION 2. FAMILY MEDICAL LEAVE OF ABSENCE

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act.

**ARTICLE VII  
HEALTH PROVISIONS**

The Employer shall pay up to fifty dollars (\$50) to each employee required to provide evidence of physical fitness, with the exception of those with CDL license which require a DOT physical and those employees will be paid up to sixty-five (\$65) for a 2 year physical. Such evidence shall be limited to a statement from a licensed physician of the District's choice attesting that the employee is or is not physically fit to perform his/her assigned duties. If the District desires other medical information from the employee as a condition of either initial or continued employment, the District will pay the full cost of obtaining the same from a physician of the District's choice.

**ARTICLE VIII  
HOLIDAYS AND VACATION**

SECTION 1. HOLIDAYS

When a holiday falls on Saturday, it will be observed on Friday; and when it falls on a Sunday, it will be observed on Monday unless the school calendar provides otherwise. The following holidays shall be considered as paid non-working, non-school calendar holidays and that employees shall not be required to perform any duties on these days:

Nine (9) Month Employees:

New Year's Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Good Friday  
Memorial Day

Additional holiday for Twelve (12) Month Employees: July 4<sup>th</sup>

Employees required to work on a holiday will be paid time and one-half in addition to their regular pay. Attached to the paycheck will be an accounting of the holiday pay amount.

SECTION 2. VACATION

Full-time regular employees (forty (40) hours or more per week) who have served a full year (twelve (12) months) are entitled to two (2) weeks vacation with pay. After

**WAGES**  
**SCHEDULE A – EFFECTIVE 7/1/18**

Employees shall be compensated in accordance with where each fits within the following schedules:

**BUS DRIVERS**

	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>
Regular Route – Daily	\$76.63	\$78.84	\$80.83
Special Ed Route = Daily Regular Route + \$1,500.00 per year (Route Deleted – grandfathered for current Drivers)			
Extra Trips	\$38.89 min. (3 ¾ hours or less) \$11.00 hour		
Bus Inspections	\$ 11.00 hour		
Mandatory Meeting	\$ 11.00 hour		
Sunday & Holidays	\$ 15.55 hour		

**MANDATORY MEETING** shall be limited to the following:

- a) Any student discipline meeting that the District requires employees to attend (including administrative request film reviews).
- b) Any training and/or classes which the District, or the state law, requires employees to attend or participate in as a condition for maintaining their position as a school bus driver.
- c) Mandatory meeting time shall include only the actual time spent in the meeting or in the class.
- d) Travel time shall not be counted in, or paid for as, mandatory meeting time.

**Longevity:**

In addition to the wage rates shown above, employees shall receive longevity payment in the following amounts:

After 10 years of service      \$1.75 per day for bus drivers

After 20 years of service      \$2.00 per day for bus drivers

Current employees shall be placed at years of service they have in at 7/1/2018 and will be moved to the corresponding level when they attain the years of service noted. New employees will simply be moved to the corresponding level when they attain the years of service noted.

**Part-time employees** will receive a starting rate of pay of twelve dollars and ninety-four cents (\$12.94) per hour.

If the District is unable to hire satisfactory employees at the start rates listed above, they may hire an employee at a rate higher than the start rate listed above, provided that they will not receive a higher wage rate than a more senior employee in the same classification. The District may provide increases in excess of the scheduled minimums to retain employees who may otherwise leave the District, subject to the same provision as starting rates for new hires.

Bus drivers shall be paid equal payments the twentieth (20<sup>th</sup>) day of each calendar month for a period of twelve (12) consecutive months, the first payment to be made the twentieth (20<sup>th</sup>) day of September each year. In the event that the twentieth (20<sup>th</sup>) day of the calendar month falls on a non-work day, employees shall receive their paychecks on the preceding workday. Summer checks shall be mailed to the address designated by each driver.

completing five (5) years of service, full-time regular employees shall be entitled to three (3) weeks with pay. After completing fifteen (15) years of services, full-time regular employees shall be entitled to four (4) weeks with pay. Employees who accrue four (4) weeks of vacation per year may be required to use one week during the school year.

Employees shall bid for available vacation slots by seniority. Vacation time may not accrue from one (1) year to the next. If two (2) or more employees request vacation when the District can only allow one (1) employee to be gone, the decision will be based on seniority. Full-time custodial employees may take One week of vacation during the school year. No vacation will be allowed during the two (2) weeks before the start of school or during the first week following the close of the school year. Annual leave credits in any given year shall not be earned for any period of absence without pay exceeding thirty (30) days.

Vacation will be credited to employees July 1<sup>st</sup> of each year, but may be taken in June of the same year. In the instance of a new employee who begins employment after July 1<sup>st</sup>, their first (1<sup>st</sup>) year's vacation shall be prorated. In the instance of employees who have an anniversary date which makes them eligible for more than two (2) weeks of vacation, the employee shall be credited with the additional week on the employee's anniversary. Approved vacations may only be canceled in emergency situations.

This Contract shall become effective on July 1, 2018, and shall be in full force and effect through June 30, 2019.

This Agreement is executed and agreed upon this \_\_\_\_ day of \_\_\_\_\_ 2018.

AFSCME/IOWA COUNCIL 61

LOUISA-MUSCATINE COMMUNITY  
SCHOOL DISTRICT

By: Carlene Anderson 6/1/18  
Its Representative Date

By: [Signature] 5/21/18  
Its President Date

By: \_\_\_\_\_  
Its Committee Member Date

By: [Signature] 5/23/18  
Its Chief Negotiator Date

\_\_\_\_\_  
AFSCME Representative Date

[Signature] 5/21/18  
Louisa-Muscataine Community  
School District Board Representative Date