

MASTER CONTRACT

between

**MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
1002 South 3rd Avenue
MARSHALLTOWN, IA 50158**

and

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

2019-2020

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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. 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 age, race, color, creed, sex, sexual orientation, gender identity, religion, national origin or disability, 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 Superintendent or his or her designee. Within ten (10) calendar days after such written grievance is filed with the Superintendent, the aggrieved and, if he/she desires, her Steward and/or the Business Agent of the Union and the Superintendent, or his or her designee, shall meet to attempt to resolve the grievance. The Superintendent, or his or 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 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

WAGES

Effective July 1, 2019, a new wage scale will be placed in effect which is attached hereto as Exhibit C.

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, 2019, and will continue in effect until June 30, 2020, contract year. The Agreement shall continue in effect for successive twelve month periods after June 30, 2020, unless on or before October 1, 2019, 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 3rd day of September 2019.

TEAMSTER, CHAUFFEURS & HELPERS
LOCAL NO. 238

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

By _____
Secretary/Treasurer

By BA Niblock
President

By 
Business Agent

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

Bilingual Tutor
General Education Para
Special Education I Para
Special Education II Para
Special Education III Para
Health Aide
Math Tutor
ACS

EXHIBIT B

Starting Wage Rates effective July 1, 2019:

<u>General Wage Rate Classifications</u>	<u>Beginning Hourly Wage Rates</u>
General Education and Library Level I, Level II, Level III and Preschool	\$ 9.20 10.36
Bilingual Tutor and ACS	11.72

2019-20 SALARY SCHEDULE

Gen Ed & Library	Level I, Level II & III, Preschool and Health Aides	Bilingual and ACS
1-01	\$ 9.20	3-01 \$ 11.72
1-02	\$ 9.47	3-02 \$ 12.07
1-03	\$ 9.76	3-03 \$ 12.44
1-04	\$ 10.05	3-04 \$ 12.81
1-05	\$ 10.55	3-05 \$ 13.45
1-06	\$ 10.87	3-06 \$ 13.84
1-07	\$ 11.19	3-07 \$ 14.27
1-08	\$ 11.53	3-08 \$ 14.70
1-09	\$ 11.87	3-09 \$ 15.14
1-10	\$ 12.47	3-10 \$ 15.89
1-11	\$ 12.84	3-11 \$ 16.37
1-12	\$ 13.23	3-12 \$ 16.86
1-13	\$ 13.62	3-13 \$ 17.37
1-14	\$ 14.03	3-14 \$ 17.89
1-15	\$ 15.09	3-15 \$ 18.78
		3-16 \$ 19.95

3-16 represents Math Tutor position

Employees hired during the 2019-2020 contract year will receive their first step increase during the 2020-2021 contract year if the Employee's hire date was prior to January 1, 2020.

EXHIBIT C