

# **MASTER CONTRACT**

**between**

**MARSHALLTOWN COMMUNITY SCHOOL DISTRICT  
1002 SOUTH 3<sup>RD</sup> AVENUE  
MARSHALLTOWN, IA 50158**

**and**

**CHAUFFERS, TEAMSTERS & HELPERS  
LOCAL UNION No. 238  
COVERING  
NUTRITION PROFESSIONALS**

**2020-2021**

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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** **WAGES**

**Section 1.** New wage rate schedules shall be placed into effect as of July 1, 2020, 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.** 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 VI**  
**MISCELLANEOUS**

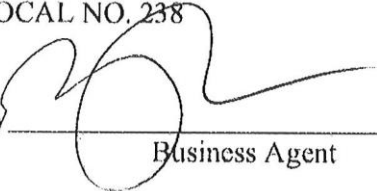
**Section 1.** The representative of the Union shall be permitted access to school property during working hours for the purpose of checking on working conditions and ascertaining that the agreement is being adhered to; provided, however, that there is no interference with or disruption of the duties 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.

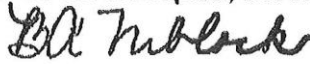
**Section 3.** This Agreement shall become effective as of July 1, 2020, and will continue in effect until June 30, 2021, and, except as hereinafter provided, shall govern the rights and obligations of the Board, the Employees and the Union. This Agreement shall continue in effect for successive twelve month periods thereafter and for each corresponding subsequent school year unless on or before October 1, 2020, 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 6<sup>th</sup> day of April, 2020.

TEAMSTERS, CHAUFFEURS & HELPERS,  
LOCAL NO. 238

By  \_\_\_\_\_  
Business Agent

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

By  \_\_\_\_\_  
President

By  \_\_\_\_\_  
Chief Negotiator



**EXHIBIT A**  
**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 \_\_\_\_\_

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

\*\*\*\*\*

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 \_\_\_\_\_

**EXHIBIT B**  
**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)

**EXHIBIT C**  
**SALARY SCHEDULE – 2020-2021**

		<u>Grades</u>				
	<u>Step</u>	1	2	3	4	5
<u>Start</u>	1	11.81	12.02	12.34	13.88	17.85
After Probationary Period						19.35
Beginning 2nd year of service	2	12.23	12.55	12.87	14.41	
Beginning 6th year of service	3	12.50	13.08	13.40	14.83	
Beginning 9th year of service	4	13.08	13.61	14.14	15.47	

Employees hired during the 2020-2021 contract year will receive their first step increase during the 2021-2022 contract year if the Employee’s hire date was prior to January 1, 2021.

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>2020-2021</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