

MASTER CONTRACT

between

**WAPSI E VALLEY
COMMUNITY SCHOOL
DI STRI CT**

and

**TEAMSTERS,
CHAUFFEURS AND
HELPERS, NO. 238**

2011-2012

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ARTICLE 1
RECOGNITION AND DEFINITIONS

- 1.1 This agreement is entered into between the Board of Directors of Wapsie Valley Community School District, hereinafter referred to as the “Employer” and Chauffeurs, Teamsters & Helpers, Local Union #238, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the “Union”.
- 1.2 The Wapsie Valley Community School District hereby recognizes the Chauffeurs, Teamsters & Helpers, Local Union #238 as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case 5269) issued by the Public Employment Relations Board on the 21st day of February, 1995.
- Included: all regular full time and regular part time custodians and bus drivers
- Excluded: all supervisors, teacher aides, teachers and all others excluded by the Act.
- 1.3 As used herein, the term “employee” shall mean all persons described in the bargaining unit et forth above.
- 1.4 As used herein, the term “regular full time employee” shall mean all employees who work over thirty (30) hours per week for twelve (12) month employees.
- 1.5 As used herein, the term “part-time employee” shall mean all employees whose normal work week is less than thirty (30) hours per week for twelve (12) month employees.
- 1.6 As used herein, the term “seasonal employee” shall mean all employees whose work schedule is less than three (3) months per contract year employees.

ARTICLE 2
GRIEVANCE PROCEDURE

2.1 PURPOSE

- (A) The purpose of this procedure is to secure at the earliest possible level, equitable solutions to the problems which may from time to time arise under this agreement. Both parties agree that these proceedings will be kept informal and confidential and may be appropriate at any level of this procedure.
- (B) At all steps of a grievance, the Employer and Union shall have the right to have representatives attend any meeting required to resolve the grievance.
- (C) All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the grievant and their Union representative heretofore referred to in this Article, meeting with the appropriate management designee(s).
- (D) It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work. The Board shall solely determine whether an interference has occurred.
- (E) If an employee files any claim in any form other than the grievance forum set forth in this Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.
- (F) The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The failure of the grievant to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. A supervisor or administrator's failure to give a decision within the prescribed time limits shall permit the grievance to proceed to the next step. The time limits may be extended by mutual agreement.
- (G) Days shall mean calendar days.

2.2 DEFINITIONS

- (A) Grievance: A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- (B) Grievant: As used herein, a "grievant" is the person(s) making the allegation.

2.3 PROCEDURES

- (A) Step 1:
Informal: Within ten (10) days after the occurrence of an event giving rise to a grievance, the employee involved shall discuss the matter with the immediate supervisor, with the object of resolving the matter informally.

- (B) Step 2:
If the grievance cannot be resolved informally in Step 1, the grievant may file a grievance in writing, stating the nature of the grievance, reciting the specific clause or clauses of this agreement allegedly violated and shall specify with particularity the remedy sought. The grievant shall present this written copy to the District Administrator assigned to that area within seven (7) days of the date of the Step 1 meeting.
- (C) The District Administrator assigned to that area shall make a decision on the grievance and communicate it in writing to the employee, including a copy for the Union, within ten (10) days after the receipt of the written grievance.
- (D) Step 3:
If the grievance is not settled at Step 2, it shall be referred to the Superintendent and Business Representative for a meeting in the Superintendent's office in an effort to settle the grievance within ten(10) days of Step 2 unless mutually agreed otherwise. The Superintendent shall send his answer to the Union within ten (10) days. A copy shall be furnished to the grievant.
- (E) Step 4:
If the grievance is not resolved satisfactorily at Step 3, the grievance may be submitted to final and binding arbitration with written permission of the employee. To enter such arbitration, the Union shall submit a written request on behalf of the grieving employee(s) to the Superintendent of Schools, within twenty (20) days from the receipt of the Step 3 answer. If a demand for arbitration is not filed within twenty (20) calendar days of the third step reply, then the grievance will be deemed settled on the basis of the third step answer.

Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

1. The Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators.
 2. Both the Employer and the Union shall have the right to reject two complete panels and to strike two names from the third panel
 3. A flip of a coin will determine which party will strike the first name; the other party shall then strike on a name. The process shall be repeated and the remaining personal shall be the arbitrator.
 4. PERB shall be notified and requested to appoint the individual whose name remains on the list as arbitrator to hear the case.
- (F) The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar

days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

1. The decision of the arbitrator shall be final and binding on all parties to this Agreement and any employee involved in this dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the action causing the grievance first occurred.
2. The decision of the arbitrator shall be binding on the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply interpretation of the provisions of this Agreement on the settlement of issues and grievances arising hereunder.
3. The expense and fees of the arbitrator shall be shared equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from the witnesses.

