

**MASTER CONTRACT**

between

**MARSHALLTOWN COMMUNITY SCHOOL DISTRICT  
317 COLUMBUS DRIVE  
MARSHALLTOWN, IOWA 50158**

and

**CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238  
COVERING  
OPERATION, MAINTENANCE  
AND FULL-TIME TRANSPORTATION PERSONNEL**

2011-2012

**TABLE OF CONTENTS**

	AGREEMENT .....	1
ARTICLE I	RECOGNITION .....	1
ARTICLE II	NON-DISCRIMINATION .....	1
ARTICLE III	GRIEVANCE PROCEDURE .....	2
ARTICLE IV	REPRESENTATION .....	4
ARTICLE V	SENIORITY .....	4
ARTICLE VI	HEALTH PROVISIONS .....	8
ARTICLE VII	LEAVES OF ABSENCE .....	9
ARTICLE VIII	DUES DEDUCTION .....	12
ARTICLE IX	HOURS OF WORK AND OVERTIME .....	12
ARTICLE X	HOLIDAYS .....	15
ARTICLE XI	VACATIONS .....	16
ARTICLE XII	INSURANCE .....	19
ARTICLE XIII	WAGES .....	22
ARTICLE XIV	MISCELLANEOUS .....	22
 <b>EXHIBITS</b>		
EXHIBIT A	Grievance Report Form .....	24
EXHIBIT B	Bid Groups .....	26
EXHIBIT F	Operation, Maintenance, Full-Time Transportation Personnel Wage Rates (2011-2012) .....	27

## AGREEMENT

The Board of Directors of the Marshalltown Community School District in the County of Marshall, State of Iowa (hereinafter referred to as the "Board") and the Chauffeurs, Teamsters & Helpers, Local No. 238 (hereinafter referred to as the "Union"), on behalf of the Union and on behalf of the Employees in the bargaining unit recognized and described in Article I of this Agreement, agree as follows:

### ARTICLE I

#### RECOGNITION

Section 1. The Board hereby recognizes the Union as the certified and exclusive bargaining representative for the purpose of collective bargaining for all Employees of the Board described in the Public Employment Relations Board Certification issued in Case No. 1126 on April 14, 1978, which designation includes all custodial and maintenance personnel assigned to the Buildings and Grounds Department, including head custodians, assistant head custodians, engineers, matrons-secondary, night custodial foremen, custodians-secondary, custodian-engineers, custodians-elementary, summer crew foremen, mechanical maintenance supervisors, buildings and furnishings maintenance supervisor, receiving and warehouse supervisor, maintenance foremen, carpenters and utility men; and all mechanics assigned to the Department of Transportation and excludes the following: office clerical employees, bus drivers, academic and administrative employees, professional employees, supervisors and other personnel excluded by the Public Employment Relations Act. Throughout this Agreement, whenever the terms "Employee" or "Employees" are used, they shall refer to Employees within the bargaining unit, unless otherwise noted.

Section 2. The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

Section 3. The Employer agrees not to enter into any agreement or contract with its Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

### ARTICLE II

#### NON-DISCRIMINATION

Section 1. (a) There will be no discrimination against, interference with or restraint or coercion of any Employee by the Board because of an Employee's membership in the Union or because of his activities on behalf of the Union that are lawful and not in violation of this Agreement.

(b) Neither the Union, nor its representatives, nor the Employees represented by the Union will discriminate against, interfere with, intimidate or coerce any Employee because of such Employee's exercise of his right to join or refrain from joining the Union or to engage or refrain from engaging in Union activities, under state law.

(c) The Union, its representatives, and the Employees represented by it will not engage in solicitation for Union membership or collection of Union dues,

initiation fees or assessments during working hours and will not engage in any other Union activities during working hours, except as provided for by law or by the terms of this Agreement.

Section 2. Neither the Board nor the Union will discriminate against any Employee or applicant for employment on account of race, color, creed, sex, religious beliefs, national origin or age, all as provided by law.

Section 3. Whenever in this Agreement reference is made to the male gender, it shall also be deemed to include, where applicable, the female gender.

### ARTICLE III

#### GRIEVANCE PROCEDURE

Section 1. A grievance is a difference of opinion between the Board and an Employee, or a group of Employees, or between the Board and the Union with respect to the meaning, interpretation or application of any term or terms of this Agreement. A grievance must be presented to the appropriate supervisor in accordance with the following procedures not more than five (5) working days after the occurrence of the event giving rise to the grievance or it shall be considered waived, unless a different time limit is specifically provided for in this Agreement for a particular type of grievance.

Section 2. (a) The failure of an Employee (or, in the event of an appeal to arbitration, the Union) to act on any grievance within the prescribed time limits, will act as a bar to any further appeal and a supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(b) It is agreed that any investigation or other handling or processing of any grievance shall be conducted during non-work time and so as to result in no interference with or interruption whatsoever of the normal work activities of the grievant or other Employees.

Section 3. Grievances will be handled in accordance with the following procedures:

(a) First Step.

An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and his or her supervisor. In the case of custodial personnel, the supervisor is the individual designated as "Operations Supervisor." In the case of maintenance personnel, the supervisor is the individual designated as "Operations Supervisor." In the case of mechanics assigned to the Department of Transportation, the supervisor is the individual designated as "Director of Transportation." In the case of custodial personnel regularly assigned to a particular school building, the principal or, in his absence, the assistant principal or other individual acting for the principal, will also be deemed to be a supervisor of such custodial personnel, but will not be deemed to be a "supervisor" for the purpose of processing a grievance through the grievance procedure. At the discussion of the matter with the supervisor, the grievant, if he desires, may be accompanied by his or her Steward.

(b) Second Step.

If the grievance cannot be resolved informally, the aggrieved shall file the grievance, in writing, using the grievance form, Exhibit A, and, at a mutually

agreeable time, discuss the matter with the supervisor. The supervisor in the case of custodial personnel and maintenance personnel is the Director of Buildings and Grounds and in the case of transportation mechanics, the supervisor is the Director of Transportation. The written grievance shall state the nature of the grievance, shall state the specific clause or clauses of the Agreement alleged to be violated and shall state the remedy requested. The filing of the formal written grievance at the Second Step must occur within ten (10) calendar days from the date of the occurrence of the event giving rise to the grievance or the grievance shall be considered waived. At the discussion of the matter with the supervisor, the grievant, if he desires, may be accompanied by his Steward, or, if he is not available, by the Chief Steward. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant within five (5) calendar days after receipt of the grievance.

(c) Third Step.

In the event a grievance has not been satisfactorily resolved at the Second Step, the grievant shall file, within five (5) calendar days of the supervisor's written decision at the Second Step, a copy of the grievance with the District Director of Finance. Within ten (10) calendar days after such written grievance is filed with the District Director of Finance, the aggrieved and, if he desires, the Chief Steward and/or Business Agent of the Union and the District Director of Finance, or his designee, shall meet to attempt to resolve the grievance. Such meeting shall also be attended by those supervisors who were involved at the First Step and Second Step of processing the grievance. The District Director of Finance, or his designee, shall file an answer within ten (10) calendar days of the Third Step grievance meeting and communicate it in writing to the grievant and the Union.

(d) Fourth Step.

In the event the grievance is not satisfactorily resolved at the Third Step, there shall be available a Fourth Step of impartial arbitration. The Union may submit in writing a request on behalf of the Union and the grievant to the District Director of Finance within ten (10) calendar days following receipt of the Third Step answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two (2) parties within ten (10) calendar days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within ten (10) calendar days, the Federal Mediation & Conciliation Service will be requested to provide a panel of five (5) arbitrators. Each of the two (2) parties will alternately strike one (1) name at a time from the panel list until only one (1) shall remain. The remaining name shall be that of the arbitrator. The arbitrator shall have authority only to interpret and apply the provisions of this Agreement and to decide the particular grievance submitted to him. He shall not have authority to add to, delete from or in any way modify, alter or amend any provisions of this Agreement. The fees and expenses of the arbitrator shall be borne equally by the Board and the Union.

