



**NEGOTIATED AGREEMENT**

**BETWEEN**

**FOOD SERVICE EMPLOYEES  
CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO.  
238,  
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS.**

**AND**

**THE BOARD OF DIRECTORS, COLLEGE COMMUNITY SCHOOL  
DISTRICT**

**JULY 1, 2018 - JUNE 30, 2022**

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# ARTICLE 1

## RECOGNITION AND DEFINITIONS

- 1.1 This agreement is entered into between the Board of Education of the College Community School District, hereinafter referred to as the "employer" and Chauffeurs, Teamsters & Helpers, Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".
- 1.2 The College Community School District hereby recognizes the Chauffeurs, Teamsters & Helpers Local No. 238 as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case 5289) issued by the Public Employment Relations Board on the 13th day of October, 1995.  
  
Included: All nutritional service employees, all nutritional service food production managers and.  
  
Excluded: All persons excluded by Section 4 of the Act.
- 1.3 As used herein, the term "employee" shall mean all persons described in the bargaining unit set forth above.
- 1.4 As used herein, the term "regular employee" shall mean all employees expected to be at work on a regular basis as opposed to on call or as needed.
- 1.5 As used herein, the term "part-time employee" shall mean all contracted employees whose normal work week is less than twenty-seven and one-half (27.5) hours per week.
- 1.6 As used herein, the term "full-time employee" shall mean all regular employees who are normally expected to have a regular work week of twenty-seven and one-half (27.5) hours or more.
- 1.7 "Sub employees" are those employees working on call.
- 1.8 "Days" as used in this agreement will mean calendar days except where specifically stated otherwise or when referring to leaves of absence, vacations and holidays which will be employee work days. "Working days" as used in this contract shall refer to the days of the employee's work schedule.

## **ARTICLE 2**

### **GRIEVANCES**

#### **2.1 Purpose**

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 as may be appropriate at any level of this procedure.

At all steps of a grievance the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance.

All meetings and hearings under this procedure shall be conducted private and shall include only witnesses, the grievant, and their Union representatives heretofore referred to in this article.

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.

If any employee files any claim in any form other than the grievance form 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.

The number of days indicted at each level should be considered a maximum and every effort should be made to expedite the process. The failure to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance. A supervisor or administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

#### **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 Director of Nutritional Services in the employee's work area, with the object of resolving the matter informally.
- (b) Step 2:  
If the grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance, in writing, with the district administrator assigned to that area, within ten (10) days after the informal conference. The written grievance shall state the nature of the grievance, reciting the specific clause or clauses of the agreement allegedly violated and specify the remedy requested.
- (c) Within ten (10) days after the Director of Nutritional Services assigned to that area receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved to discuss the alleged grievance and attempt to resolve the same. The Director of Nutritional Services shall render a decision communicated in writing to the aggrieved employee including a copy to the Union within ten (10) days following the conference between the Director of Nutritional Services and the aggrieved.
- (d) Step 3:  
In the event the grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal of the Director of Nutritional Service's answer within ten (10) days of the written decision with the Superintendent. Within ten (10) days after the written grievance has been filed with the Superintendent, the aggrieved and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer in writing within ten (10) days of the grievance meeting and communicate it in writing to the employee, including a copy to the Union.
- (e) Step 4:  
If the answer of the Superintendent is not accepted, the Union, within ten (10) days after receiving the Superintendent's answer, may request that the grievance be submitted to a joint committee consisting of the Board's Chief Negotiator, Superintendent or designee, the aggrieved, and the business representative of the Union. The Superintendent or designee shall, within ten (10) days

after the joint committee meeting notify the aggrieved and the Union in writing of the employer's decision on the grievance.

## **2.4 Representation**

- (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.
- (b) All grievances at Steps 2, 3, 4, shall be presented, discussed, and processed on the employee's (employees') non-working time. Any grievance at Step 1 may be discussed by the employee and his/her supervisor during the employee's working time, so long as such meeting and discussion does not interfere with the job, duties, and assignments of the employee, and where applicable, a Union representative, and does not interrupt the normal operations of the school system.



