

MASTER CONTRACT

between

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

and

**CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238
COVERING
PARAEDUCATORS**

2011-2012

TABLE OF CONTENTS

AGREEMENT 1

ARTICLE I RECOGNITION 1

ARTICLE II NON-DISCRIMINATION 1

ARTICLE III GRIEVANCE PROCEDURE 2

ARTICLE IV REPRESENTATION 5

ARTICLE V SENIORITY 5

ARTICLE VI HEALTH INSURANCE 8

ARTICLE VII LEAVES OF ABSENCE 10

ARTICLE VIII HOURS OF WORK 13

ARTICLE IX HOLIDAY 14

ARTICLE X WAGES 14

ARTICLE XI DUES DEDUCTION 14

ARTICLE XII MISCELLANEOUS 15

ARTICLE XIII SPECIAL PROVISIONS GOVERNING LITERACY
INTERVENTION TUTORS 16

APPENDIX

EXHIBIT A Grievance Report 18

EXHIBIT B Job Classification 21

EXHIBIT C Starting Wage Rates Schedule, 2011-2012 22

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 Decision and Order issued in Case No. 8227 on June 28, 2010, which designation includes all full-time and part-time Paraeducators, Tutors and Health Aides of Marshalltown Community School District and excludes the following: All other employees of the school District and others 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 her 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 her 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 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 female gender, it shall also be deemed to include, where applicable, the male 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 procedure:

(a) First Step:

An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and his/her Principal. At the discussion of the matter with the Principal, the grievant, if he/she desires, may be accompanied by his/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 Principal. 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 Principal, the grievant, if he/she desires, may be accompanied by his/her Steward. The Principal 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 Principal's written decision at the Second Step, a copy of the grievance with the Director of Human Resources. Within ten (10) calendar days after such written grievance is filed with the Director of Human Resources, the aggrieved and, if he/she desires, her Steward and the Director of Human Resources, or his/her designee, shall meet to attempt to resolve the grievance. The Director of Human Resources, or his/her 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, the grievant shall, within five (5) calendar days of the written decision of the Director of Human Resources at the Third Step, file a copy of the grievance with the Associate Superintendent. Within ten (10) calendar days after such written grievance is filed with the Associate Superintendent, the aggrieved and, if he/she desires, her Steward and/or the Business Agent of the Union and the Associate Superintendent, or his/her designee, shall meet to attempt to resolve the grievance. The Associate Superintendent, or his/her designee, shall file an answer within ten (10) calendar days of this Fourth Step grievance meeting and communicate it in writing to the grievant and the Union.

(e) Fifth Step:

In the event the grievance is not satisfactorily resolved at the Fourth Step, there shall be available a Fifth Step of impartial arbitration. The Union may submit in writing a request on behalf of the Union and the grievant to the Associate Superintendent within ten (10) calendar days following receipt of the Fourth 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 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 parties will alternately strike one name at a time from the panel list until only one 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.

(f) 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 Fifth Step in the grievance procedure.

ARTICLE IV

REPRESENTATION

Section 1. In the administration of this Agreement, the Union shall have the right to designate up to ten (10) stewards to represent it in dealings with the District. The Union will keep the District informed as to the names of the stewards.

ARTICLE V

SENIORITY

Section 1. New Employees shall be probationary until they have physically worked the equivalent of sixty (60) working days. 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 her probationary period shall be placed at the bottom of the seniority list and her seniority shall be dated as of the date of her 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 her last date of hire. Seniority shall not be interrupted by approved leaves of absence so long as the Employee has performed services on a regular basis during the equivalent of at least one full semester during the school year. Seniority shall apply in the job classifications set forth on Exhibit B hereto.

Section 2. (a) In all cases of layoff, transfer in lieu of layoff and recall, seniority 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 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. When in the sole, exclusive and final judgment of the Board, it becomes necessary to reduce the workforce, the Administration, given the necessity to hire and/or maintain the most competent and qualified staff available, in the interests of perpetuating the highest quality educational program possible, shall make such reduction, primarily on the basis of seniority, subject to the Board's right to deviate in order to maintain existing programs and to service the needs of special education pupils, in accordance with the following procedure:

(a) Probationary employees in the affected job classification will be laid off first. If further reductions are required -

(b) Employees in the affected job classifications will be laid off in accordance with their seniority.

