

MASTER CONTRACT

between

**MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
1002 SOUTH 3RD AVENUE
MARSHALLTOWN, IA 50158**

and

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

2018-2019

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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. 1610 on January 29, 1980, which designation includes all regular full-time and regular part-time Nutrition Professionals of Marshalltown Community School District and excludes the following: management employees (including, without limitation, Nutrition Program Director, Nutrition Program Manager, Nutrition Program Supervisor, Nutrition Program Coordinator and Nutrition Program Assistant) and temporary and substitute employees 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 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 age, race, color, creed, sex, sexual orientation, gender identity, national origin, religion or disability of such applicant or employee, 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 her supervisor. For Employees assigned to satellite locations, the supervisor is as follows: For Anson, Franklin and Hoglan, it is the Nutrition Program Supervisor; for Woodbury, Fisher and Rogers, it is the Nutrition Program Manager assigned to the Lenihan location. In the case of Employees assigned to Lenihan Intermediate School, the supervisor is the Nutrition Program Manager at Lenihan. In the case of Employees assigned to Miller Middle School, the supervisor is the Nutrition Program Director. In the case of Employees assigned to the Senior High School and Marshalltown Learning Academy,

the supervisor is the Nutrition Program Manager at Senior High. In the case of nutrition professionals 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 nutrition professionals 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 she desires, may be accompanied by 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 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 she desires, may be accompanied by her 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 Nutrition Program Director. Within ten (10) calendar days after such written grievance is filed with the Nutrition Program Director, the aggrieved and, if she desires, her Steward and the Nutrition Program Director, or her designee, shall meet to attempt to resolve the grievance. The Nutrition Program Director, or 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 Nutrition Program Director at the Third Step, file a copy of the grievance with the Director of Business Operations. Within ten (10) calendar days after such written grievance is filed with the Director of Business Operations, the aggrieved and, if she desires, her Steward and/or the Business Manager of the Union and the Director of Business Operations, or his designee, shall meet to attempt to resolve the grievance. The Director of Business Operations, or his 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 Director of Business Operations 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.

Section 5. An Employee shall be discharged or suspended only for proper cause. Before an Employee is suspended or discharged, her Steward shall be notified of the suspension or discharge and be given an opportunity to hear the Employee's statement of her position. It is understood that any such meeting or hearing 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 4 of the grievance procedure. This section shall not be applicable in the case of suspension or discharge of a probationary Employee.

Section 6. The Union shall be furnished with a copy of any written warning letter or reprimand given to an Employee.

ARTICLE IV

REPRESENTATION

Section 1. In the administration of this Agreement, the Union shall be represented by a maximum of four (4) stewards.

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 four (4) stewards. Both parties agree to keep the

other party informed in writing of changes in these designations.

ARTICLE V

SENIORITY

Section 1. New Employees hired by the Board shall be probationary until they have worked the entire scheduled shift of ninety (90) calendar days. The new Employee's supervisor may, for cause, extend the probationary period for an additional thirty (30) calendar 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 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 she from time to time has performed work on a permanent basis since her last date of hire.

Tie In Seniority. In those situations where Employees have the identical date of hire, the date shown on the Employee's employment application forms will be the determining factor, with the earliest application date being given priority; if the application dates are the same, the last four digits of the Employees' respective social security numbers will be the determining factor, with the highest number being given priority.

Section 2. Seniority records shall be maintained by the Board and shall be available at all times and a copy shall be furnished to the Union on December 1 of each year.

Section 3. An Employee shall lose 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 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 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, her failure to return on the day so designated shall be deemed to be a voluntary quit.

(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 4. (a) When permanent vacancies occur in a classification (classifications are specified on Exhibit B hereto), 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 Office of the Nutrition Program Director at Central Support Services and filling out an application form. The notice shall specify the classification within which the vacancy exists, the hours, the building location and the labor grade.

(b) Employees shall be limited to two (2) successful bids during any contract year (July - June) and for purposes of implementing this provision, any successful bids prior to July 1, 1997 shall not be taken into account. It shall be considered a successful bid when an Employee bids on a posted vacancy and then (a) accepts the award or (b) refuses to accept the award.

Section 5. An Employee awarded a vacancy shall be given a fair trial in the new job, which trial period will continue for a period of fifteen (15) 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 five (5) 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 her former position.