## ARTICLE 3 COMPENSATION

### **3.1 Hourly Schedule**

The following wage rate is hereby adopted for employees hired after 7-1-06.  
(Employees hired before that date are paid per Appendix A):

**The following wage rate for 2020-2021 schedule is hereby adopted.**

Salary Grade	Job Title	Probationary Rate	Base Rate	1 <sup>st</sup> Long Base Rate	2 <sup>nd</sup> Long Base Rate	3 <sup>rd</sup> Long Base Rate
0	Substitute	\$ 13.40	\$ -	\$ -	\$ -	\$ -
1	Part Time	\$ 13.40	\$ 13.96	\$ 14.17	\$ 14.37	\$ 17.44
2	Full Time	\$ 14.13	\$ 14.72	\$ 14.94	\$ 15.18	\$ 18.23
3	Ast. H. Cook	\$ 14.71	\$ 15.33	\$ 15.57	\$ 15.80	\$ 18.89
4	Head Cook	\$ 18.17	\$ 18.74	\$ 19.01	\$ 19.26	\$ 20.31

Employees who fill the position of part-time cook/accu scan clerk that exceed 27.5 hours per week shall be paid at the full time cook rate.

Time Basis for Payment of Hourly Rates:

Employees shall be paid the hourly rate prescribed herein for their respective classes of positions, whether it be the normal full-time working hours or less only including authorized paid leaves. Time Clock punches in and punches out are rounded to the nearest quarter hour. An additional 25 cents (part and full time)/ 30 cents (Head Cook) an hour will be paid to employees at Prairie Crest who are assigned to work on days that are non-school days for the k-12 program.

### **3.2 Special Salary Provisions**

#### **1. Plus Rates Higher Skills:**

In any case when a Salary Grade 1, Salary Grade 2 or Salary Grade 3 employee is qualified for and is temporarily required to serve more than five (5) consecutive days and accept responsibility for work in a higher salary grade position, then that employee shall receive the hourly salary grade for which their longevity would qualify them. In any case when a Salary Grade 1 or 2 employee is replacing an assistant or head cook, they are expected to assist in ordering so as to become qualified for any future openings.

**2. Compensation of Temporary Employees:**

Temporary employees occupying classified positions shall be employed initially at the probationary salary rate for the class in which employed.

**3.3 Entrance Pay Rates**

**1. Starting Rate on Initial Regular Employment:**

Original appointment to any position shall be made at the probationary rate and advancement from the probationary rate to the base rate within a pay range shall be by recommendation. All new employees must remain on probation for ninety (90) calendar days. At the end of a satisfactory probation the Director of Nutritional Service may recommend placement on the Base Step.

**2. Rate of Pay on Promotion:**

In any case where an employee is promoted to a class with a higher pay range, the rate of pay shall be at that employee's current longevity step until the probationary period as prescribed in Section 3.4 below is completed. Notwithstanding the above provisions, a part-time (Salary 1) employee promoted to a full time (Salary 2) position will be paid at the base rate for the full time position during the probation period.

**3. Starting Rate on Return to Duty:**

At the discretion of the Board of Directors, when an employee returns to duty in the same class of position after a separation from the school service of not more than one year, when separation was not due to discreditable circumstances. Such employee shall receive the rate in the pay range at the step corresponding to the step received at the time of separation and shall subsequently serve there for at least such period as is normally required before advancement to the next higher step rate. Employees on approved leave are not considered "separated from the school service."

**4. Starting Rate on Return from Military Service:**

Any employee who leaves or has left the school district service to enter the active service of the Armed Forces of the United States or the Peace Corps, and who subsequently is reinstated to a position previously held by him/her shall be entitled to receive the rate of compensation at the step to which he/she would have been entitled had his/her service with the school district not been interrupted by such federal service.