(c) Employees laid off in accordance with the foregoing procedures shall be entitled to recall rights in accordance with the provisions of Section 4 hereof; provided, however, that probationary Employees shall have no recall rights.

(d) A copy of the seniority list by job classification will be prepared by the Board and furnished to the Union as of November 1 of each year. The seniority list shall include the Employee's name, job classification, date of employment and number of years of seniority accrued.

Section 4. Any Employee laid off pursuant to the foregoing section, other than those excluded from recall rights under Section 3(c) above, shall, for a period of one year following the effective date of lay-off, be entitled to be recalled to the position which he/she vacated or to any other position which becomes available provided the Employee has previously performed such other position as a regular assignment. Subject to the preceding sentence, recall shall be made in the inverse order of seniority. Any Employee recalled to an available position shall notify the Board in writing of his/her acceptance of the position not later than ten (10) calendar days after receipt of a certified mail letter from the Board notifying him/her of such recall, unless such notification is received by the Employee between August 15 and the commencement of school, in which event the Employee must notify the Board in writing of his/her acceptance of this recall within five (5) calendar days

after receipt of such notification. Failure of the Employee to notify the Board of his/her acceptance of the recall shall be deemed to be a rejection of the same and the Employee shall have no further recall rights.

Section 5. 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 Superintendent within five (5) working days following notification to the Employee of his/her layoff or recall and such grievance shall start at Step 3.

Section 6. All Employees who are recalled shall, upon such recall, have seniority rights and all unused sick leave and personal leave accrued by him/her prior to lay-off reinstated and shall resume the same position on the salary schedule as he/she occupied at the time the lay-off began. For purposes of this provision, a lay-off begins as of the first day of the school year following the written notice referred to in Section 5 above.

Section 7. An Employee shall lose his/her seniority in the following manner:

(a) Absence from work for a period of one (1) year, because of illness or injury not compensable under the workers compensation law.

(b) If laid off for a period of time longer than one (1) year.

(c) By quitting. If an Employee is absent from work more than three (3) consecutive days without notifying his/her supervisor, it will be assumed that she has terminated her 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 the time provided for under Section 4 above.

(g) 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 8. The Board in its sole discretion may hire substitutes or temporary employees from time to time to take the place of regular Employees who are absent and such substitutes or

temporary employees shall not be subject in any way to the terms and conditions of this Agreement.

Section 9. The parties recognize that the nature of the work in this bargaining unit is unique and that to adequately serve students, faculty and staff within the available time constraints it may be necessary for supervisory personnel and other non-bargaining unit personnel to perform bargaining unit work and it is agreed that supervisory employees and other non-bargaining unit personnel may, to the extent they have normally done so prior to the effective date of this Agreement or to the extent efficiency of operations may in the future dictate, perform bargaining unit work.

Section 10. When permanent vacancies occur in a job classification, the pool of candidates for any position will include all those employees currently employed. The District will post a vacancy which will specify the job responsibilities, the building, the classroom/student that the Employee is to be working in or working with and the hours of work. The District will post the notice of such vacancies in each school building for not less than five (5) working days. The final selection will be based on the individual's ability to do the job. Interviews will be granted to all currently qualified employed staff. Seniority, in addition to qualification for the position, will be considered by the administration in the hiring process.

ARTICLE VI

HEALTH INSURANCE

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 selected by them and the results of the examinations will be submitted to the Board on a form prescribed by the Superintendent. The Board shall assume the cost of physical examinations required, up to \$50.00 per examination, which amount shall be remitted by the Board directly to the examining physician.