2.4 REPRESENTATIONS

- (A) The grievant shall be present at all meetings, and at the option of the grievant, may be represented at such meetings by a representative of the Union. The employee may have a representative at any meeting.

ARTICLE 3
WAGES AND JOB CLASSIFICATIONS

3.1 PROBATION

All new employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

(A) The probationary period for all employees shall be ninety (90) calendar days.

(B) Probationary employees may be separated for any cause by the District during the probationary period without appeal. The District may discharge any such probationary employee without notice to the Union.

(C) Probationary employees shall not be entitled to any provisions or fringe benefits under the terms of this Agreement but will be able to accrue those benefits back to their date of hire once the probationary period has been completed.

3.2 OVERTIME

Employees will be paid at the overtime rate of time and one half (1-1/2) for all hours over forty (40) hours in a work week. Hours to be considered in overtime hour calculations include work time, jury duty leave, and professional leave. Holiday leave, personal leave, funeral leave, sick leave, and vacation leave hours are not considered in overtime hour calculations. All overtime must be approved in advance. If any employee works more than forty (40) hours, the employee must have those hours approved by the Superintendent or designee prior to working any overtime.

3.3 LUNCH PERIOD

Each full time custodian shall be granted a lunch period of thirty (30) minutes during his/her shift for a lunch period. This time of such lunch period may vary from day to day.

3.4 LATE START OR EARLY DISMISSAL

On days when the students' school day is started late because of safety considerations, the beginning of the employees' work day may be altered by the same amount of time. On days when the students' school day ends early because of safety considerations, the employees' work day shall end when their responsibilities have ended. All employees shall be paid only for the actual number of days and hours worked.

3.5 CALL BACK

Custodians called back after completing his/her regular shift will be paid for actual hours worked with a minimum of one (1) hour. If the employee has not completed the regular shift the employee will be paid at the employee's regular rate.

**ARTICLE 4
SALARY SCHEDULE**

4.1 CUSTODIAN SALARY SCHEDULE

Regular Full-Time Custodians:

| <u>Step:</u> | <u>Experience:</u> | <u>Hourly Rate:</u> |
|--------------|--------------------|---------------------|
| 1 | 1 year | \$11.82 |
| 2 | 2 years | \$12.11 |
| 3 | 3 years | \$12.38 |
| 4 | 4 years | \$12.68 |
| 5 | 5 years | \$13.50 |
| 6 | 10 years | \$13.80 |
| 7 | 15 years | \$14.06 |

Part-time and Seasonal Custodians

| <u>Step:</u> | <u>Experience:</u> | <u>Hourly Rate:</u> |
|--------------|--------------------|---------------------|
| 1 | 1 year | \$9.48 |
| 2 | 2 years | \$10.02 |
| 3 | 3 years | \$10.57 |
| 4 | 4 years | \$11.09 |
| 5 | 5 years | \$11.65 |

Probation employees will receive \$0.25 less/hr. based on schedule placement.

* Certification License:

- Elec. - \$1.00
- Plumbing - \$1.00
- Boiler - \$0.50
- Other - \$0.25

* Must receive prior approval from Superintendent to qualify for certification pay.

Supervisor - \$1.00

Full-time custodians will be reimbursed \$200 per year for their possession of an operational personal cell phone during school hours. The custodian supervisor will receive an additional \$60 per year for their possession of an operational personal cell phone during school hours. These amounts will be paid in June of the contract year by separate check.

At the beginning of each year, full time custodians at Readlyn and Fairbank Elementary Schools will establish which employee shall use his/her vehicle in the event that a

personal vehicle is needed for school business. If the full time employees are unable to determine which vehicle shall be used, the superintendent shall make that determination. As compensation for monthly use of personal vehicles, one custodian at Readlyn shall receive \$35.00 per month as compensation for such vehicle use, and one custodian at Fairbank shall receive \$45.00 per month as compensation. No record of mileage will need to be turned in to the district in order to receive this amount. These amounts will be paid in June of the contract year by a separate check.