Section 6. 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 7. The parties recognize that the nature of the work of a nutrition program operation is unique and that to adequately serve students, faculty and staff within the available time constraints and to prepare and serve meals properly, it may be necessary for non-bargaining unit personnel to perform bargaining unit work and it is agreed that 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; provided, however, that the number of non-bargaining unit personnel performing bargaining unit work at any one time will not exceed the following at the locations indicated:

High School - 2 individuals
Miller Middle School - 2 individuals
Lenihan Intermediate School - 2 individuals
Elementary Satellite Kitchens - 1 individual

ARTICLE VI

HEALTH PROVISIONS

Section 1. 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.

Section 2. 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.

ARTICLE VII

LEAVES OF ABSENCE

Section 1. Sick Leave. (a) Employees shall receive twelve (12) days of sick leave annually. New employees shall have his/her sick leave prorated for the initial year of employment based upon the employee's hire date. Upon an employee's return to employment for another school year, he/she shall receive twelve (12) additional days of sick leave credit to the employee's sick leave bank. In the event of personal illness or injury, the Employee will continue to receive pay at his/her regular rate until all sick leave is exhausted; provided however, that no Employee will be entitled to receive sick leave benefits for a day of absence in an amount greater than the amount the Employee would have received had he/she been physically present at work. Sick leave may be accumulated from year to year up to a maximum of one hundred forty (140) days.

(b) Employees on the District's payroll as of July 1, 2017, with more than one hundred forty (140) days of accumulated sick leave shall have their maximum accrued sick leave capped at the Employee's then current level. For those Employees the maximum accumulation of sick leave shall be reduced through usage until such time as the Employee's accumulated sick leave is equal to or less than one hundred forty (140) days.

(c) An Employee's combined current and unused sick leave accumulation shall never exceed the maximum sick leave accrual limit as specified in subparagraphs (a) and (b) above.

Section 2. Immediate Family Illness. Employees shall be allowed a total of five (5) days for immediate family illness including sick children, hospitalization, doctor's appointments, or post-operative care. Immediate family is inclusive of the employee's spouse, child, sister, brother, sister, or parent. A grandchild may be

included as immediate family if: (1) the employee is the legal guardian of the grandchild or (2) 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 the 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 Nutrition Program Director 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 Nutrition Program Director. 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 Nutrition Program Director, 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. New employees shall be allowed one (1) personal day after three (3) months of employment and in the event the employee completes six (6) months of employment during his/her first year, the employee shall accrue a second day. Returning employees shall be credited with two (2) additional days of personal leave each year with a maximum accrual of five (5) days. After having accumulated five (5) days, any accrued leave unable to be placed in the employee's personal leave bank shall be credited to the employee's accumulated sick leave so long as accumulated sick leave for the employee does not exceed one hundred forty (140) days. Employees with 10 years of service or more and who have an accumulated balance of one hundred (100) days of sick leave shall be eligible for an additional day of personal leave (for a total of 3 annually). An employee with a serious

medical condition as documented by a physician may still receive the additional day of personal leave with less than the one hundred (100) day sick leave accrual at the District's discretion.

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. In order to be entitled to jury duty pay an Employee must report for work if normally scheduled to report for work prior to 7:30 a.m. and will be excused one-half hour prior to the time she is required to report for jury duty. In addition, to be entitled to jury duty pay Employees upon release from jury duties must return to work, if there is at least one hour of work time remaining, when the Employee is released by the court, and complete the Employee's regularly scheduled hours of work for that day. Employees may report to work in street clothes on the day of jury service if such clothing and accessories meet all safety and sanitation standards.

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 Nutrition Program Director 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 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 grandparents, 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 Nutrition Program Director 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 in accordance with the Employee's regular rate of pay and normal hours of work 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.

ARTICLE VIII

HOURS WORKED

Section 1. Due to the nature of the work performed by the nutrition department, employees covered by this agreement may have different schedules and the hours of work performed by employees will vary from employee to employee depending on the job he/she is performing. Employees who are scheduled four (4) or more consecutive hours shall be entitled to a fifteen (15) minute paid break as well as a thirty (30) minute unpaid lunch break. Lunch breaks and paid breaks are to be

scheduled at the direction of the Nutrition Program Director or their designee. Should the need arise for the District to reduce the number of hours for any employee or school, the Nutrition Program Director shall provide written notification to the Union at least 7 calendar days in advance of any changes occurrence. The reduction of hours may be further discussed between the Board and the Union if the Board receives notification from the Union within 7 calendar days of receipt of the reduction notification. The Board will meet with the Union business agent and no more than two (2) employees to discuss the proposed reduction and to receive any input the Union may have regarding the proposed reduction of hours. It is the intent of the above language to offer the Union an opportunity to provide input into any such changes to the Board and Nutrition Program Director. The District reserves the right to implement these changes after considering any input provided by the Union without the Union's mutual agreement in respect to the reduction in hours.