(e) The time limits set forth above may be extended, at any step of the grievance procedure, by mutual agreement of the parties, provided that the request for an extension is made before the expiration of the original time limits.

Section 4. If the Union or any Employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure. Neither the Union, the Board, nor any Employee shall release information to the public media concerning a grievance until the grievance has reached the Fourth Step in the grievance procedure.

Section 5. An Employee shall be discharged or suspended only for proper cause. Before an Employee who has been suspended or discharged is required to leave the premises, the Chief Steward shall be summoned to an office designated by the Board for the purpose of being notified of the suspension or discharge and for the purpose of hearing the Employee's statement of his position. It is understood that this meeting does not constitute a Step in the grievance procedure. Any grievance involving the suspension or discharge of an Employee must be filed in writing within three (3) working days after the suspension or discharge occurs, and any such grievance shall start at Step 3 of the grievance procedure. This section shall not be applicable in the case of suspension or discharge of a probationary Employee.

#### ARTICLE IV

##### REPRESENTATION

Section 1. In the administration of this Agreement, the Union shall be represented by one (1) Chief Steward and by four (4) other stewards, one (1) representing day custodial personnel, one (1) representing night custodial personnel, one (1) representing maintenance personnel and one (1) representing Department of Transportation mechanics.

Section 2. Within ten (10) days following the signing of this Agreement, the Board shall notify the Union in writing of its supervisory setup, insofar as the administration of this Agreement is concerned, and the Union shall notify the Board in writing of the names of its five (5) stewards. Both parties agree to keep the other party informed in writing of changes in these designations.

#### ARTICLE V

##### SENIORITY

Section 1. Except as provided in Section 9 hereof, new Employees hired by the Board shall be probationary for the first ninety (90) calendar days of employment, exclusive of the period from dismissal of school in the spring to two (2) weeks prior to commencement of school in the fall. During the probationary period, the Board may terminate, discipline, suspend or otherwise act with respect to a probationary Employee without any restriction under this Agreement and without any review of such action under the grievance procedure. An Employee retained after completion of his probationary period shall be placed at the bottom of the seniority list and his seniority shall be dated as of the date of his original hire as a permanent Employee.

Whenever the term "seniority" is referred to herein, it shall mean the Employee's total length of service in the school district since his last date of hire in one (1) of the classifications comprising the bargaining unit. Whenever the term "classification seniority" is referred to herein, it shall mean the Employee's total length of service in the classification to which he from time to time has performed work on a permanent basis since his last date of hire.

Section 2. (a) In all cases of layoff, transfer in lieu of layoff, recall and job bidding within the bargaining unit, seniority or classification seniority, as the case may be, shall apply where Employees have the skill, ability,

qualifications and physical fitness to perform the work. It is understood and agreed that whenever the application of seniority (or classification seniority) is referred to in this Agreement, such application is subject to the provisions of this Section 2.

(b) In making determinations of skill, ability, qualifications and physical fitness, consideration will be given to skill, ability, qualifications and physical fitness as shown by the Employee's past work record and to previously demonstrated ability to learn job requirements within a reasonable period of time.

**Section 3.** (a) When in the sole, exclusive and final judgment of the Board it becomes necessary to reduce the work force, the following procedure will be observed, subject to the provisions of Section 2 of this Article:

(1) Probationary employees in the job classification to be reduced will be laid off first.

(2) In the case of all but the Engineer, Custodian-Engineer and Custodian classifications, if further reductions are necessary, they will be made on the basis of classification seniority and if further reductions are necessary in the Engineer, Custodian-Engineer and Custodian classifications, they shall be made on the basis of seniority; and, in either case, the Employees remaining in the classification after such reduction will be reassigned within the classification, to the extent necessary to perform the work available.

(b) An Employee displaced from his classification under (a) of this Section shall be assigned, on the basis of his seniority, to another classification in his same or lower labor grade, subject to the provisions of Section 2 of this Article.

(c) Employees who do not have sufficient seniority or do not have the necessary skill, ability and qualifications to be entitled to an assignment under the procedure outlined above, will be laid off; provided, however, that an Employee who, it is believed, lacks the requisite skill, ability and qualifications to perform the work of the job to which he is assigned on the basis of his seniority, shall not be laid off until he has been afforded an opportunity for a period of fifteen (15) working days to demonstrate satisfactory performance of the job to which he is being assigned.

(d) Following the layoff, Employees who have remained on the payroll will be recalled to their regular assignments in the reverse order in which they were laid off and Employees who have been off the payroll will be recalled to the payroll in the reverse order in which they were laid off to any classification and labor grade the work for which they are qualified and have the physical fitness to perform. During the time that any Employee is on layoff, no job posting shall be required when the number of Employees in the work force is to be increased and the vacancy can be filled by the recall of an Employee who is then on layoff.

(e) The Board shall give the Employees and the Union three (3) working days notice before a layoff.

(f) Employees laid off and desiring to retain their seniority rights must keep the Board informed as to their mailing addresses. Upon being notified by certified mail with a return receipt requested to report to work, Employees shall notify their supervisors of their intentions within forty-eight (48) hours after receipt of the recall notice and shall report to work within a period of five (5) working days after receipt of such notice unless the Employee can establish a

satisfactory reason such as illness or injury, for not returning to work within such five (5) day period.

(g) It is understood and agreed that there shall be no grievance filed by an Employee or the Union in connection with any layoff or recall, unless the grievance is presented to the supervisor within five (5) working days following notification to the Employee of his layoff or recall.

(h) When it has definitely been determined by the Board that a school closing will occur, personnel whose jobs will be eliminated shall be notified in writing as promptly as possible. Elementary school day custodians and elementary school day custodian-engineers can apply for transfer to the position of the least senior employee then in a day shift position in the same or lower pay grade. Custodians and custodian-engineers having the least seniority shall be notified of possible layoff or reassignment to be made at the start of the following school year. Such notification shall be given not later than (1) one week before school starts. Custodians may bid on any bid openings and the acceptance of the bid shall cancel out the reassignment to the day shift position held by the least senior employee. The provisions of Section 7 of this Article V shall be waived and shall not apply to reassignments and transfers occurring as the result of a school closing. Part-time employees, second shift employees and custodians with partial assignments to buildings involved in school closings shall not come under the provisions of this Section 3(h) but shall be subject to reassignment to meet the needs of the Board and will be governed by the regular layoff provisions of this Article V.

(i) Effective July 1, 1982, an Employee who has been absent from work due to a medical disability and who recovers and returns to work on a regular, permanent basis within one (1) year from the date such disability began, shall replace the least senior Employee then working in the same classification, in the same or any lower labor grade and on the same shift as the disabled Employee at the time such absence began.

Section 4. Seniority records shall be maintained by the Board and shall be available at all times and a copy shall be furnished to the Union.

Section 5. An Employee shall lose his seniority in the following manner:

(a) Absence from work for a period of one year, because of illness or injury not compensable under the worker's compensation law.

(b) If laid off for a period of time longer than one year.

(c) By quitting. If an Employee is absent from work more than three (3) consecutive days without notifying his supervisor, it will be assumed that he has terminated his employment.

(d) By discharge for just cause.

(e) By failing to report for work at the expiration of a leave of absence.

(f) Failure to return to work upon recall after layoff within five (5) days after the Board has given notice of recall as provided in Section 3 of this Article V; provided, however, that if at the time of the layoff the Employee is advised when to return to work, his failure to return on the day so designated shall be deemed to be a voluntary quit.

(h) By employment elsewhere during any leave of absence due to any cause other than layoff, except if such other employment is consented to by the Board.