4.2 BUS DRIVER SALARY SCHEDULE

| | Shuttle | Regular Route | Shuttle + Regular Route | Annual Regular Route | Annual Shuttle + Regular Route |
|----|---------|---------------|-------------------------|----------------------|--------------------------------|
| 0 | \$195 | \$835 | \$1030 | \$7,515 | \$9,270 |
| 1 | \$207 | \$855 | \$1,062 | \$7,695 | \$9,558 |
| 2 | \$217 | \$878 | \$1,095 | \$7,902 | \$9,855 |
| 3 | \$227 | \$900 | \$1,127 | \$8,100 | \$10,143 |
| 4 | \$239 | \$921 | \$1,160 | \$8,289 | \$10,440 |
| 5 | \$250 | \$943 | \$1,193 | \$8,487 | \$10,737 |
| 6 | \$260 | \$964 | \$1,224 | \$8,676 | \$11,016 |
| 7 | \$271 | \$987 | \$1,258 | \$8,883 | \$11,322 |
| 10 | \$282 | \$1,008 | \$1,290 | \$9,072 | \$11,610 |

| | |
|--------------------------|-------|
| Special Education Route: | \$845 |
|--------------------------|-------|

Evening Sports Shuttle to Readlyn & Fairbank - \$12.34 per shuttle

Amish Route - \$12.05 per route

Activity Trip - \$10.29/hour for each a minimum of one hour - timed from building departure to building return.

Bus Wash - \$22.50

Van & Car- \$12.50

The District reserves the right to hire and place new employees on the salary schedule based upon their qualifications and experience.

Any bus driver that takes an activity trip for the day thus giving up their normal route shall be compensated \$25.00 the first (1st) hour and the activity trip rate for the remaining hours.

Bus drivers required to attend any mandatory meetings shall be compensated the activity rate for all time spent, with a minimum of one (1) hour.

Twelve (12) month bus drivers will be reimbursed \$200.00 per year for their possession of an operational cell phone during school hours. Nine (9) month bus drivers will be reimbursed \$150.00

ARTICLE 5
INSURANCE

The District will provide each full time regular employee with single health insurance and sixty-five dollars and ninety-five cents (\$65.95) toward the family premium.

The District will provide each full time regular employee with single dental insurance, long term disability insurance, and \$15,000.00 term life insurance.

The Board-provided insurance programs shall be for twelve (12) consecutive months. Coverage periods and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

All the terms and conditions of the existing insurance policies shall supersede any agreement in this Article. The District shall have the right at any time to procure the insurance referred to in the above sections from any reputable insurance company.

ARTICLE 6 SENIORITY

6.1 DEFINITION AND SENIORITY DATE

Seniority is the continuous length of service with the District. It is recognized, however, that in the practical application of this principal of seniority, the necessary ability, skill, qualifications, certifications, competence, experience, and physical fitness for the job must be considered as well as seniority.

The seniority of an employee is determined by the length of service computed in years, months, days from the date of the beginning of his/her last continuous employment within the job classification.

6.2 SENIORITY LIST

The District shall maintain a list of the employees within the unit showing the names of all employees in the order of the seniority ranking. A copy of such list shall be furnished to the Union within thirty (30) days after the effective day of this Agreement and whenever revised by insertion within the checks. Protest of, errors in, or omissions from such list must be made to the District within thirty (30) days from the date of the furnishing of such lists and revisions thereof. If no protests are made within the thirty (30) day period, the list will be considered accurate and no further appeal or grievance will be permitted.

6.3 LOSS OF SENIORITY

An employee shall lose all seniority rights under this Agreement for the following reasons:

1. Voluntary quit or retirement.
2. Discharge for cause.
3. Failure to secure proper leave of absence, or failure to return by the expiration date of leave of absence of extension thereof, properly granted.
4. Not recalled within the time period allowed.
5. Failure to return after being recalled from layoff.
6. Unexcused absence for a period in excess of three (3) working days.

ARTICLE 7
ASSIGNMENT, TRANSFER AND POSTING OF JOB VACANCIES

7.1 VOLUNTARY TRANSFER AND ASSIGNMENTS

An employee must have spent at least thirty (30) days in an assignment before requesting a transfer.

7.2 POSTING OF JOB VACANCIES OR NEW JOBS

The Employer agrees to post a notice of each job vacancy or new job that occurs provided that the vacancy is in the job classification which will be permanent in nature. The notice for permanent job openings will be posted on a designated bulletin board in each of the school buildings for a period of five (5) working days. Any employee can request a transfer to the job opening by informing the Employer in writing. Employees will be notified in writing of the disposition of their requests for transfer. A vacancy shall be defined as those positions that will remain unfilled after the district has exercised its right to realign and/or promote current employees. Transfers shall apply only to positions defined as vacancies.