Section 2. Assignments relating to the preparation and serving of meals for banquets and other programs where food is made available to non-school personnel will be performed by the Employees involved at such times and in such places as the Board may, in its sole discretion, specify; provided, however, that in those instances where preparation for banquets interferes with the performance of normal menu duties, a minimum of four (4) and a maximum of eight (8) Employees, as the supervisor may designate, shall be assigned, at their regular starting time or after their regular quitting time, for such period of additional work, but not less than a minimum of two (2) hours in the aggregate and not more than a maximum of five (5) hours in the aggregate, as the supervisor deems necessary. For purpose of compensating Employees assigned to banquet duties, banquet hours will be considered as only those hours occurring after the conclusion of the normal work day of the affected Employee.

Section 3. Employees who elect to eat the lunches provided by the Board for Nutrition Professionals will be governed by the following:

(a) Lunch will be consumed only in an area within the immediate proximity of the Employee's work station, such as the cafeteria or faculty dining room and will not be removed to some other location or area.

(b) Lunches provided by the Board will consist exclusively of the components making up the normal school lunch pattern meal for that day.

(c) Other than the foregoing, there will be no meals consumed by Employees during working hours or on school premises.

Section 4. If school is cancelled less than forty-five minutes before the scheduled start of an Employee's shift and the Employee reports to work, the Employee will be provided a minimum of two (2) hours of work or two (2) hours of pay, at the Board's option. The time of cancellation will be considered the time the first announcement of school cancellation is made over either radio station KFJB or KDAO.

ARTICLE IX

HOLIDAYS

Section 1. Employees shall be paid their regular daily wage for six (6) holidays, provided in all cases that they meet the following qualification requirements:

(a) They have worked their 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;

(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. One of the paid holidays will be Labor Day. The other specific days to be observed as paid holidays will be selected at the discretion of the Board and will generally include at least two (2) holidays during each semester during the contract year. The Board will notify the Employees as to the date on which a paid holiday will be observed at least ten (10) days in advance of the holiday. Any such holiday must coincide with a regular school holiday.

Section 3. 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.

Section 4. Employees regularly assigned to work at the time the 4th of July holiday occurs shall receive paid time off with respect to such holiday, provided they satisfy the qualification requirements for holiday pay set forth in Section 1 above.

ARTICLE X

WAGES

Section 1. New wage rate schedules shall be placed into effect as of July 1, 2018, and said new wage rate schedule is attached hereto as Exhibit C and by this reference thereto is made a part hereof.

Section 2. When an Employee permanently transfers by job bid or other contract procedure to a new job in a higher labor grade, she shall move horizontally on the wage table to that step in the new Labor Grade which corresponds to the Step from which moving.

Section 3. When an Employee moves to a lower Labor Grade by reason of a reduction in the work force, she shall be placed on that Step in the lower Labor Grade which corresponds to the step from which she was laid off. No Employee shall be permitted, in the exercise of seniority in the event of a layoff, to transfer to a job in a higher Labor Grade than that of the Employee's regular assignment.

Section 4. In the event an Employee is transferred temporarily from one (1) job classification to another, she shall continue to be paid at her regular rate of pay, but if the temporary assignment lasts for at least three (3) consecutive full work days, and is to a position in a higher Labor Grade, the Employee will be paid on a retroactive basis, commencing with the first day of the temporary assignment, at the rate of pay for the same corresponding step in the temporary Labor Grade as the Employee occupies in her regular assignment. If a temporary assignment to a higher Labor Grade, irrespective of the number of prior temporary assignments during the contract year, is not for at least three (3) consecutive full work days, the Employee will continue to be paid during the temporary assignment at her regular rate of pay.

Section 5. Subject to the provisions of Section 2 of Article VIII hereof, the rate of pay for work performed in connection with banquet activities and similar programs, will be \$2.25 per hour in addition to the Employee's regular rate of pay.

ARTICLE XI

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. 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 3. This Agreement shall become effective as of July 1, 2018, and will continue in effect until June 30, 2019, and, except as hereinafter provided, shall govern the rights and obligations of the Board, the Employees and the Union. 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, 2018, 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.

Section 4. Upon appropriate written authorization from the Employee, the Board shall deduct from the compensation of any Employee and make appropriate remittance, contributions to the Marshalltown School Foundation, United Way or premiums for tax-sheltered annuities. Payroll deductions for the Foundation, United Way or 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.

