

---

# AGREEMENT

between

Chauffeurs, Teamsters, and Helpers, Local Union  
No. 238

and the

Cedar Rapids Community School District

Cedar Rapids, Iowa

July 1, 2018 through June 30, 2023  
(2020-2021)

---

## TABLE OF CONTENTS

ARTICLE I RECOGNITION AND DEFINITIONS	3
ARTICLE II WORKDAY	4
ARTICLE III BASIC COMPENSATION	4
ARTICLE IV SENORITY	7
ARTICLE V GRIEVANCE PROCEDURE	7
ARTICLE VI MISCELLANEOUS	10
ACTICLE VIII COMPLIANCE CLAUSES AND DURATIONS	11

## ARTICLE I RECOGNITION AND DEFINITIONS

### A. UNIT

The Cedar Rapids Community School District hereby recognizes Chauffeurs, Teamsters, and Helpers, Local Union No, 238, an affiliate of the International Brotherhood of Teamsters, as the certified exclusive bargaining representative for all personnel employed by the school district as set forth in the PERB certification instrument (Case #1351) issued by the PERB on December 22, 1978, and amended by PERB (Case #1826) on June 1, 1981. This shall include all such personnel on authorized leave of absence but shall not include any position which is supervisory or administrative in nature.

The unit described in the above certification is as follows:

**INCLUDED:** All bus drivers and bus attendants of the Cedar Rapids Community School District except those specifically excluded below.

**EXCLUDED:** Transportation supervisors, dispatchers, transportation secretarial personnel, utility drivers, mechanics, all other school district employees, and all other persons excluded by Section 4 of the Act.

### B. DEFINITIONS

1. The term, "school district," as used in this Agreement, shall mean the Cedar Rapids Community Schools, in the County of Linn, State of Iowa, its Board of Directors, or its duly authorized representatives.
2. The term, "union," as used in this Agreement, shall mean Chauffeurs, Teamsters, and Helpers, Local No. 238, an affiliate of the International Brotherhood of Teamsters or its duly authorized representatives.
3. The term, "employee," as used in this Agreement, shall mean all persons described in the bargaining unit as set forth in Section A of this Article.
4. The term "school year," as used in this agreement shall mean that period of time commencing with the first date of an official school calendar and continuing through the last day of said calendar.

5. The term, "route," as used in this Agreement, shall mean a regular (more than once a week) schedule between a student's home and school or school and home based on the needs of the District.
6. The term, "trip," as used in this Agreement, shall mean a non-routine schedule transporting person between two or more locations and after school programs not directly managed by the district.

## ARTICLE II WORKDAY

### A. ROUTE TIMES

Route times will normally operate within the following times:

Morning routes 06:00 - 09:30  
 Noon routes 09:30 - 13:30  
 Afternoon routes 13:30 - 16:30

## ARTICLE III BASIC COMPENSATION

### A. RATES OF PAY

2020-21

Bus Drivers	\$18.71
Type III Drivers	\$16.99
Attendants	\$14.18

Employees are guaranteed a minimum of 2.5 hours for any completed route. If two routes or trips overlap, the guarantee is still 2.5 hours.

### B. LONGEVITY PAY

Employees will be entitled to one year of credit for purposes of longevity if the employee is hired before June 30. The following longevity differentials shall be paid:

Years of Service Completed   Hourly Differential from Rates in Section A

3 or more years of service	\$0.20
6 or more years of service	\$0.30
9 or more years of service	\$0.40
12 or more years of service	\$0.50
15 or more years of service	\$0.60
18 or more years of service	\$0.70
21 or more years of service	\$0.80
24 or more years of service	\$0.90
27 or more years of service	\$1.00
30 or more years of service	\$1.10

C. REQUIRED MEETINGS AND LEARNING ROUTES

Required safety meetings shall be paid at the employee's regular route rate of pay.

The District may have a minimum of two (2) safety meetings during the school year or just prior to the school year when possible. These meetings shall not be more than four (4) hours in length and shall be held on the same calendar day with an hour unpaid break. When an employee has conflicting route, trips and/or meetings, she/he will have the choice as to whichever they prefer and will be paid for that election.