**Section 6.** (a) When permanent vacancies occur in a bid group (bid groups are specified on Exhibit B hereto), except summer crew foremen, buildings and furnishings maintenance supervisor, receiving and warehouse supervisor and mechanical maintenance supervisor, which shall not be considered as biddable classifications, a notice will be posted in each building where bargaining unit Employees are employed for a period of two (2) working days. Employees desiring to make application for the position available shall so indicate by appearing, within two (2) working days after the notice is posted, at the Buildings and Grounds Office or Transportation Office and filling out an application form. In the event any Employee interested is absent on the day a job vacancy is posted, the Chief Steward will be furnished with a list of Employees absent on that day and the Chief Steward can make application for such absent Employee by filling out and submitting an application form but, in such event, the absent Employee will not be awarded the job unless the Chief Steward advises the Supervisor, Custodial Personnel or the Supervisor, Transportation Mechanics, as the case may be, that the absent employee will return to work within one (1) week after the application is submitted and the absent Employee does, in fact, so return to work within such one (1) week period; provided, however, that the requirement that an Employee return to work within a one (1) week period shall not apply during the time school is not in session over the summer vacation period. The notice shall specify the bid group within which the vacancy exists, the classification, the shift, the building location and the labor grade.

(b) In the case of Engineers, Engineer-Custodians, Custodian-Engineers and Custodians, the Board shall have the right to permanently assign or transfer Employees between different job assignments on the same shift in the same labor grade within the same building or combination of buildings, and no biddable vacancies shall be deemed to exist when the vacant job can be filled by the Board in such manner. In the case of all other classifications and bid groups, the Board shall have the right to permanently assign or transfer employees between different job assignments in the same labor grade within the same bid group and no biddable vacancies shall be deemed to exist when the vacant job can be filled by the Board in such manner. Employees shall be required to perform, as a part of their regular and permanent assignment, any and all work encompassed by the classification and bid group to which assigned, which is in the same or a lower labor grade. The Board reserves the right to establish jobs which require the performance of duties in more than one building.

(c) Pending the filling of a vacancy through the procedure set forth in this Section, the Board may fill the vacancy by temporary assignment. It is agreed that an Employee who is awarded a job under the provisions of (a) of this Section will be promptly notified of his successful bid and will be transferred to such job within fifteen (15) working days after the job has been awarded to him or if transfer is not feasible or practicable within such fifteen (15) working day period, will be informed as to the date the transfer will be made. Promptly following the award of a job through the posting and bidding procedure, the Chief Steward will be notified in writing as to the names of the bidders and to whom the job was awarded and all bidders on the job will be notified as to the name of the successful bidder.

(d) Employees shall be limited to two (2) successful bids once every twelve (12) months. It shall be considered a bid when an Employee bids on a

posted vacancy and then (1) accepts the award; or (b) refuses to accept the award.

(e) Vacancies that shall be less than sixty (60) working days and temporary job assignments shall not be bid but shall be filled by transfer. Openings created by the filling of vacancies under the provisions of (a) of this Section will not be posted until expiration of the twenty (20) working day trial period referred to in Section 7 and during the interim, the vacancy will be filled by temporary assignment; provided, however, that the Board may waive the twenty (20) day trial period and immediately post such vacancy if it is satisfied that the Employee on the new job has the necessary skill, qualifications, ability and physical fitness to satisfactorily perform the duties of the same. In order to fill temporary vacancies, the Board may transfer Employees out of their regular assignments and into other assignments in the same or different classification or bid group.

Section 7. An Employee awarded a vacancy shall be given a fair trial in the new job, which trial period will continue for a period of twenty (20) working days and at any time during such period, the Board may determine that the Employee does not have the necessary skill, qualifications, ability and physical fitness to satisfactorily perform the duties of the new classification and labor grade. During the first ten (10) working days on the new job, the Employee may elect not to continue in the assignment. If the Board determines that the Employee cannot satisfactorily perform the duties of the new classification and labor grade or if the Employee elects not to continue in the assignment, the Employee shall be returned to his former position.

Section 8. Part-time Employees shall only accrue seniority on a pro-rata basis, based upon a normal work week of forty hours (e.g. an Employee who works only half time, will accrue seniority at one-half the rate of a full-time Employee).

Section 9. The Board in its sole discretion may hire substitute custodial Employees from time to time to take the place of regular custodial Employees who are absent and such substitutes shall not be subject in any way to the terms and conditions of this Agreement. It is further understood that the Board will not hire two (2) part-time substitutes to take the place of one (1) regular full-time Employee.

## ARTICLE VI

### HEALTH PROVISIONS

Section 1. Physical examinations shall be required of all job applicants prior to their employment by the Board. Such job applicants shall submit to examinations by a physician designated by the Board and the results of the examinations will be submitted to the Board on a form prescribed by the Business Manager. The Board shall assume the cost of such physical examination. The designation by the Board of the physician to conduct the pre-employment examination, shall not constitute such physician an agent or employee of the Board and the Board shall not be liable or responsible for any diagnosis, treatment or care administered or prescribed by such physician.

Section 2. An Employee whose physical well-being may be in doubt in the opinion of the administration shall present satisfactory physical examination results when required to do so. The Board may require such examination to be performed by a physician selected by the Board and the Board will assume the full

cost relating thereto.

Section 3. Any Employee with a communicable disease will be excused from the performance of services for such time as may be necessary to effect a cure. During such absence, accumulated sick leave shall be applied.

Section 4. All physical examinations will be taken on the Employee's own time.

Section 5. After completion of an Employee's probationary period, an Employee who is required by the Board to wear prescription safety glasses while on the job shall be reimbursed for the cost of a replacement pair of such glasses, when such replacement is necessitated by normal wear and tear or a change in optical prescription, not to exceed one replacement every three (3) years.

The Board shall have no responsibility for the cost of the eye examination or fitting. The Employee shall be responsible for the full replacement cost of prescription glasses lost or in need of replacement because of extraordinary wear and tear. The Board shall make available without cost to the Employee non-prescription safety glasses.

## ARTICLE VII

### LEAVES OF ABSENCE

Section 1. Sick Leave. (a) Employees shall accrue sick leave at the rate of 1 1/4 days of sick leave for each complete calendar month of employment. In the event of personal illness or injury, the Employee will continue to receive pay at his regular rate and will continue to be provided group insurance coverage until his sick leave is exhausted. Unused sick leave days shall be accumulated from year to year to a maximum of two hundred (200) days, from all sources.

(b) If an Employee completes a full contract year (July 1 - June 30) of employment without missing any work because of personal illness or injury that would entitle the Employee to apply sick leave, the Employee will be granted one paid day off work. Such day off will be scheduled by mutual agreement of the Employee and Board and must be taken during the months of July and August only.

Section 2. Immediate Family Illness. Employees shall be allowed a maximum five (5) working days absence in the aggregate in any one (1) contract year in the case of (i) hospitalization of the Employee's spouse, parent, child, sister or brother, (ii) out-patient procedure at the hospital, performed on such individuals or (iii) home care (the need for which is verified by the physician) immediately following and associated with (A) hospitalization of such individuals or (B) out-patient surgery at the hospital performed on such individuals. A maximum of two (2) days per year out of the five (5) days allowed for the purpose of immediate family illness leave can be used for the purpose of "home care" as referred to in clause (iii) above. Absence for immediate family illness leave purposes shall be without loss of pay and shall not be charged against the Employee's accrued days of sick leave. These Immediate Family Illness Leave provisions shall extend to the Employee's grandchild, if (i) the Employee is the legal guardian of the grandchild or (ii) the Employee is the primary caregiver for the grandchild and the grandchild regularly resides in the Employee's household with no parent of the grandchild regularly residing in such household.

Section 3. Maternity Leave. (a) Any pregnant Employee who desires to continue the performance of her duties during the period of her pregnancy may continue to do so provided that her health and work efficiency are not affected and that she is physically capable to continue to perform her duties.