### **3.4 Probationary Advancement**

After promotion to a position covered by this Agreement, the first sixty calendar days of service in the position to which appointed or promoted shall be considered the period of probation, except if otherwise provided. In the event the employee does not satisfactorily complete his/her probationary period he/she shall revert to such lower position with the rate of pay which he/she would have been entitled had he/she continued to service in such lower position without promotion.

### **3.5 Longevity Rates**

Longevity rate schedules are intended to recognize long and faithful service, particularly where the opportunity for employment is limited or where there is no provision for further advancement within the base pay range. Such longevity rates shall be applied as follows: Any employee performing satisfactorily in a position for continuous period of eight (8) years shall be advanced on the first day of the payroll period after the completion of the eight (8) years of employment to the first longevity rate for the class grade. Any employee performing satisfactorily in a position for a continuous period of fifteen (15) years shall be advanced on the first day of the payroll period after the completion of the fifteen (15) years to the second longevity rate for the class grade. Any employee performing satisfactorily in a position for a continuous period of twenty-two (22) years shall be advanced on the first day of the payroll period after the completion of the twenty-two (22) years to the third longevity rate for the class grade. The seniority date is determined as provided in Article 4, and is subject to adjustment for layoff.

Requirements as to continuity of service: Service requirements for advancement within compensation ranges shall have the implication of continuous service, which means employment in school district service without break or interruption. Authorized leaves of absence with pay and leaves without pay shall not interrupt continuous service for longevity pay purposes.

### **3.6 Requirements as to Continuity of Service**

1. Service requirements for advancement within the compensation ranges and for other purposes as specified in this agreement, shall have the implication or continuous service, which mean employment in the school district without break or interruption. All absences without leave in excess of three (3) work days in any calendar year shall be deducted from and shall interrupt continuity of service.
2. For purpose of counting years of service, in arriving at placement on longevity pay steps, one year of service shall be granted for time spent as a full-time

employee for at least one school year of nine months' duration. Full-time shall be considered to be a job classified as requiring 27.5 hours per week or more. One-half year may be granted for full-time employment for at least five months. One-half year of service shall be granted for time spent as a part-time (less than 27.5 hours per week) employee for each separate school year of nine months. No service time shall be granted for part-time service for a separate school year of less than nine months. No service time shall be granted for time spent as a substitute; and shall not be eligible to advance to longevity steps as long as the employee remains a substitute.

3. Service in other jobs in the school district, outside of school Nutritional Service positions, will not be countable towards longevity service.
4. Employees will be held on the Base Rate Step if they have not completed the School Lunch Basic Food Course at Kirkwood Community College or an acceptable substitute course approved by the school Nutritional Service Director.

### **3.7 Notification of Vacancies**

1. A vacancy shall be considered that position which remains open and unfilled after the school district exercises all its rights of promotion, reassignment or transfer.
2. Notice of position openings shall be posted in all buildings for all vacancies as they occur. It is the intention of the school district to give first consideration to present employees for all vacancies for which they are qualified.
3. Notice of position openings shall be posted at least five (5) days prior to the closing date for receiving applications for position change.

### **3.8 Overtime Work and Compensation**

**1. Overtime Administration:**

In emergencies, the Nutritional Service Director may prescribe reasonable periods of overtime work to meet operational needs.

**2. Compensation for Overtime Work:**

Employees shall be compensated for authorized overtime work by payment at time and a half. Overtime for the purposes of this Agreement shall be defined as all hours worked in excess of forty (40) hours in any week during the period Monday thru Sunday. For purposes of describing "hours worked" in this section, hours allowed for paid leave shall count as hours worked.

**3. Compensation for Attending Required Workshops:**

Employees required to attend Workshops shall be compensated at regular wage rate for the time spent in attendance at said workshop, with the limitation that said time shall be paid for the required and approved portions of the workshop as approved by the Director of Nutritional Services.