Time spent teaming routes shall be paid at the employee's regular route rate of pay an employee shall be paid the regular route rate of pay when performing the role of an instructor teaching new routes. Time spent updating a route will continue to be paid at an hourly rate of \$8.25.

D. OVERNIGHT TRIPS

In the event the driver is required to pay for lodging and meals, the driver shall be reimbursed the actual amount not to exceed the per diem allocations as established by the school district. Each driver must submit receipts verifying expenses incurred beyond a twenty-mile radius of central Cedar Rapids as shown on the map at the Transportation office. The driver's workday shall end when the group advisor releases the driver from driving responsibilities for such day.

E. EXTRA TRIPS – MEALS

When an employee drives an extra trip beyond a twenty (20) mile radius of central Cedar Rapids as shown on the map on file at the Transportation office and that trip exceeds three (3) hours duration in driving and waiting time, the school district shall reimburse the actual amount not to exceed the meal(s) per diem allocation as

established by the school district, Each driver must submit receipts (per Board policy) verifying expenses for their meals. There shall be no deduction of pay for a meal period.

F. SHOWUP TIME

An employee who shows up for a route/trip or portion thereof that is canceled shall be paid a minimum of bid route time at the appropriate rate of pay. The employee may be assigned other duties for the bid route time. If the employee chooses to leave prior to being released by Manager or designee, the employee forfeits the guarantee and will be paid for hours worked.

G. CALL-IN

An employee who is called in for a route or portion thereof that was not previously assigned to that employee shall be paid a minimum of two and one half (2-1/2) hours at the appropriate rate of pay. This provision shall not apply when the route or Portion thereof occurs immediately prior to or subsequent to a previously assigned route.

If a route or portion thereof is canceled the employee may be assigned other duties for the two and one half (2- 1/2) hours.

H. BID STAND BY TIME

Employees required to " stand by" at the Transportation Center shall be paid a minimum of three (3) hours at the appropriate rate of pay.

I. METHOD OF PAYMENT

Pay days shall be established by the payroll department prior to the beginning of each work year. Normally, pay days shall be every other Friday, except when such Friday falls on a holiday, in which case the pay day shall be on the last previous working day, Employees may, at their option, be allowed to use direct deposit, however, all employees hired after July 1, 2009, shall use direct deposit.

J. OVERTIME

Time and one-half will be paid for all work performed:

1. Over forty (40) hours in a week.
2. After eight hours work performed on a Saturday or Sunday per day.

3. All hours worked on a holiday.

In the event that a holiday should fall on a day when students are present, employees shall be compensated at time and one-half for all work performed on the day the holiday is paid.

#### ARTICLE IV SENIORITY

##### A. DEFINITION

The term "seniority" shall be a regular employee's length of service since the last date of hire.

##### B. BREAKS IN SERVICE

An employee's seniority shall be broken by resignation, discharge, retirement, or a continuous period of lay off more than two (2) years.

An employee's seniority ceases to accumulate while the employee is laid off because of reduction in force. If an employee who is laid off returns to work within two (2) years, the employee's previously earned seniority will be reinstated.

An employee's seniority ceases to accumulate while on unpaid general leave.

If an employee leaves a position represented by the Union, and remains an employee of the District, the employee's accumulated seniority shall be frozen, If an employee returns to a position represented by the Union, she/he shall receive credit for seniority previously earned as a member of the bargaining unit.

#### ARTICLE V GRIEVANCE PROCEDURE

##### A. DEFINITIONS

1. Grievance: A grievance shall mean only an allegation that there has been a violation or misinterpretation of any of the specific provisions of this Agreement.
2. Grievant: As used herein, a "grievant" is the person(s) making the allegation.

3. Day: As used herein, "day" shall mean an employee working day. The time limits provided herein may be extended by mutual agreement.