(b) The determination of the dates maternity leaves shall commence and terminate shall be made by the Business Manager after consultation with the Employee and pursuant to the provisions hereinafter set forth. The date of commencement and termination of maternity leaves shall be the date medically established as hereinafter provided. If the Employee plans to return to work following childbirth, she shall report to work within fifteen (15) days of the date of discharge from the hospital unless such resumption of duties is not medically advisable, as hereinafter provided.

(c) Paid sick leave benefits for maternity to the extent of an Employee's accumulated earned sick leave shall be paid only during the time of medical confinement, which shall be the time medically established for termination and recommencement of duties as hereinafter provided.

(d) Where maternity leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the Employee to the Business Manager. An application shall be accompanied by the statement of the Employee's physician. Such extensions or reduction shall be granted for the time medically indicated.

(e) The determination of whether the Employee is capable of continuing work during pregnancy or whether she is capable of returning to work following childbirth and whether her health and work efficiency will be adversely affected, shall be made in consultation with the Business Manager, the Employee and, if necessary, the Employee's physician, and may also be in consultation with a physician of the Board's selection. In the event of a difference of opinion between the Employee's physician and the Board's physician, a third physician (chosen by the Employee and the Board or in the event they cannot agree, by the Marshall County Medical Society) shall render an opinion on the issue of medical capacity to continue or resume the performance of duties, which opinion shall be binding on the parties.

Section 4. Personal Leave. (a) All Employees shall be granted paid, personal leave at the rate of one (1) day during each school year, except that newly employed personnel will receive two (2) days of personal leave during the first school year of employment (prorated, if less than twelve (12) full months of employment as of June 30). Unused personal leave days shall be accumulated from year to year to a maximum of five (5) days. After five (5) days have accumulated, accrued personal leave days thereafter will be added to the Employee's accumulated sick leave days, provided that the total number of accrued sick leave days shall not exceed two hundred (200).

(b) Personal leave is to be used primarily for the purpose of transacting necessary business which cannot be conducted during non-school hours or non-school days. Personal leave shall be at the discretion of the Employee but in order to assure adequate staffing, any Employee desiring personal leave shall submit a request for the same in writing to the Employee's supervisor (Supervisor, Custodial Supervisor; Supervisor, Maintenance Personnel; or Supervisor, Transportation Mechanics, as the case may be) at least two (2) work days in advance of the requested leave day. In the case of an emergency, permission for such leave may be sought in person or by telephone with the written statement presented to the Employee's Supervisor upon the Employee's return. Should an

unusual number of personal leave requests occur on one day causing a staffing problem, the Supervisor shall have the discretion to grant only those requests for which adequate substitutes may be obtained.

(c) Except in case of an emergency, no personal leaves shall be granted for the day immediately preceding or the day immediately following a holiday or for the day immediately preceding the commencement of vacation or the day immediately following the end of a vacation period. Neither shall any personal leave of absence be allowed or recognized during any form of a work stoppage.

(d) No personal leave of absence without pay shall be granted for any purpose unless the Employee can establish to the satisfaction of his supervisor that an emergency exists which requires the Employee's absence from work, in which event, the supervisor, in his discretion, may grant such leave dependent upon the availability of a substitute.

Section 5. Jury Duty Leave. An Employee who is called for jury service or for a court appearance under subpoena (excluding cases in which he, the Board or the Union is a party) shall be entitled to jury duty leave on the days on which the Employee so serves or is required to appear and he shall receive, for each such day of jury service or subpoenaed appearance, the difference between his normal pay for that day and the compensation received for such jury service or court appearance.

Section 6. Bereavement Leave. In the case of a death in an Employee's immediate family, the Employee shall be granted permission to be absent from duty for a period of five (5) days without loss of pay. The Employee's "immediate family" is defined as his spouse, child, parent, brother, sister, spouse's parents, spouse's brothers and sisters, spouse's child by a former marriage, and a grandchild regularly living in the Employee-grandparent's home as his permanent home.

In the case of the death of a grandparent, grandchild, son-in-law or daughter-in-law, the Employee shall be granted permission to be absent from work for two (2) days to permit the Employee to attend the relative's funeral. If the funeral is at a location more than one hundred (100) miles distant from Marshalltown, Iowa, time off in excess of two (2) days will be considered in connection with the request for a leave of absence, for personal leave time, or, if the Employee qualifies for daily increments of vacation under Section 1(5) of Article XI, in connection with a request for such incremental vacation.

In the case of the death of the following relatives, the Employee shall be granted permission to be absent from work for one (1) day in order to permit the Employee to attend the relative's funeral: uncles, aunts, nieces, nephews, and first cousins of the Employee and his spouse. If the funeral is at a location more than one hundred (100) miles distant from Marshalltown, Iowa, time off in excess of such one (1) day will be considered in connection with a request for a leave of absence, for personal leave time or, if the Employee qualified for daily increments of vacation under Section 1(5) of Article XI, in connection with a request for such incremental vacation.

Except in the case of an absence in excess of two (2) days with respect to the death of a grandparent or a grandchild and in excess of one (1) day with respect to the death of the more remote relatives referred to in the immediately preceding paragraph, there will be no deduction from pay for bereavement leaves granted under this Section 6.

Section 7. Adoption Leave. (a) An Employee may be granted a paid leave of absence, not to exceed a total of ten (10) consecutive working days, in the

case of the Employee adopting a child. Such paid leave days shall be charged to the Employee's accrued sick leave.

(b) Application for a leave of absence due to an adoption shall be submitted in writing by the Employee as far in advance of the contemplated leave period as possible.

## ARTICLE VIII

### DUES DEDUCTION

Section 1. Any Employee who is a member of the Union or who has applied for membership may sign and deliver to the Union an assignment form authorizing the payroll deduction of Union dues and the Union shall transmit such assignment form to the Board. Changes in the amount of dues which will be deducted, whether an increase or a decrease, must be presented to the Board on or before July 1 for the ensuing school year.

Section 2. Pursuant to such authorization, the Board shall deduct each month from the regular salary check of the Employee the amount of monthly Union dues as specified by the Union.

Section 3. The dues deduction authorization shall continue in effect from year to year, but may be terminated by the Employee at any time by giving a thirty (30) day written notice to the Board.

Section 4. The Board shall transmit to the Union the total monthly deduction for Union dues each month and shall provide a list of the Employees for whom deductions are made.

Section 5. The Board shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from an Employee's compensation earned.

Section 6. The Union agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims, costs, including reasonable attorney's fees, suits or other forms of liability, and all court costs arising out of the application of the provisions of this Article.

## ARTICLE IX

### HOURS OF WORK AND OVERTIME

Section 1. Except as provided in Section 2 hereof and subject to the rights of the Board at any time to effect changes in scheduled shift hours when operating requirements make it necessary, the regular shift hours shall be as follows:

(a) Subject to Section 1(d) of this Article IX, first shift hours for all personnel, other than transportation mechanic personnel and maintenance personnel assigned to the central Buildings & Grounds facility, shall be from 7:00 a.m. to 4:00 p.m. First shift hours in the case of transportation department personnel shall be on a staggered basis among the Employees assigned to such duties, as the Board in its discretion may, from time to time, determine, with such hours to be from 7:00 a.m. - 4:00 p.m., 7:30 a.m. - 4:30 p.m. and 8:00 a.m. - 5:00 p.m. First

shift hours for maintenance personnel assigned to the central Buildings & Grounds facility shall be from 7:00 a.m. to 3:30 p.m. All personnel assigned to the central Buildings & Grounds facility shall be scheduled for a one-half hour unpaid lunch period; all other personnel shall be scheduled for a one (1) hour unpaid lunch period. All personnel shall be scheduled for two (2) fifteen minute paid rest periods, one (1) in the morning and one (1) in the afternoon. Lunch periods and rest periods shall occur at such times as the Board may from time to time designate.