**4. Adjustment for Lunch:**

The wage schedule in Part A is formulated on the basis that all full time nutritional service employees covered by this agreement are deducted one-half (1/2) hour for a non-paid lunch on daily time cards, by the Business Office. All Nutritional Service employees will be furnished meals "at the convenience of the employer: and without cost to the employee". Part-time Nutritional Service employees non-paid lunch will be determined on an individual basis.

**5. Outside groups:**

When an employee is required to perform routine work related to special events for non-school related groups, they shall be paid at one and one-half (1 1/2) times their rate of pay, or compensatory time off, provided there is no unpaid leave in that work week.

**3.9 Frequency of Pay**

Employees covered by this contract will be paid twice a month by direct deposit if possible.

**3.10 Non-Slip Shoes**

The employer will provide one (1) pair of non-slip shoes in the first year of employment upon successful completion of probationary status and one (1) pair annually in succeeding years from an approved provider as determined by the District for all employees. The amount for the reimbursement of the required non-slip shoes will be \$45.00. Shoes purchased by the employer remain the property of the employer and are considered mandatory while on duty.

**ARTICLE 4**  
**HOLIDAYS**

4.1 All employees shall receive credit for their regular assigned working hours for the following holidays:

Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Labor Day	Christmas Day
Thanksgiving Day	New Years' Day

4.2 Employees required to work on a holiday as listed shall be paid a rate equal to double their regular salary rate for these hours.

4.3 A minimum number of days worked is not required in order to receive paid holidays.

4.4 Any such employee shall forfeit his right to payment for any holiday if he has an unexcused absence on the last regular day preceding such holiday or on the next regular work day following a holiday.

4.5 When a holiday listed in this section falls on Saturday or Sunday, an additional day of vacation shall be granted in lieu of said holiday, unless the Board designates the Friday preceding or the Monday following as the recognized holiday.

## ARTICLE 5

### LEAVES OF ABSENCE

#### **5.1 Sick Leave**

1. Every regular full-time and regular part-time employee shall be entitled to sick leave as follows:

Years of Employment	Number of Sick Days
(1 <sup>st</sup> ) First year of employment	10 days
(2 <sup>nd</sup> ) Second year of employment	11 days
(3 <sup>rd</sup> ) Third year of employment	12 days
(4 <sup>th</sup> ) Fourth year of employment	13 days
(5 <sup>th</sup> ) Fifth year of employment	14 days
(6 <sup>th</sup> →) Sixth year & subsequent years of employment	15 Days

2. Sick leave days shall be determined as of June 1. Employees who during their first year of employment have completed less than ten (10) months prior to June 1, will be considered the same as ten (10) month service.
3. Unused sick leave may be accumulated to 90 days. Employees whose sick leave accumulation as of 6/1/84 is more than 90 days, shall not be reduced below their accumulated total sick leave, except by normal usage.
4. Employees absent from work on legal holidays, during sick leave, or on vacation, for disability arising from injuries sustained in the course of their employment, or for authorized leaves of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty.
5. An employee eligible for sick leave with pay may use such sick leave upon approval of Nutritional Service Director or designee for absence due to illness or injury. An employee on sick leave shall inform the Nutritional Service Director or designee of the fact and the reason thereof as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Nutritional Service Department may require a doctor's certificate before applying sick leave pay.
6. Absence for a fraction or part of day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount no smaller than one-half (1/2) day.
7. On separation from the school district service, all sick leave credit shall be canceled and may not be reinstated or paid for.

8. For persons on lay off, and who are recalled, previous accumulated unused sick leave will be reinstated.
9. Sick leave under this section applies to an employee's personal injury or illness that is of such a nature that the employee cannot perform the duties of his/her position. Use of sick leave for any other purpose is subject to disciplinary action up to and including discharge.