## B. PROCEDURES

1. An employee with a grievance shall first discuss it with the Manager Transportation or designee, with the object of resolving the matter informally.
2. If the grievance cannot be resolved informally, the grievant may file the grievance in writing, and at a mutually agreeable time, discuss the matter with the Manager-Transportation or designee. The grievant shall present to the Manager-Transportation or designee a written copy of the grievance within five (5) working days of the date of the alleged violation. The Manager Transportation or designee shall make a decision on the grievance and communicate it in writing to the employee with in ten (10) days after receipt of the grievance.
3. In the event a grievance has not been satisfactorily resolved at Step 2, the grievant may file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the Executive Director Human Resources/designee. The grievant shall present to the Executive Director-Human Resources /designee a written copy of the grievance within seven (7) days of the administrator's written decision at Step 2. The Executive Director-Human Resources/designee shall make a decision on the grievance and communicate it in writing to the employee with ten (10) days after the receipt of the grievance.

4. If the grievance is not resolved satisfactorily at step three (3), the grievance may be submitted to impartial, binding arbitration. To enter such arbitration, the Union shall submit a written request on behalf of the Union and grieving employee(s) to the Superintendent within five (5) days from receipt of the level three (3) answer. The Union shall request a list of five (5) arbitrators from the Public Employment Relations Board. The arbitrator shall be selected by the two parties using an alternating strike-through process, with the Union having the first strike-through and the District having the second and repeating the process until one arbitrator remains.

The costs for the services of the arbitrator and the cost of the hearing shall be borne equally by the school district and the Union. Expenses relating to either party's representatives or witnesses, and other expenses incurred by either party in presenting its case shall be borne by each party. A transcript or recording shall be made of the hearing at the request of either party; however, the party requesting the copy of the transcript or recording shall pay for each copy.

The arbitrator so selected shall hold hearing(s) unless such hearing(s) are waived and shall issue her/his decision not later than twenty (20) days from the date of the close of the hearing(s). The arbitrator, in her/his decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. Her/his authority shall be strictly limited to deciding only the issue or issues presented to her/him, and the decision must be based solely and only upon her/his interpretation of the meaning or application of the expressed relevant language of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

## C. REPRESENTATION

The grievant shall be present at all meetings, and at the option of the grievant, may be represented at such meetings by a representative of the Union. When an employee is not represented by the Union, the Union shall have the right to be present at all levels.

## ARTICLE VI MISCELLANEOUS

### A. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter at the following designated addresses as may be designated by a Party in written notification to the other party.

1. If by Union, to School District at:

The Superintendent's Office  
2500 Edgewood Road N. W.  
Cedar Rapids, Iowa 52405

2. If by School District, to Union at:

Business Representative, Local 238  
Chauffeurs, Teamsters, and Helpers  
5000 J Street S.W.  
Cedar Rapids, Iowa 52404

## ARTICLE VII COMPLIANCE CLAUSES AND DURATION

### A. SEVERABILITY

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

### B. FINALITY

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the 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 school district and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, 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, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters 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. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

C. TERM

This Agreement shall be effective as of July 1, 2018, and shall continue through June 30, 2023. The District and Union have agreed to wages for 2020-2021 as set forth in Article III Section A of this agreement. The District and Union agree to open negotiations regarding compensation in 2019-2020, 2020-21, 2021-22, and 2022-2023.

D. SIGNATURE CLAUSES

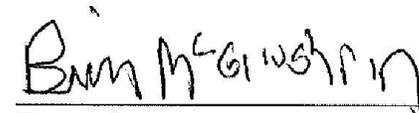
IN WITNESS WHERE OF, the parties hereto have caused the Agreement to be signed

by their representatives CHAUFFEURS,                      Steward  
TEAMSTERS AND

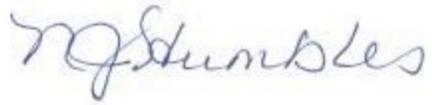
HELPERS, LOCAL UNION, NO. 238  
AN  
AFFILIATE                      OF                      THE  
INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

CEDAR RAPIDS COMMUNITY

  
Business Representative



SCHOOLDISTRICT

A handwritten signature in blue ink that reads "M. Stumbles". The signature is written in a cursive, flowing style.

President, Board of Directors

s/i Linda Noggle

Executive Director, Talent Management