(b) Second shift hours shall be from 3:15 p.m. to 11:15 p.m. in the elementary school buildings and from 3:30 p.m. to 11:30 p.m. at the junior high/middle schools and at the senior high school with a 20-minute paid lunch period and with one 10-minute paid rest period, such lunch period and rest period to occur at such times as the Board may from time to time designate.

(c) During the summer, when school is not regularly in session, the first shift hours shall be from 7:00 a.m. to 3:30 p.m., with a 30-minute unpaid lunch period and one (1) 20-minute paid rest period in the morning and one (1) 10-minute paid rest period in the afternoon, such lunch period and rest periods to occur at such times as the Board may from time to time designate.

(d) The work schedules of certain individual Employees and departments may be varied by the Board as operating requirements dictate and the Union will be kept advised of any such variations from the normal schedule.

(e) All Employees will remain at their job sites during rest periods and paid lunch periods and will return to work promptly upon conclusion of such periods.

Nothing in this Section shall be construed as a guarantee of hours of work per day or per week. It will continue to be the policy of the Board to avoid, to the maximum extent consistent with efficient operations, the scheduling of less than forty (40) hours of work (inclusive of paid holidays) per week; and before instituting any such schedule, the Board will consult with the Union as to the need therefor and the probable duration of such schedule, but such a schedule will not continue for more than thirty (30) days duration.

Section 2. (a) The Board may require Employees regularly assigned to a building to perform Sunday building checks and such Employees will be compensated at a minimum of one (1) hour for all but buildings with pools and two (2) hours for buildings with pools, but only when pools are in operation, such time to be paid at the rate of time and one-half, even though such Employee may not have worked a full forty (40) hours that work week.

(b) The Board may assign building checks on Saturdays and holidays as a part of an Employee's regularly assigned work and compensate him at his regular rate of pay for work done on Saturdays and holidays, irrespective of the number of buildings checked.

(c) The Board may also assign Saturday and holiday building checks to any other Employees by giving twenty-four (24) hours advance notice and in this event, he will be paid for the time actually spent at his regular rate of pay (or at time and one-half plus holiday pay pursuant to Section 1 of Article X if the work is performed on a holiday).

(d) Employees required to perform building checks on Saturday will not be required, against their will, to take compensating time off during the week.

(e) Employees assigned to holiday or weekend building checks who are not able to carry out those responsibilities must notify the supervisor not later than 9:00 a.m. on the last workday preceding the holiday or weekend and the supervisor shall be responsible for assigning a substitute.

(f) The two-hour minimum call back pay (Section 5 of this Article IX) does not apply to weekend and holiday building checks.

(g) In those situations where second-shift Employees are performing work on Saturday on a rotational basis as a part of their regularly assigned responsibilities, such Employees, subject to the provisions of this subsection, may notify the Supervisor, Custodial Personnel, not later than one (1) week prior to the commencement of school in the fall, that such Employees have elected not to work the split shift on Friday and Saturday and to work instead a full eight (8) hour shift on Saturday, provided that all such Employees assigned to the same building elect to follow such Saturday work schedule. Once such work schedule is adopted, there shall be no change in the same without at least one (1) week notice to and approval of the Supervisor, Custodial Personnel.

Section 3. If an Employee is compensated for more than forty (40) hours in any given work week, the hours in excess of forty (40) will be compensated at one and one-half times his regular rate of pay.

Section 4. There shall be no pyramiding or duplication of overtime payments and no Employee will be paid more than one (1) overtime premium for the same hours worked.

Section 5. The Board may schedule overtime work from time to time as it deems necessary and Employees will be required to work such scheduled overtime provided they are given notice of the same at least twenty-four (24) hours in advance. Such twenty-four (24) hour advance notice does not apply in the case of emergency overtime, including, but not limited to, snow removal, flooding, storm damage clean-up, vandalism and equipment malfunction. An Employee who is called to perform work at a time other than immediately preceding or immediately following his regularly scheduled shift shall be provided with a minimum of two (2) hours of work or pay in lieu thereof, but this sentence does not apply to weekend or holiday building checks.

Section 6. Employees who are required by the District to work outside of their regularly scheduled work hours may elect one of the following options:

(a) Take compensatory time off on an hour-for-hour basis (no premium) within the same work week, provided the necessary arrangements are made with the Employee's supervisor;

(b) If such work schedule results in entitlement to overtime pay as provided in Section 3 of this Article IX, to receive such overtime pay;

(c) If such work schedule results in entitlement to overtime pay as provided in Section 3 of this Article IX, to forego the overtime pay and in lieu thereof, take compensatory time off in accordance with the following:

(i) Subject to the following provisions of this subsection 6(c), take one and one-half hours off work for each hour of overtime worked.

(ii) The compensatory time off must be scheduled in advance with the approval of the Employee's supervisor and must be taken by the end of the

contract year in which the overtime hours were worked. If not taken within such period, the Employee will receive overtime pay in lieu of the compensatory time off.

(iii) For purposes of this subsection 6(c) no more than 21.33 hours of overtime (thirty-two hours of compensatory time off) may be accumulated by any Employee at any time.

(iv) No compensatory time off may be carried forward from one contract year to the next. Any compensatory time off not scheduled and taken by the end of the contract year will be compensated for at the Employee's rate of pay at the time the overtime hours were worked.

(v) Approval of the Employee's supervisor is required whenever an Employee is working other than a regular schedule.

(vi) In order to implement and accurately administer the compensatory time off provided for in this subparagraph 6(c), time sheets will be made out on a weekly basis.

Notwithstanding the foregoing, transportation mechanic personnel and maintenance personnel assigned to the central Buildings and Grounds facility who work overtime at the end of their regular shifts shall, with respect to any overtime not in excess of one-half hour, take an equal amount of time off at the end of his following work day within the same work week. To the extent such overtime exceeds one-half hour in duration, the optional compensatory time off provided for above in this Section 6 shall apply.

Section 7. Employees shall prepare at the beginning of each school year (but not later than September 15) in consultation with the building principal and the Supervisor, Custodial Personnel, a work schedule setting forth the general nature of the tasks to be performed by that Employee during the course of a normal work day and the time when such tasks are to be performed.

Section 8. Part-time Employees (i.e. those whose normal work week is for less than forty (40) hours) will participate pro rata with respect to paid holidays, vacations and leaves of absence under Article VII, but will not participate in any of the group insurance programs described in Article XII hereof.

## ARTICLE X

### HOLIDAYS

Section 1. Time and one-half shall be paid for all work performed on holidays.

Section 2. Straight time shall be paid for all holidays not worked to all Employees who then are on the active regular payroll and who have worked the entire regular scheduled shift on both the last regular scheduled work day before the holiday and on the first regular scheduled work day after the holiday unless excused by the Board because of an authorized leave of absence.

Section 3. If a holiday falls during an Employee's vacation, the Employee may choose to take that paid holiday either on the work day immediately preceding or immediately following the vacation period or on the day the holiday falls, in

which event, the Employee will receive no additional time off but will receive pay for such holiday.

Section 4. Employees who have not been on the payroll for thirty (30) calendar days at the time the holiday occurs shall not be entitled to receive any of the benefits under this Article X.

Section 5. The following nine (9) days will be observed as paid holidays: Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and four (4) other holidays to be designated by the Board. Such other holidays will normally consist of Friday following Thanksgiving, Christmas Eve Day, Good Friday, and Memorial Day, but if any of such days, as a result of school scheduling, is not observed as a paid holiday, an alternate day shall be selected, pursuant to mutual agreement between the Board and the Union.