ARTICLE XII

CONTINUING EDUCATION

Section 1. The Board has adopted a continuing education and training program which provides wage premiums to employees who satisfy the program requirements as set forth by this article.

Section 2. Employees will be eligible to obtain the ServSafe certification upon completion of his/her probation (60 days). The premium for obtaining this certification is \$0.85 per hour so long as the employee maintains an active certification which currently must be renewed every 5 years. The cost of such training will be done at the employee's expense. The District will provide the ServSafe training bi-annually during District in-service days or over the summer when school is not in session for the employee's convenience and savings.

Section 3. Employee's participating in the Continuing Education & Training program must join the School Nutrition Association, must have successfully completed the training required, and become Level 1 certified with the School Nutrition Association to qualify for the Level 1 continuing education premium of \$0.75 per hour. Employee's must maintain a membership to the School Nutrition Association as well a meeting the annual continuing education credits as set by the School Nutrition Association in order to maintain the education premium as set forth by this section.

Section 4. All employees will be required to complete the 10 hour Safety / Sanitation class within his/her first year of employment with the cost being paid by the District. Failure to satisfactorily complete this course within the specified time will result automatically in termination of employment.

Section 5. In order to qualify for and maintain Level 1 continuing education and extended continuing education premiums, employees must retain their SNA membership and certified status, meeting requirements as specified in the SNA Certification Master Plan. Failure to maintain membership and certification in SNA will result in immediate loss of entitlement to any continuing education premiums. Documentation of membership and certification must be provided to the Nutrition Program Director upon receipt of certification and annually following renewal thereof. Employees may not become entitled to the extended continuing education premium until they have satisfied the requirements for the Level 1 continuing education premium.

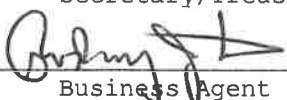
Section 6. For each year during the term of this Agreement, the Level 1 continuing education premium will be 85¢ per hour and the extended continuing education premium will be 75¢ per hour.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives, on the _____ day of _____, 2018.

TEAMSTERS, CHAUFFEURS & HELPERS,
LOCAL NO. 238

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

By _____
Secretary/Treasurer

By  _____
Business Agent

By  _____
President

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. Nutrition Program Director

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

Date

EXHIBIT A

DISPOSITION OF STEP 2

Date Received _____

Answer: _____

Signature of Supervisor

Date

STEP 3 - NUTRITION PROGRAM DIRECTOR

Signature of Grievant _____

Date Received by Nutrition Program Director _____

Answer _____

Signature of Nutrition Program Director

Date

STEP 4 - DIRECTOR OF BUSINESS OPERATIONS

Signature of Grievant _____

Date Received by Director of Business Operations _____

Answer: _____

Signature of Director of Business Operations or Designee

Date

STEP 5 - REQUEST FOR ARBITRATION

Signature of Grievant _____

Signature of Union Business Agent _____

Date _____

JOB CLASSIFICATIONS

General Worker

- GW-1 (Serve and Clean-up) (Grade 1)
- GW-2 (Food Preparation, Server and
Computer Operation) (Grade 2)
- GW-3 (Lead Worker and Delegation) (Grade 3)

Bakery

- Baker (Grade 3)
- Lead Baker (Grade 4)

Delivery (Grade 5)

Kitchen Coordinator (Grade 4)

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
NUTRITION PROGRAM DIVISION

SALARY SCHEDULE - 2018-2019

	<u>Step</u>	<u>Grades</u>				
		1	2	3	4	5
Start	1	11.46	11.67	11.99	13.53	17.50
After Probationary Period						19.00
Beginning 2 nd year of service	2	11.88	12.20	12.52	14.06	
Beginning 6 th year of service	3	12.15	12.73	13.05	14.48	
Beginning 9 th year of service	4	12.73	13.26	13.79	15.12	

Employees hired during the 2018-2019 contract year will receive their first step increase during the 2019-2020 contract year if the Employee's hire date was prior to January 1, 2019.

In addition to the above schedule, employees may qualify for longevity premiums in accordance with the following schedule. Longevity is defined as full years of employment in the Marshalltown Community School District as of December 31 each contract year. The hourly premium shall be:

<u>2018-2019</u>	
During the 12th through 14th years of service ...	50¢ per hour
During the 15th through 17th years of service ...	75¢ per hour
During the 18th year and thereafter	\$1.00 per hour
During the 22nd year and thereafter	\$1.50 per hour

