

MASTER CONTRACT

between

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

and

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

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

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

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

ARTICLE II

NON-DISCRIMINATION

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

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

(c) The Union, its representatives, and the Employees represented by it will not engage in solicitation for Union membership or collection of Union dues, initiation fees or assessments during working hours and will not engage in any other Union activities during working hours, except as provided for by law or by the terms of this Agreement.

Section 2. Neither the Board nor the Union will discriminate against any Employee or applicant for employment on account of age, race, creed, color, 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 male gender, it shall also be deemed to include, where applicable, the female gender.

ARTICLE III

GRIEVANCE PROCEDURE

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

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

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

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

(a) **First Step.**

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

(b) **Second Step.**

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

(c) **Third Step.**

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

(d) **Fourth Step.**

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

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

Section 4. If the Union or any Employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the

grievance procedure. Neither the Union, the Board, nor any Employee shall release information to the public media concerning a grievance until the grievance has reached the Fourth Step in the grievance procedure.

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

ARTICLE IV

REPRESENTATION

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

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

ARTICLE V

WAGES

Section 1. All Employees shall be compensated on the basis of their years of service with the District and the labor grade to which assigned, with the exception of those hired to start in Grades 5 or 6 who may be compensated at more than the starting rate for the position for which hired, as described on Exhibit C.

Section 2. The applicable wage rates and longevity schedule are set forth on Exhibit C attached hereto, which by this reference thereto is made a part hereof.

Section 3. When the Board proposes to install a new job classification or to revise an existing job classification, it shall promptly notify the Union of the title, duties, requirements and responsibilities of such new or revised classification, and of the Labor Grade in which the Board proposes to place such

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

ARTICLE VI

MISCELLANEOUS

Section 1. 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 2. This Agreement shall become effective as of July 1, 2019 and will continue in effect through June 30, 2020.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives, on the 3rd day of September, 2019, but effective July 1, 2019.

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL NO. 238

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

By _____
Secretary/Treasurer

By BA Niblock
President

By 
Business Agent

By 
Chief Negotiator

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT

GRIEVANCE REPORT

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

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

Building _____ Date _____

Grievant _____

STEP 2 - SUPERVISOR

A. Date and time alleged violation occurred _____

B. Date and time of verbal step _____

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

D. Nature of Grievance _____

E. Remedy Requested _____

Signature of Grievant

DISPOSITION OF STEP 2

Date Received _____

Answer: _____

Signature of Supervisor

Date

STEP 3 - BUSINESS MANAGER

Signature of Grievant _____

Date Received by Business Manager _____

Answer: _____

Signature of Business Manager or Designee

Date

STEP 4 - REQUEST FOR ARBITRATION

Signature of Grievant _____

Signature of Union Business Agent _____

Date _____

BID GROUPS

Electrician

Engineer

Engineer

Engineer - Custodian

Plumber

Custodian

Custodian

Custodian - Engineer

Carpenter

Laundry

Utility

Transportation Mechanic

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
 1002 SOUTH 3RD AVENUE
 MARSHALLTOWN, IOWA 50158

OPERATION, MAINTENANCE, FULL-TIME TRANSPORTATION PERSONNEL
 Effective July 1, 2019

Grade	Position	Start	Beginning *Year 2	Beginning Year 3	Beginning Year 4	Beginning Year 5
1	Laundry	\$11.62	\$12.19	\$12.75	\$13.32	\$14.80
2	Custodian Utility Custodian/Grounds	\$13.59	\$14.25	\$14.92	\$15.59	\$17.31
2A	Rover/Grounds	\$14.01	\$14.70	\$15.39	\$16.07	\$17.85
3	Middle School Head Custodian/Senior High Lead Custodian Custodian-Engineer Maintenance Utility Transportation Utility Grounds Athletic Complex Lead/Rover**	\$14.41	\$15.10	\$15.81	\$16.52	\$18.36
4	Engineer-Custodian	\$14.53	\$15.25	\$15.95	\$16.66	\$18.52
5	Carpenter Senior High Head Custodian Electrician Engineer Plumber Transportation Mechanic*** Maintenance-Utility Utility-Carpenter-Electrician***	\$17.51	---	\$18.45	---	\$19.41
6	Supervisors Buildings-Furnishings Maintenance*** Mechanical Maintenance*** Receiving-Warehouse Technician-Plumbing and Heating*** Transportation Mechanic, Head***	\$17.92	---	\$18.90	---	\$19.89

*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

**Upon demonstrating proficiency in performing the duties of the position and obtaining all required licenses (commercial driver's license and spraying license), the employee assigned to this position will qualify for the 80¢ per hour skilled trades premium while performing services outside on the athletic grounds and facilities. No such premium is paid while performing services during the period December 1 - February 1.

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

In addition to the foregoing, Employees working the second shift will receive an 11¢ per hour shift premium and those working the third shift will receive a 16¢ per hour shift premium.

The District may hire Employees into Grades 5 or 6 at a start rate not to exceed 96% of the top rate for the grade. If such an Employee is hired at a rate below 95% of the top rate for the grade, the Employee will be increased to 96% of the top rate for the grade after 180 calendar days of service.

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

Beginning Year 6	30¢ per hour
Beginning Year 9	40¢ per hour
Beginning Year 12	50¢ per hour
Beginning Year 15	60¢ per hour
Beginning Year 18	70¢ per hour
Beginning Year 20	80¢ per hour
Beginning Year 25	90¢ per hour

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