If there is more than one bidder for the job, it shall be assigned to the most qualified bidder who meets the qualifications and possesses the skill and ability necessary to perform the work as determined by the District. If two or more bidders are determined by the District to possess the same qualifications, skill and ability to perform the required work, the job shall be awarded to the bidder having the greatest seniority with the District. The qualifications, skills, and abilities of an employee will be solely determined by the District.

No employee shall be allowed more than one (1) job change in a six (6) month period unless it is otherwise mutually agreed upon between the District and the Union.

The District will have the sole discretion and final decision on all transfers. The decision will be final and will not be grievable.

ARTICLE 8
STAFF REDUCTION PROCEDURE

8.1 Staff reduction will be considered within each job classification category of employees.

The Board shall take into account the following factors in making its decision:

STEP 1. Normal attrition resulting from employees retiring, resigning, or voluntary reduction, new or first time probationary employees in the job classification may be relied upon to the extent it is administratively feasible.

STEP 2. The remaining employees within that affected job classification who have qualifications considered to be equal, as determined by the District, then the employee in the job classification with the least total seniority shall be the first to be laid off.

Employees who are laid off shall have one (1) year of recall to the category from which they were laid off.

8.2 The employee who is to be recalled will be notified by certified mail to his/her last known address. The employee must respond by certified mail to such notice within five (5) days after receipt thereof, and actually report to work in ten (10) days after receipt of notice unless mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all recall rights under this agreement.

8.3 All employees on a layoff status shall retain the seniority and prior longevity that they had when they were laid off. They will not continue to earn any benefits while on layoff.

8.4 An employee may retain District insurance coverage during the recall period of layoff by paying the premium in full to the school district's insurance carrier as provided in the Insurance Article (Article 5) of this agreement, if permissible under the District's insurance policy.

**ARTICLE 9
VACATIONS**

9.1 All regular 12 month full time employees shall be entitled to vacation time at their established rates under the following schedule:

| | |
|--------------------------------|---------|
| Less than 12 months employment | 0 weeks |
| 1-11 years employment | 2 weeks |
| 12 years and over employment | 3 weeks |

Employees become eligible for vacation on the anniversary of their hiring date, at the beginning of the year of employment eligibility. Vacation days will be available to staff members based on a pro-ration of the contract year served. In the event that an employee does not complete a contract year, vacation days taken beyond their pro-rated eligible days must be reimbursed to the district.

9.2 The Superintendent, or designee, shall approve all vacation leave. Final decisions as to the number of employees on vacation at any time, for any shift or classification, as to any vacation dates is subject to the approval of the Superintendent or designee.

9.3 Employees who work part-time or only when school is in session shall not be eligible for vacation pay.

9.4 All vacation time will be used or forfeited in the given contract year with the exception that one week may be carried over for one contract year with approval of the Superintendent.

**ARTICLE 10
HOLIDAYS**

10.1 All regular full time twelve (12) month custodians of forty (40) hours per week or more shall receive their regular compensation for the following holidays:

| | |
|------------------|----------------|
| New Year's Day | Christmas Eve |
| Memorial Day | Christmas Day |
| Fourth of July | New Year's Eve |
| Labor Day | Good Friday |
| Thanksgiving Day | |

These days will appear on their time cards as if regular hours were worked and they will be paid accordingly. Regular hours would be determined by the average day (not additional evening events) hours worked during the other days of the month in which the holiday falls. If Christmas or New Year's Day falls on a Saturday, it shall be observed on Friday. If Christmas or New Year's Day falls on a Sunday, it shall be observed on Monday.

If it is necessary for employees to work on a holiday because students are scheduled for classes, the affected employee will work that day at regular pay.

10.2 All regular nine (9) month custodian employees of thirty (30) hours per week or more shall receive their regular compensation for the following holidays:

| | |
|------------------|----------------|
| Labor Day | Christmas Day |
| Thanksgiving Day | New Year's Day |

10.3 It is necessary for the Board of Education to designate or re-designate the school calendar for students for a given year, and in so doing it is sometimes necessary to schedule student attendance, in the operation of the school system, on a listed holiday. It is therefore agreed that if this necessity occurs, employees will work on the designated students attendance day.

10.4 All custodian employees covered under this agreement who are required to work a holiday shall be compensated at one and one half (1-1/2) times their rate of pay for those hours approved by the Superintendent.