Section 2. An Employee whose physical well-being may be in doubt in the opinion of the administration shall present satisfactory examination results when requested to do so. If the results of such examination are negative, the cost of the examination will be paid by the Board; otherwise, the cost of such examination will be paid by the Employee. The physician to perform the examination will be selected by the Board. Such selection shall not constitute the physician an agent or employee of the

Board and the Board shall not be liable for any diagnosis, treatment or care administered or prescribed by such physician.

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. Employees employed on a regular basis for thirty (30) or more hours per week shall have the right to elect to participate in the group insurance program covering certain other school district employees in accordance with the following:

- (a) Employees electing coverage shall notify the business Office in writing not later than June 1.
- (b) The Employee must elect either single or family coverage and the District will assume part of the premium cost for the coverage selected in an amount equal to 50% of the cost of the monthly premium for single coverage under the Alliance Select Plan. All other costs will be the responsibility of the Employee.
- (c) Once an election for coverage is made, it may not be changed during the insurance year (which covers the period July 1 - June 30) except in the case of a change in the personal circumstances of the Employee, such as marriage, divorce, death of spouse or dependent or birth of dependent.
- (d) Employees may enroll in various supplemental insurance programs upon initial employment or during any subsequent "late entrant" enrollment period. The cost of such coverage, whether single or family, will be the responsibility of the Employee and will be deducted from the Employee's regular monthly payroll. Plans currently offered include accident, cancer, hospital intensive care, recovery plus, term life and voluntary indemnity.

Section 5. Employees may enroll in the District's dental and or vision insurance program upon initial employment or during any subsequent annual enrollment period. The cost of either single or family coverage will be the employee's responsibility.

Section 6. Long-term disability insurance with a benefit of 60% of covered monthly compensation will be provided by the District for employees who work (30) hours or more per week. This benefit becomes payable after a 120-day elimination period if the

employee is medically certified unable to perform his/her position. The full premium for this insurance will be paid by the District.

Section 7. All employees may enroll in the District's flexible benefits program. Specific details and enrollment information are available from the Business Office.

ARTICLE VII

LEAVES OF ABSENCE

Section 1. Sick Leave. Para educator employees shall be credited with twelve (12) days of sick leave each contract year for personal illness or injury. These days will be available to the employee beginning with the first day of the annual contract. New hires will accrue sick leave at the rate of one and one-third days of sick leave for each complete calendar month of employment during their first year of employment. Unused sick leave days shall be accumulated from year to year to a maximum of two hundred (200) days from all sources. A report on the status of accumulated sick days will be provided to all employees on September 1 of each year.

Section 2. Immediate Family Illness. Para educator employees will be allowed a maximum of five (5) days of leave in any one (1) school year in the case of hospital admittance, out-patient surgery or post-operative care or hospice care of the employee's spouse, parent, spouse's parent, child, sister or brother. An absence for this purpose shall be without loss of pay and shall not be charged against the employee's accrued days of sick leave.

Para educator employees shall be allowed an additional two (2) days of leave per school year to permit the employee to administer at home to the needs of the employee's sick minor child or children or to permit the employee to accompany a spouse, parent and/or a child for treatments in an out-patient status. This leave will not accumulate and will be charged against accrued sick leave.

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 Superintendent 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.

(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 Superintendent. 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 Superintendent, 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) Employees shall be granted paid, personal leave at the rate of one (1) day during each school year, except that employed personnel who have completed five (5) full years of employment with the District will receive two (2) days of personal leave during their sixth year of employment and every year thereafter (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 six (6) days. After six (6) 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-work hours. Personal leave shall be at the discretion of the Board and in order to assure adequate staffing, any Employee desiring a personal leave shall submit a written request for the same to the Employee's supervisor at least five (5) days in advance of the requested leave day. Requests not submitted at least five (5) days in advance of the requested leave day must be accompanied by a written statement of the reason for the leave. In the case of

an emergency, permission for such leave may be sought in person or by the telephone with the written statement presented to the Employee's supervisor upon the Employee's return. Should an unusual number of personal leave requests be received for the same day which, if granted, would, in the Board's opinion, impair or interfere with the District's operation, the Board may require a written statement as to the reasons for such request and will grant only those which, in the Board's discretion, are supported by the most compelling reasons and for which adequate substitutes may be obtained.