## ARTICLE XI

### VACATIONS

Section 1. The "vacation year" which shall be used in computing the amount of vacation time and payment shall be from June 1 to May 31, both inclusive, of each year. An Employee's vacation entitlement will be based upon his length of service as of June 1 of each year, which vacation shall then be taken during that June or during July or August immediately following. Eligibility for and entitlement to vacation will be based upon the provisions of Section 2 and Sections 4(a) and (b) of this Article XI. The following rules shall govern the scheduling of vacations:

(1) Subject to the final right of the Board at all times to schedule vacations in order to insure the continued and efficient operation of all departments, the Board will schedule vacations so as to give first preference in each department to the most senior Employees, provided their requests for vacation are submitted in writing not later than May 1 of each year. All requests for vacations received thereafter shall be honored solely on the basis of the order in which submitted to the Supervisor. In any event, requests for vacations must be submitted in writing at least two weeks in advance of the period during which the vacation is to be taken.

(2) All vacations for Employees (whether custodial or maintenance) assigned to a building must be taken between the dismissal of school in the spring and two (2) weeks prior to school starting in the fall, provided, however, that Employees entitled to more than two (2) weeks of vacation may take one (1) week of that vacation during some other time of the year based upon the following: (i) a maximum of five (5) Employees may take one (1) week of vacation time off any time during the school year but not more than one (1) Employee can be gone at any one time; (ii) up to five (5) Employees may take one (1) week of vacation time off during the school Christmas vacation shutdown, but no more than one (1) Employee per building can be gone at any one time; (iii) all other Employees entitled to more than two (2) weeks of vacation may take one (1) week of that vacation time off during the school spring break. All requests for vacation time off other than during the period between the dismissal of school in the spring and two (2) weeks prior to school starting in the fall must be submitted not later than July 1 immediately preceding the school year and in determining those requests, seniority will be the governing factor.

(3) All vacation times must be approved by the appropriate Supervisor at least two (2) weeks in advance of the period in which the vacation is to be taken.

(4) Vacations must be taken in minimum periods of at least one (1) week's duration; provided, however, that Employees who qualify under Section 1(5) hereof for daily increments of vacation can take up to a maximum of five (5) days of vacation on a daily incremental basis.

(5) (a) Subject to the last sentence of this subsection, custodial Employees entitled to more than two (2) weeks of vacation may take up to a maximum of five (5) days of vacation in increments of not less than a full continuous shift and have such time off applied as vacation time under the following conditions: The Employee must obtain approval of such vacation arrangement from his Supervisor as far in advance as possible, but such approval must be obtained no later than five (5) working days in advance of the shift on which vacation is to be applied; provided, however, that in the event of an emergency such approval must be obtained not later than two (2) hours prior to the start of the shift on which vacation is to be applied. Time taken off without the prior approval of the Supervisor as provided above may not be counted as vacation time. At the Employee's request, the District will attempt to schedule vacation time off for Employees who qualify under this subsection in minimum increments of one-half shifts (rather than full shifts).

(b) Subject to the last sentence of this subsection, all Employees other than Custodial Employees referred to in Paragraph (5)(a) above may take vacation time off in daily increments of not less than a full continuous shift (eight hours) under the following conditions: The Employee must obtain approval of such vacation arrangement from the Director of Buildings and Grounds or the Director of Transportation as far in advance as possible, but such approval must be obtained no later than five (5) working days in advance of the shift on which the vacation is to be applied; provided, however, that in the event of an emergency such approval must be obtained no later than two (2) hours prior to the start of the shift on which vacation is to be applied and provided further that no more than three Employees may be gone on daily or half daily increments of vacation at the same time. Time taken off without the prior approval of the Director of Buildings and Grounds or the Director of Transportation, as the case may be, may not be counted as vacation time. At the Employee's request, the District will attempt to schedule vacation time off for Employees who qualify under this subsection in minimum increments of one-half shifts (rather than full shifts).

Section 2. (a) To be eligible for full vacation pay, an Employee must have been compensated for 2,040 hours during the twelve-month period immediately preceding June 1 of each year. If an Employee has been compensated for less than 2,040 hours during such twelve-month period, his vacation pay entitlement and vacation time off shall be determined by dividing the total hours for which compensated during such twelve-month period by 2,040 hours and multiplying that result times the number of hours of vacation to which the Employee is entitled under Section 4(a) hereof.

(b) An Employee who, because of injury or illness covered by a doctor's excuse, is not compensated for at least 2,040 hours during the twelve-month period immediately preceding June 1 of each year, but who is compensated for at least 2,000 hours during such period will be entitled to receive full vacation pay and his vacation entitlement if he is compensated for less than 2,000 hours will be prorated as described in Section 2(a) above, but using 2,000 hours as the denominator rather than 2,040.

(c) Pro-rata vacation time off under Sections 2(a) or 2(b) above will be calculated to the nearest full eight hour work day.

(d) Any time lost from work because of worker's compensation claim will, for the purposes of this Section 2, be counted as time actually worked and hours actually compensated for the purpose of determining entitlement to vacation pay.

Section 3. Subject to the provisions of Section 1(2) of this Article XI, vacations earned as of June 1 must be taken during the twelve-month period commencing as of that June 1 and cannot be accumulated from one year to the next. Employees who are entitled to more than two weeks of vacation may, at their option and with the Board's consent, receive pay, calculated in accordance with Section 4(b) of this Article XI, in lieu of time off for any vacation entitlement in excess of two weeks.

Section 4. Paid vacation will be granted in accordance with the following schedule to Employees who are on the payroll and have at least eight (8) months of continuous service with the Board as of mid-night May 31 of the year in which the vacation is to be taken.

<u>Length of Continuous Service as of Midnight May 31</u>	<u>Hours of Vacation Pay</u>
8 months but less than 1 year, 8 months	40 hours
1 year, 8 months but less than 8 years	80 hours
8 years but less than 15 years	120 hours .
15 years but less than 20 years	160 hours
20 years and over	200 hours

Employees with less than eight (8) months of continuous service as of June 1, 1988 or as of June 1, 1989, as the case may be, will be entitled to vacation in June, July or August of such year in accordance with the following:

<u>Length of Continuous Service as of Midnight May 31</u>	<u>Hours of Vacation Pay</u>
At least 7 months	30 hours
5 - 7 months	20 hours
3 - 5 months	15 hours
2 - 3 months	10 hours
Less than 2 months	None

(b) An Employee's full vacation pay will be calculated by multiplying the number of hours of vacation pay to which he is entitled under (a) of this Section as modified by Section 2 of this Article XI by the Employee's full hourly rate of pay in effect at the time the vacation is taken. An Employee who "cashes in" his excess vacation hours under Section 3 with the Board's consent will be compensated for such time at his rate of pay in effect as of the immediately preceding June 30.

ARTICLE XIIINSURANCE

Section 1. (a) The group hospital, surgical, major medical, drug, dental and vision insurance coverage for all full-time Employees covered by this Agreement shall be the Modified C4 Plan of the Central States Southeast and Southwest Areas Health and Welfare Fund. Such coverages shall be effective as of July 1, 2006.

(b) The premium charges for the Modified C4 Plan for the year covered by this Agreement are as follows:

<u>Year</u>	<u>Premium Per Month</u>	
	<u>Single</u>	<u>Family</u>
7/1/11 - 6/30/12	474.50	1,177.37

For the term of this Agreement (7/1/11 - 6/30/12), the Board, based upon the above premium rates, will pay for the full cost of single coverage for Employees electing such coverage (\$474.50 per month) and will pay for Employees electing family coverage the sum of \$800.61 per month and such Employees will pay the balance of the cost for such coverage in the amount of \$376.76 per month. The parties agree that the Modified C-4 Plan of the Central States, Southeast and Southwest Areas Health and Welfare Fund shall remain in effect during the 2012-2013 contract year with the premium sharing expense between the Board and the Employees to be the subject of negotiations for the 2012-2013 contract year. The amount to be paid by Employees shall be deducted from the wages of such Employees with the first such deduction occurring on the first pay day following June 30, 2011 and subsequent deductions occurring on the first pay day of each month thereafter. The Board's contribution toward the cost of insurance coverage, as well as amounts deducted by the Board from Employee wages shall be remitted by the Board monthly to the insurance carrier for the custodial insurance plan, accompanied by a listing of all Employees for whom such remittance is being made. The Union shall inform the Board at least two (2) weeks in advance of each monthly pay day as to the names of all Employees covered by the custodial insurance plan and the type of coverage (single or family) in effect for each Employee.