**ARTICLE 11
LEAVES OF ABSENCE**

11.1 All employees shall be entitled to the number of sick leave days for personal illness or disability according to the following schedule:

| | |
|---|---------|
| The first year of employment | 10 days |
| The second year of employment | 11 days |
| The third year of employment | 12 days |
| The fourth year of employment | 13 days |
| The fifth year of employment | 14 days |
| The sixth year of employment and subsequent years | 15 days |

Sick leave days shall be granted for each consecutive school year of employment as of the first official day of said school year. The Board may require such reasonable evidence as it may desire confirming the necessity of such leave. Unused sick leave shall be accumulated from year to year up to a maximum of 120 days for drivers and part time custodians. Unused sick leave shall be accumulated from year to year up to a maximum of 140 days for 12 month full time custodians. The minimum usage of sick leave shall be a half day. All unused sick time will be paid \$20 per day to the employee upon leaving the District.

11.2 NOTIFICATION OF ACCUMULATION

An employee may review the official accounting of personal accumulated sick leave days at any reasonable time.

11.3 An employee eligible for sick leave, with pay, may use such sick leave upon approval of the Superintendent, or designee, for absence due to illness, minor injury, exposure to contagious disease (if directed by a physician to remain away from work), or due to a major illness. An employee requesting sick leave shall inform the Superintendent, or designated supervisor, on duty at the place of employment, of the fact and the reason therefore. The official sick leave record shall be maintained at the School District business office.

11.4 JOB INJURY SICK LEAVES

The Board may pay the employee the difference between the employee's net salary as determined from the Salary Schedule (Article 4) and the salary replacement benefit received under Worker's Compensation Insurance during the period of receipt of such benefits. This may be taken from the employee's sick leave only with permission of the employee. The employee must notify the District in writing of the option within fifteen (15) days of the next pay period. If the option is not chosen, the employee will receive only the worker's compensation payment. Leave entitlement as provided in this Agreement shall be reduced one (1) day for each day of absence.

11.5 FUNERAL LEAVE

Up to a maximum of five (5) days of leave shall be granted to attend the funeral of an employee's spouse, child, parent, or other member of the immediate household. Employees shall be granted up to three (3) days of leave to attend the funeral of a brother, sister, son-in-law, daughter-in-law, sister/brother-in-law, or grandparents outside the employee's immediate family as defined above up to one (1) days shall be available for other family members or a close friend. In all cases of funeral leave, the employee shall be paid for those days the employee would have been otherwise scheduled to work.

11.6 PERSONAL

At the beginning of every school year each employee shall be credited with two (2) personal days which may be taken without giving written or oral explanation to school administration. Application of leave must be given in writing to his/her supervisor at least three (3) working days prior to the leave day except in case of an emergency. Neither day may be used to extend a holiday or vacation nor can they be used on an inservice day. The use of these days shall be acknowledged unless the total number of absentees would adversely affect building operation. Additional days may be granted at the sole discretion of the Superintendent.

11.7 JURY DUTY

Employees serving on any jury shall be provided such time and paid the difference in salary between jury pay and his/her regular salary while in such service. If the employee is discharged from the jury before the work day ends, he/she must report immediately to the Employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty.

11.8 PROFESSIONAL LEAVE

Any employee desiring to attend a seminar or conference may apply to the Superintendent for permission to attend such seminar and conference and, if approved by the Superintendent, shall receive his/her regular pay for the day or days they attend such seminar or conference and shall also receive reimbursement for reasonable expenses with documentation.

11.9 OTHER LEAVES

The Employer, at his/her sole discretion, may authorize special leaves of absence with or without pay.

11.10 EFFECT OF LEAVES ON SENIORITY

Approved leaves of absence without pay shall not affect seniority.

11.11 MATERNITY PROVISIONS

Maternity shall be treated as any other illness or disability.

11.12 FAMILY MEDICAL LEAVE

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act.

ARTICLE 12
EMPLOYEE EVALUATION

- 12.1 Hourly employees will be evaluated at the end of their first year of employment, and then once every other year following. The evaluation will be completed by the superintendent, in consultation with the building principal and head custodian. The superintendent may utilize relevant information from other individuals in the performance of this duty. The superintendent shall approve the forms for evaluation of classified employees, and the materials to be used in the evaluation shall be provided to all classified employees who are to be evaluated prior to August 1 of the school year in which the evaluation shall take place.