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

(d) Employees who work more than four (4) hours per day may take personal leave in a minimum increment of one hour.

Section 5. Jury Duty Leave. An Employee who is called for jury service or for a court appearance under subpoena (excluding cases in which she, 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 she shall receive, for each day of jury service or subpoenaed appearance, the difference between her normal pay for that day and the compensation received for such jury service or court appearance.

Section 6. Bereavement Leave. In the case of death in an Employee's immediate family, the Employee shall be granted permission to be absent from duty for not more than five (5) school days at the discretion of the superintendent as may be determined to be necessary for attendance at the funeral and for any other purpose directly arising out of the death. No deduction of pay shall be made for absence so granted. For the purpose of the foregoing, an Employee's "immediate family" is defined as his/her spouse, child, parent, brother, sister, spouse of a brother or sister, spouse's parents, spouse's brothers and sisters, a spouse's child by a former marriage, and the grandchildren of the employee and his spouse.

In the case of the death of the uncle, aunt, niece, nephew or first cousin of the Employee and his spouse, the Employee shall be granted permission to be absent from work for one (1) day at the discretion of the superintendent in order to permit the Employee to

attend the relative's funeral.

Section 7. Limitation on Paid Leave. The amount an Employee receives under a paid leave of absence granted under this Article VII shall be calculated per day so that no Employee shall receive compensation during any paid leave of absence in an amount in excess of what the Employee would have received had she been physically present at work during such days of leave.

Section 8. Adoption Leave. Employees will be allowed a paid leave of absence, not to exceed ten (10) consecutive working days in the case of the Employee adopting a child. Such paid leave will be charged to the Employee's accrued sick leave. Application for this leave shall be submitted to the building principal and to the Superintendent as far in advance of the contemplated leave period as possible.

Section 9. Absence Without Pay. Absence without pay may be authorized by the Director of Human Resources or designee. The Employee will make a written request at least ten (10) working days in advance or, if due to emergency circumstances, established to the satisfaction of the Director of Human Resources or designee, advance notice is not possible, not later than ten (10) days after the occurrence giving rise to the request. Employees may be allowed a maximum of two (2) days each school year, cumulative to a total of four (4) days. No unpaid leave of absence shall be granted unless a qualified substitute is available to fill in during the Employee's absence.

ARTICLE VIII

HOURS OF WORK

Section 1. Employees who are scheduled to work five or more hours per day will be entitled to an unpaid thirty (30) minute lunch period and to two (2) fifteen minute paid breaks during the course of a normal work day. The parties recognize that due to the unique nature of the work being performed by employees in this bargaining unit, such breaks will not always be possible, but the employee's supervisor will make a good faith effort to accommodate the needs of the employee in this regard and, in any event, such breaks will be at the discretion of the teacher whom the employee is assigned to assist during the course of the day.

ARTICLE IX
HOLIDAY

Section 1. Employees shall be paid their regular daily wage for one (1) holiday (to be observed on Memorial Day), provided in all cases that they meet the following qualification requirements:

- (a) They have worked their entire regular scheduled hours 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;
- (b) They are on the active regular payroll at the time the holiday occurs;
- (c) They have been on the payroll for thirty (30) calendar days at the time the holiday occurs.

Section 2. The amount of holiday pay shall be calculated in accordance with the Employee's regular rate of pay and normal hours of work per day.

ARTICLE X

WAGES

Effective as of July 1, 2011, all Employees shall receive a 1.6% across-the-board wage increase. Effective as of the same date, the starting rates for all job classifications shall be increased by .8%. The applicable starting wage rates for each job classification are set forth on Exhibit C to this Agreement. Special treatment is accorded to Literacy Intervention Tutors as set forth in Article XIII.

ARTICLE XI

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.

Section 2. Pursuant to such authorization, the Board shall deduct from the regular salary check of the Employee for each month

the Employee received such a check, the amount of 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 deduction for Union dues each month that salary checks are distributed to Employees and shall provide a list of the Employees for whom deductions made from an Employee's compensation earned.