The premium charges for the Modified C4 Plan for the year following the year covered by this Agreement are as follows:

<u>Year</u>	<u>Premium Per Month</u>	
	<u>Single</u>	<u>Family</u>
7/1/12 - 6/30/13	527.37	1,313.00.

(c) For purposes of determining the number of single policies and the number of family policies and, thus, the amount of the Board's contribution to the cost of the custodial insurance plan, the Employee must select not later than May 15 of each year, the same single or family coverage for all insurance coverages in which participating and may not change that election during the insurance contract year, except that an Employee who elects dependent coverage may change to single coverage in the event of the death or other loss of the dependent or the divorce of the Employee and an Employee who marries or acquires a dependent may elect dependent coverage at any time. Any such changes in coverage must be effective as of the first day of the calendar month and such changes will also result in a corresponding change in the number of single and family coverages, as the case may

be, for which remittance is made by the Board to the insurance carrier or any insurance plan trustee.

(d) In addition to the full-time Employees covered by this Agreement, there shall also be included in the custodial insurance program, those full-time employees taking early retirement as referred to in Section 5 of this Article XII. The Board shall have no obligation to contribute to the cost of coverage for such retired employees except as provided in said Section 5.

(e) Except for making the contribution and remittance to the carrier or trustee of the custodial insurance plan as referred to in Section 1(b) above, the Board shall have no liability or responsibility of any kind, nature or description relating to the custodial insurance program. The Union shall be fully and completely responsible for all aspects of the custodial insurance program, including, without limitation, determining the carrier, arranging for any third-party administrator, fixing the coverages and benefits to be provided to the Employees and any others participating in the custodial insurance program, handling, submitting and processing all claims, administering all aspects of the insurance program (including premiums, deductibles, co-insurance amounts and membership fees), maintaining all records, providing all advice and information to plan participants and preparing and filing any and all reports and required information with any governmental agency and the District shall have no responsibility or involvement with any of such matters.

(f) Eligibility of Employees, current retirees and any future Employees and retirees to participate in the group insurance program referred to hereunder shall be determined by the Central States Modified C4 Plan Document and the nature and extent of coverage, the time such coverage becomes effective and the benefits to be provided under the plan shall be determined by the terms of the Central States Plan and the Board shall have no responsibility or liability with respect thereto. Neither shall the Board be required to make any contribution toward the cost of coverage for any Employee or retiree who is not eligible, for any reason, to participate in the Central States Plan and to receive the benefit of its coverages.

(g) Upon expiration of this Agreement, the Board will no longer have any obligation to contribute any funds to the Central States Southeast and Southwest Areas Health and Welfare Fund for insurance coverage after the expiration date of this Agreement.

Section 2. The long-term disability and accidental death and dismemberment insurance program for full-time Employees as in effect immediately prior to the effective date of this Agreement will be continued in effect during the term of this Agreement.

Section 3. The group term life insurance program for full-time Employees as in effect immediately prior to the effective date of this Agreement will be continued in effect during the term of this Agreement, with coverage in the amount of \$25,000.00.

Section 4. In the case of a work-connected disability, the Board will continue to pay for full-time Employees its regular contribution toward the cost of the custodial group insurance program for a maximum period of one (1) year. After such Employee has been disabled for one (1) year, the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) regarding continuation of insurance coverage will apply. The affected Employee may maintain coverage under the custodial group insurance program only. In the case of a non-work connected

disability, the Board will continue to pay for full-time Employees its regular contribution toward the cost of the group insurance program for a period of thirty (30) days following exhaustion of the Employee's sick leave. Thereafter, such an Employee may elect to continue the group insurance program in effect for such number of weeks as may be allowed by the Modified C4 Plan by assuming and paying the full premium for such coverage. If the Employee has not returned to work by the end of such period, his group insurance coverage will terminate.

Section 5. Effective July 1, 1987, there shall be established a voluntary insurance program for full-time Employees retiring from active service with the Employer after attaining 60 years of age and prior to attaining 65 years of age, under which the Employer shall continue to pay the same amount toward the premium cost of group hospital and surgical insurance coverage as the Employer was paying immediately prior to the Employee's retirement date, measured by the number of days of accrued and unused sick leave standing to the Employee's credit at his retirement date, in accordance with the following:

(a) An Employee must be a full-time Employee, must have attained at least 60 years of age and must retire prior to attaining 65 years of age. The Employee shall notify the Employer, at least 60 days in advance, of the Employee's intent to retire and to claim the benefit of the program described in this Section 5, and retirement shall be effective as of the first day of any calendar month after the 60 day notification period has elapsed.

(b) The Employer will continue to pay toward the cost of group hospital and surgical insurance coverage a sum for single coverage equal to the amount being paid by the Employer for single coverage under the insurance program at the time of early retirement. The Employer will continue to pay toward the cost of group hospital and surgical insurance coverage for family coverage, if family coverage is in effect at the time of early retirement, a sum equal to that being paid by the Employer for family coverage under this insurance program at the time of early retirement and the balance of the cost of such coverage will be paid by the retired Employee.

(c) The insurance coverage referred to in this Section 5 shall be the coverage in effect from time to time applicable to regular full-time custodial employees, subject to the retiree meeting all eligibility requirements for retiree coverage and retiree participation under the Central States Modified C4 Plan as in effect for regular full-time custodial employees.

(d) In order to be eligible to participate in the benefit program described in this Section 5, the retiring Employee must have at least 65 days of accrued and unused sick leave standing to his credit as of his early retirement date.

(e) The Employer shall continue the payments provided under Section 5(b) above for twelve calendar months for each 65 days of unused sick leave and for any days of unused sick leave in excess of 65 days (or in excess of 130 days), the Employer shall continue such payments at the rate of one month of coverage for each 6 days of unused sick leave.

(f) The Employer's payments hereunder, if not earlier exhausted under Section 5(e) above, shall cease as of the first day of the month in which the retired Employee attains 65 years of age or becomes ineligible for further coverage under the Central States Modified C4 Plan, whichever event first occurs. The Employer's payments hereunder shall also cease in the event of the death of the retired Employee. In such case the Employer's payments shall cease as of the

first day of the month following the month in which the retired Employee's death occurs and the Employer shall thereafter have no further liability of any kind under this Section 5.

### ARTICLE XIII

#### WAGES

Section 1. Except for Employees hired after July 1, 1994 who have not advanced to the regular wage rate for the job to which assigned, wage rates for all other Employees will be continued in effect at the same rate during the term of the 2011-2012 contract.

Section 2. The applicable wage rates are set forth on Exhibit F, which by this reference thereto is made a part hereof. Tier II Employees (i.e., those Employees hired after July 1, 1994 who have not advanced to the regular wage rate for the job to which assigned as of July 1, 2011) will continue to receive, as reflected on Exhibit F, the incremental increases of 50¢ per hour every six (6) months until such Employee has attained the hourly rate of the labor grade to which assigned or has completed five (5) years of continuous service, at which time such Employee will receive the hourly rate for the labor grade to which then regularly assigned.