A copy of the completed formal evaluation will be given to the evaluated employee and a conference shall be held. The evaluation conference to review the completed evaluation shall take place between March 15 and May 1 of the school year in which the evaluation occurs. The evaluated individual may respond in writing to the evaluation. The written evaluation and any response shall be filed in the individual's confidential personnel file.

In the case of the head custodian, the evaluation will be completed by the superintendent in consultation with the building principal.

ARTICLE 13
DUES DEDUCTION

- 13.1 Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment for authorizing payroll deductions for Union dues and withdrawal fees. The form of the assignment is attached hereto as Form B. The Union has the responsibility for collecting the Union authorization forms and providing an alphabetical list of employees for whom dues are to be deducted, indicating the amount to be deducted. These forms are to be presented to the office prior to the beginning of the employee's pay period.
- 13.2 The authorization for dues deduction shall continue in effect during the year unless revoked by the employee in writing by thirty (30) day notice to the board secretary. Deductions will discontinue in the pay period following receipt of such notice.
- 13.3 The Board shall transmit to the Union the total monthly deduction for dues within ten (10) days following each regular pay period to the individual designated by the Union.
- 13.4 The Employer shall make deductions for credit union provided the employee has provided proper authorization.
- 13.5 The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.
- 13.6 In accordance with existing state law, all employees covered by this agreement who are not members of the union commencing on the effective date of this agreement, or within thirty (30) days of the completion of their probation, and continuing during the term of this Agreement, shall pay to the Union each month their fair share cost of the services rendered by the Union as measured by the amount of dues uniformly required by members of the Union, so long as they remain non-members of the Union. Such proportionate share payments shall be deducted by the Employer from the earnings of the non-member under the same time schedule as regular dues deductions and paid to the Union.

ARTICLE 14
PHYSICAL EXAMINATIONS

All employees shall file with the business office at the beginning of service a written report of a physical examination by a physician. The report shall be on the form provided by the school. Upon receipt of the required report, the business office shall file the report and shall use said report as a valid claim to reimburse the employee up to a maximum of sixty dollars (\$60.00). Bus drivers must file a physical examination with the business office every two years thereafter in accordance with Iowa Law.

**ARTICLE 15
COMPLIANCE CLAUSE AND DURATION**

- 15.1 This Agreement replaces any and all other verbal or written agreements. The Union and the Employer acknowledge that the understandings and agreements arrived at between the parties after negotiations are set forth in this Agreement and in the extensions thereof, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 15.2 This Agreement shall be in full force and effect from July 1, 2011 up to and including June 30, 2012, and shall continue in full force and effect from year to year thereafter unless written notice to change or modified is served by either party hereto prior to date of expiration between September 1, 2011 and September 15, 2012.

Signed this 20th day of June, 2011.

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, affiliated
with INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

WAPSIE VALLEY
COMMUNITY SCHOOL DISTRICT

BY _____
Secretary-Treasurer

BY _____
President

BY _____
Business Representative

BY _____
Chief Negotiator

**FORM A
GRIEVANCE REPORT**

Date Filed

Wapsie Valley Community School District

_____ Building

Distribution of Form

1. Union
2. Employee
3. Appropriate Supervisor

Name of Aggrieved Person

FIRST STEP

A. Date of Violation Occurrence: _____

B. Section(s) of Contract Violated: _____

C. Statement of Grievance: _____

D. Relief Sought*: _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor: _____

Signature of Principal or
Immediate Supervisor

Date

* If additional space is needed, attach additional sheets.

FORM B

AUTHORIZATION TO EMPLOYER

The Undersigned _____, an employee of the Wapsie Valley
Name of Employee

Community School District hereby authorizes the said Employer to deduct from

the wages, commission or salary due said _____ the
Name of Employee

the monthly dues, and initiation fees, as billed monthly by Chauffeurs, Teamsters and Helpers Local Union No. 238, Cedar Rapids, Iowa, affiliated with International Brotherhood of Teamsters, in accordance with the contract, and the undersigned, for himself and dependents, next of kin, heirs, executors or administrators hereby release and forever discharge the said Employer from all liability claims or demands to the, for, or on account, or by reason of any of the aforesaid deductions, for dues, payments, etc., of said monies to said Union.

This Authorization shall be renewable from year to year and for successive collective bargaining agreements during the term of the undersigned's employment, except as provided by the Public Employment Relations Act. The undersigned shall give thirty (30) day's notice in writing to the Employer and to the Union of desire to revoke the same.

Signed this _____ day of _____, 20____.

Signature of Employee

Union dues are not deductible as charitable contributions for Federal income tax purposes.

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