## **5.2 Injury Leave**

Any employee injured while engaged in work covered by Workmen's compensation by the school district insurance carrier for loss of wages caused by such injury. The difference between the amount paid by the Workmen's Compensation Insurance and the basic compensation rate of the employee may be taken from the employee's sick leave or vacation leave only with the permission of the employee. The employee will be notified by the Director of Business Services or designee of the option. If the option is not chosen, the employee will receive only the Workmen's Compensation payment. Deductions will be taken increments of full days only. In order to receive such supplemental benefits, a written statement from a practicing physician licensed under the laws of the State of Iowa describing the nature and extent of the injury in detail, may be required.

## **5.3 Family Sick Leave**

1. ~~An employee, eligible for sick leave, with pay, may use three (3) days a year of such sick leave to care for a spouse or one's own children who are considered minors by the state of Iowa. Employees shall be entitled to three (3) days leave annually, non-accumulative for illness in the family. Illness in the family leaves shall be subject to the approval of the Board. Illness in the family leave shall be construed to mean leave necessitated by illness of a member of the employee's immediate family. Immediate family shall be construed to mean spouse, child, parent, and other relatives whose permanent address is in the same household, as the employee. In the event that a child is born to an employee's spouse, "illness in family" days, if available, may be used for care associated with the delivery. In the event that an employee's spouse or minor child is hospitalized and the employee has exhausted all three (3) illness in family days and all available personal leave days, up to two (2) additional days of illness in family leave may be granted by the Superintendent or designee for the employee to be with their spouse or minor child during the hospitalization, for follow-up appointments directly related to the hospitalization which are scheduled within the same fiscal year, or for direct care of the spouse or minor child related to the hospitalization.~~



2. This leave shall be subject to the approval of the employee's supervisor.

#### **5.4 Special Leaves – Floater Days**

1. All regular full-time and regular part-time employees will be allowed two (2) floater days each year and can accumulate up to a maximum of three (3). These days cannot be used the first ten (10) school days or the last ten (10) school days. Days will be prorated for mid-year hires. Days become available upon successful completion of employees initial 90 days' probation. They cannot be used before or after a school calendar holiday or a vacation. Exceptions will be granted at the sole discretion of the Nutritional Service Director.

Twelve (12) month ECC Cooks will receive two (2) additional floater days. All available leave may be used on scheduled days that ECC is open for operation.

2. Employees must apply in writing three (3) days in advance of the leave to the Nutritional Service Director except under emergency or extenuating circumstances as approved by the Nutritional Service Director.
3. No more than two (2) employees per day will be eligible for leave. Employees not using any floater days during the contract year may request the amount of \$60.00 (not to exceed a regular days pay) per day claimed to be paid no later than their August paycheck of the contract year. Day(s) claimed will be subtracted from the floater days' accumulation if this option is taken.

#### **5.5 Bereavement Leave**

1. Bereavement Leave with pay and not to be deducted from sick leave, shall be authorized for the purpose of attending the funeral and attending to urgent business connected with the said death of members of the immediate family construed to mean parent, step-parent, child, step-child, spouse, brother, sister, grandchild, according to the following schedule:  
All employees -- up to five (5) days per occurrence.
2. Three days per occurrence of bereavement leave may be used by employees to attend the funeral of mother-in-law, father-in-law; maternal grandparents, paternal grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law. one day per occurrence of bereavement leave to attend the funeral of, aunt or uncle.

## **5.6 Jury or Court Duty**

The Board of directors may authorize special leave with pay for service on a jury or attending court, except in cases involving a criminal act by the employee or a civil case initiated by the employee or a case where the employee is testifying against the school district. Remuneration received by the employee, above mileage pay, for said services shall be turned over to the school district, in return for full regular pay from the district.

## **5.7 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. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

## **5.8 Special Leaves -- Board Approval**

The Board of Directors may authorize special leaves of absence for any period or periods not to exceed three (3) calendar months in any one fiscal year for the following purposes: With or without pay, for attendance at a college, university, or business school, for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the school district; without pay, for urgent personal business requiring employee's attention for an extended period as settling estates or liquidating a business; and with or without pay, for purposes other than the above that are deemed beneficial to the school district service. This leave may be renewed at the discretion of the Board.