Section 3. When the Board proposes to install a new job classification or to revise an existing job classification, it shall promptly notify the Union of the title, duties, requirements and responsibilities of such new or revised classification, and of the Labor Grade in which the Board proposes to place such new or revised classification. The Union shall have ten (10) working days from the date of such notification to advise the Board in writing of any objections to the Labor Grade proposed by the Board for such new or revised classification; and if no objection is raised by the Union within this period, the Labor Grade proposed by the Board will be considered correct for the new or revised classification. If the Union does raise an objection and if the matter is not settled by mutual agreement within five (5) working days after the Union has advised the Board in writing of its objection to the Board's proposed Labor Grade for the classification, the matter may be taken up through the grievance procedure, commencing with Step 3. During the period that the procedures herein outlined are being followed, the job classification will operate at the rate range of the Labor Grade proposed by the Board; but if such rate range is adjusted through the procedures herein outlined, the adjustment will be made retroactive to the commencement of work in the new or revised classification.

### ARTICLE XIV

#### MISCELLANEOUS

Section 1. Upon appropriate written authorization from the Employee, the Board shall deduct from the compensation of any Employee and make appropriate remittance, premiums for tax-sheltered annuities. Payroll deductions for tax-sheltered annuities shall commence within sixty (60) days following receipt, by the Business Office, of the Employee's authorization. An Employee may rescind such deduction authorization at any time by giving the Business Office a 30-day written notice. Payroll deductions in such event shall be discontinued as of the second pay day following receipt of the Business Office of the notification of rescission.

Section 2. The representative of the Union shall be permitted access to school property during working hours for the purpose of checking on working conditions and ascertaining that the Agreement is being adhered to; provided, however, that there is no interference with or disruption of the duties and activities of Employees or the operation of the schools and school programs; and provided further that a representative must first request and receive permission from the appropriate supervisor and from the principal of any school building where such visitation is to take place.

Section 3. Bulletin Boards. The Board will continue to make available the existing bulletin boards in the custodians' area in each building, which bulletin boards may be used for the purpose of posting notices of Union meetings, of the results of Union elections, and of other official Union business. The notice must, prior to posting, be submitted to the appropriate supervisor for approval and each notice shall be signed by an official of the Union. There shall be no posting of any advertisement or political matter on the bulletin boards or elsewhere on school property.

Section 4. Licenses. The Board shall pay for all licenses or permits for Employees that are required by state law or local ordinance including commercial drivers' licenses, plumber's permits and electrician's permits.

Section 5. Should any portion of this Agreement be rendered invalid by Legislative act or declared illegal or invalid by a court of competent jurisdiction, then such invalid or illegal provision shall be deleted from this Agreement, to the extent that it violates the law, and the remainder of the Agreement shall continue in full force and effect.


Section 6. This Agreement shall become effective as of July 1, 2011 and will continue in effect through June 30, 2012. The Agreement shall continue in effect for successive 12-month periods after June 30, 2012 unless on or before October 1, 2011 or on or before October 1 of any year thereafter, either party gives written notice by certified mail to the other party of its desire to modify or terminate this Agreement. Notice of either modification or termination shall have the effect of staying automatic renewal of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives, on the \_\_\_\_ day of \_\_\_\_\_, 2011, but effective July 1, 2011.

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL NO. 238

BOARD OF EDUCATION, MARSHALLTOWN  
COMMUNITY SCHOOL DISTRICT IN THE  
COUNTY OF MARSHALL, STATE OF IOWA

By   
Secretary/Treasurer

By   
President

By   
Business Agent

By   
Chief Negotiator

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT

GRIEVANCE REPORT

Copies of this form shall be distributed at the time answer is given to:

- 1. Teamsters, Chauffeurs & Helpers Union, Local No. 238
- 2. Employee
- 3. Supervisor
- 4. Business Manager

Building \_\_\_\_\_ Date \_\_\_\_\_

Grievant \_\_\_\_\_

\*\*\*\*\*

STEP 2 - SUPERVISOR

A. Date and time alleged violation occurred \_\_\_\_\_

B. Date and time of verbal step \_\_\_\_\_

C. Clause(s) of contract alleged to be in question \_\_\_\_\_

\_\_\_\_\_

D. Nature of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E. Remedy Requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant

\*\*\*\*\*



BID GROUPS

Electrician

Engineer

Engineer

Engineer - Custodian

Plumber

Custodian

Custodian

Custodian - Engineer

Carpenter

Laundry

Utility

Transportation Mechanic

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT  
 317 COLUMBUS DRIVE  
 MARSHALLTOWN, IOWA 50158

OPERATION, MAINTENANCE, FULL-TIME TRANSPORTATION PERSONNEL  
 Effective July 1, 2011

Grade	Position	Hourly Rate	Overtime Rate
1	Laundry	\$13.63	\$20.45
		Day Shift \$13.74	\$20.61
2	Custodian Utility Custodian/Grounds	\$16.01	\$24.02
		Day Shift \$16.12	\$24.18
		2nd Shift \$16.17	\$24.26
		3rd Shift	
2A	Rover/Grounds	\$16.51	\$24.77
		Day Shift \$16.62	\$24.93
		2nd Shift \$16.67	\$25.01
		3rd Shift	
3	Middle School Head Custodian/Senior High Lead Custodian Custodian-Engineer Maintenance Utility Transportation Utility	\$16.99	\$25.49
4	Engineer-Custodian	\$17.14	\$25.71
5	Carpenter Senior High Head Custodian Electrician Engineer Plumber Transportation Mechanic* Maintenance-Utility Utility-Carpenter-Electrician* Athletic Grounds/Maintenance Utility**	\$17.98	\$26.97
6	Supervisors Buildings-Furnishings Maintenance* Mechanical Maintenance* Receiving-Warehouse Technician-Plumbing and Heating* Transportation Mechanic, Head*	\$18.42	\$27.63

\*Positions which qualify for additional 80¢ per hour premium for skilled trades classification.

\*\* (This position will be assigned to Labor Grade 5 as long as the position consists of the presently assigned duties and is held by Ron Holden).

Employees hired after July 1, 1994 and prior to July 1, 2004, will be compensated at rates less than those set forth above, as follows:

Grade	Start
1	\$7.00 per hour
2	\$7.50 per hour
2A	\$7.63 per hour
3	\$7.75 per hour
4	Based upon experience, but not less than \$8.00 per hour
5	Based upon experience, but not less than \$8.25 per hour
6	Based upon experience, but not less than \$8.50 per hour

Employees hired on or after July 1, 2004, will be compensated at rates less than those set forth above, as follows:

<u>Grade</u>	<u>Start</u>
1	Lesser of the following:
2	A. The rate then being paid to the lowest paid Tier II employee in the same labor grade as the new hire.
2A	B. The rate then being paid to the lowest paid Tier II Employee in Grades 1, 2, 2A and 3 who is assigned to the same or higher labor grade as the new hire.
3	C. A rate which is 85% of the regular scale rate for the labor grade to which the new hire is assigned.
4	Based upon experience, but not less than 85% of the regular scale rate for the labor grade to which the new hire is assigned.
5	
6	

Effective as of July 1, 1995, such Employees (i.e. Employees hired after July 1, 1994 and on or after July 1, 2004, as the case may be) will receive an increase of 50¢ per hour upon the completion of six months of service and upon the completion of each additional six months of service thereafter, until they have reached the hourly rate for their labor grade, as above set forth; provided, however, that upon the completion of five years of continuous service, such Employees will receive the hourly rate for their labor grade, as above set forth, to which they are then assigned.

Employees shall be entitled to receive longevity pay based upon their years of service, as follows:

Less than 5 years of service	None
After 5 years of service but less than 10 years	20¢ per hour
After 10 years of service but less than 15 years	25¢ per hour
After 15 years of service but less than 20 years	30¢ per hour
After 20 years of service	35¢ per hour

For purposes of determining entitlement to longevity pay, an Employee's years of service shall be determined as of May 31 in each year. In order to qualify to move from one step to the next in the longevity schedule, the Employee must have completed the required whole number of years of service as of May 31 preceding the July 1 as of which the longevity pay becomes payable.