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 XII

MISCELLANEOUS

Section 1. 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 2. If any part of a regular work day is missed due to a building-wide or district-wide late start, unexpected early dismissal or cancellation of school, the time missed will, for pay purposes, be considered as time worked and the Employee shall be paid for such missed time provided that the Employee attends, for an equal period of time as the time missed, a professional development session to be scheduled by the District at such time and place and for such purpose as the District may determine.

Failure to attend and participate in such professional development session will result in the Employee's pay being docked for the time missed.

Section 3. 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 4. This Agreement shall become effective as of July 1, 2011, and will continue in effect until June 30, 2012, and, except as hereinafter provided, shall govern the rights and obligations of the Board, the Employees and the Union in connection with the 2011-2012 school year established by the Board. This Agreement shall continue in effect for successive twelve month periods thereafter and for each corresponding subsequent school year unless on or before October 1, 2012, 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.

ARTICLE XIII

SPECIAL PROVISIONS GOVERNING LITERACY INTERVENTION TUTORS

Section 1. The District and the Union recognize the special role occupied by Literacy Intervention Tutors and that such Employees require special training, are compensated on a different basis than all other paraprofessional Employees in the bargaining unit, receive no fringe benefits and have significantly different responsibilities when compared to other Employees in the bargaining unit. Consequently, it is agreed that, except as hereinafter set forth in this Article XIII, Literacy Intervention Tutors are paid only for hours actually worked, that they receive no fringe benefits (other than a paid holiday) and that they will be governed by the remaining sections of this Article XIII.

Section 2. Literacy Intervention Tutors shall be covered by and shall have the benefit and protection of the following articles of this Agreement: Article I (Recognition), Article II (Non-Discrimination), Article III (Grievance Procedure), Article IV

(Representation), Article V (Seniority), Article VIII (Hours of Work), Article IX (Holiday), Article XI (Dues Deduction) and Article XII (Miscellaneous). Such Employees shall not be governed by nor be entitled to any of the benefits provided under any other articles of this Agreement, including, without limitation, Health Insurance and Leaves of Absence.

Section 3. Literacy Intervention Tutors shall be paid at the rate of \$18.80 per hour and their compensation, although earned over a nine month period, will be paid in twelve monthly installments.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives, on the ___ day of _____, 2011.

TEAMSTER, CHAUFFEURS & HELPERS
LOCAL NO. 238

By 
Secretary/Treasurer

By 
Business Agent

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

By 
President

By 
Chief Negotiator

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. Principal
4. Director of Human Resources and Student Issues

Building _____ Date _____

Grievant _____

Step 2 - Principal

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 _____ Date

EXHIBIT A

DISPOSITION OF STEP 2

Date Received _____

Answer: _____

Signature of Principal _____ Date _____

STEP 3 - Director of Human Resources

Signature of Grievant _____

Date Received by Director of Human Resources _____

Answer: _____

Signature of Director of Human Resources _____ Date _____

STEP 4 - ASSOCIATE SUPERINTENDENT

Signature of Grievant _____

Date Received by Associate Superintendent _____

Answer: _____

Signature of Associate Superintendent or Designee _____ Date _____

STEP 5 - REQUEST FOR ARBITRATION

Signature of Grievant _____

Signature of Union Business Agent _____

Date _____

JOB CLASSIFICATIONS

Literacy Intervention Tutor
Bilingual Tutor
Health Aide
General Education Para
Special Education I Para
Special Education II Para
Special Education III Para
Plato Coordinator
Math Tutor

EXHIBIT B

Starting Wage Rates effective July 1, 2011:

<u>Job Classifications</u>	<u>Beginning Hourly Wage Rates</u>
Literacy Intervention Tutor	\$18.65
Bilingual Tutor	11.00
Health Aide	9.48
General Education Para	8.47
Special Education I Para	8.47
Special Education II Para	9.48
Special Education III Para	9.48
Plato Coordinator	*
Math Tutor	*

EXHIBIT C