## **5.9 Unpaid Leave**

In addition to leave authorized above, the Superintendent may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any school fiscal year.

## **5.10 Absence Without Leave**

An employee who is absent from duty shall report the reason to the Director of Nutritional Service prior to the date of absence when possible and in no case later than one hour before the commencement of a working day. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Three (3) consecutive days of absence

without leave shall be construed as representing resignation from the school district service.

### **5.11 Records**

Attendance and leave records for all school employees shall be maintained on a current basis by the Central Business Office shall be available for inspection.

## **ARTICLE 6**

### **SENIORITY**

#### **6.1 Definition**

Seniority is preference or priority by reason of length of service with the district, and is measured by the length of service in the school Nutritional Service Department.

#### **6.2 Seniority Date**

The seniority of an employee is determined by the length of service computed in years, months and days from the date of the beginning of the employee's last continuous employment, as a full-time or regular part-time Nutritional Service employee, as determined by the date the employee begins regular full-time or regular part-time employment, or, the date of first full-time contracted service, as determined by the employee's first contract, or other substantial evidence. The earlier of these dates will determine the seniority date of employment. Where two or more employees have the same net credited service, seniority between them shall be determined by the alphabetical order of the family or last name, or in case of the same last name, then their given or first name.

#### **6.3 Seniority List**

The district shall maintain a list of the employees within the Nutritional Service Department showing the names of all employees in the order of the seniority ranking. Protest of, errors in, or omissions from such lists must be made to the district within thirty (30) days from the date of the furnishing of such lists and revision thereof. A copy of the list will be available to interested employees at the school Business Office.

#### **6.4 Loss of Seniority**

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

1. Voluntarily resign or retirement;
2. Discharge for cause;
3. Failure to secure proper leave of absence, or failure to return by expiration date of leave of absence or extension thereof properly granted;
4. Laid off for a period of more than twenty-four (24) months;

5. Failure to return after being recalled from layoff;
6. Unexcused absence for a period in excess of three (3) consecutive working days.
7. An employee terminated prior to completion of the probationary period shall not be entitled to any seniority.

## **ARTICLE 7**

### **DELEGATES AND COMMITTEES**

- 7.1 If any employee is chosen by the Union as a delegate to a labor convention, or on a Union committee, the Union shall give the employer seven (7) days' notice where possible prior to such employee being absent for such purpose. Not more than two (2) employees may serve as a delegate or committee person at one (1) time without written permission from the employer. Serving on these committees shall be without pay.

## **ARTICLE 8**

### **STEWARDS**

- 8.1 The employer recognizes the right of the Union to designate a reasonable number of stewards and alternates from the employer's seniority list. The Union shall provide the employer with a list of such stewards and any change made from time to time.
- 8.2 A steward is expected to contact other employees regarding grievances either before or after work hours unless he secures prior permission from the Director of Nutritional Services. He/she may not leave his/her job assignment or cause another employee to leave his/her job assignment unless he/she has prior approval from the Director of Nutritional Services.
- 8.3 The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:
  - (a) The investigation and presentation of grievances with his/her employer or the designated employer representative in accordance with the provisions of the collective bargaining agreement.

- (b) The transmission of such messages and information which shall originate with, and are authorized by the local Union, or its officers, provided such messages and information:
  - (1) Have been reduced to writing,
  - (2) If not reduced to writing, are of a routine nature and do not involve work stoppages or slowdowns.

8.4 The Union recognizes that job stewards and alternates have no authority to take any strike action or any other action interrupting the employer's operations.

## **ARTICLE 9**

### **UNION REPRESENTATIVES**

- 9.1 Authorized representatives of the Union shall be permitted to visit the school facilities and confer with representatives of the employer. If such Union representative desires to confer with a Union steward of the employee, he must first notify the Director of Nutritional Services and such conferences are not allowed during the serving of school meals.
- 9.2 Upon reasonable request, during regular business hours, the employer shall produce for examination by an employee or his/her representative, time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute; or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

## **ARTICLE 10**

### **SAFETY ACCIDENTS AND REPORTS**

- 10.1 An employee involved in an accident shall immediately report said accident to the Director of Nutritional Services, and is responsible for filling out an accident report promptly, turning in all available names and addresses of witnesses. He/she shall also report any physical injuries sustained by themselves or any other persons involved in such accident.
- 10.2 An employee who is injured while on duty and is required to leave the job because of such injury and is required to remain off the job by a medical authority will be paid for the balance of his/her shift.

- 10.3 It is the duty of an employee to immediately report all defects in equipment to the Head Cook. The Head Cook shall notify the Director of Nutritional Services.

## **ARTICLE 11**

### **SEPARABILITY AND SAVINGS CLAUSE**

- 11.1 It is the sense and intention of the parties hereto that all of the provisions of this agreement shall comply with all applicable statutes or authority or restriction on authority granted the employer and any ordinances, rules and regulations made in compliance with such statute.
- 11.2 In the event that any provisions of this agreement shall at any time be declared invalid by a court of competent jurisdiction or found to be in conflict with any statute, ordinance or rule or regulation made in compliance with such statute, such decision or conflict shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions of this agreement shall remain in full force and effect.
- 11.3 Should it become necessary to suspend the operation of any provision of this agreement because of legislation or executive orders or regulations dealing with wage and price stabilization, to the extent it may be later permitted by law, and to the extent it was not honored, such provision shall be honored. The employer shall not be held responsible for interest of any kind on any amounts that would otherwise have been paid out by the employer under this agreement.

## **ARTICLE 12**

### **COMPLETE AGREEMENT**

- 12.1 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.

12.2 This article is not intended to prohibit discussion between the employer and employees in regard to existing practices or any changes effected by either the legislature or courts during the term of this agreement.

**ARTICLE 13**  
**PERIOD OF AGREEMENT**

13.1 This Agreement shall be in full force and effect from July 1, 2018, to and including June 30, 2021, and shall continue in full force and effect from year to year thereafter unless written notice to change or modify it is served by either party hereto prior to date of expiration, between September 1, 2020, and September 15, 2020. Base wage increases for the 2019-20 and 2020-21 fiscal years will be calculated based on Iowa Supplemental State Aide increases as outlined in the Tentative Agreement signed on March 21, 2018.

13.2 It is further agreed that the pay rate schedules in Article 3, wages and job classifications, and Appendix A; shall be effective for the first pay period ending in July, 2018; and on July, 2019; and July, 2020 for the 2<sup>nd</sup> year and 3<sup>rd</sup> years. Base wage increases for the 2019-20 and 2020-21 fiscal years will be calculated based on Iowa Supplemental State Aide increases as outlined in the Tentative Agreement signed on March 21, 2018.

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238,  
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD COLLEGE  
COMMUNITY SCHOOL DISTRICT OF TEAMSTERS.

By \_\_\_\_\_  
Title \_\_\_\_\_  
President of the Board

By \_\_\_\_\_  
Title \_\_\_\_\_  
Collective Bargaining Rep.



**APPENDIX A**  
**PAY RATES FOR EMPLOYEES HIRED BEFORE 7-1-06**

**The following wage rate for 2018-19 schedule is hereby adopted.**

Salary Grade	Job Title	Probationary Rate	Base Rate	1 <sup>st</sup> Long Base Rate	2 <sup>nd</sup> Long Base Rate	3 <sup>rd</sup> Long Base Rate
0	(Sub. Rate frozen until exceeded by probationary rates in 3.1 schedule)					
1	Part Time	NA	NA	\$ 17.00	\$ 17.21	\$ 17.44
2	Full Time	NA	NA	\$ 17.77	\$ 18.00	\$ 18.26
3	Ast. H. Cook	NA	NA	\$ 18.40	\$ 18.64	\$ 18.89
4	Head Cook	NA	NA	\$ 19.01	\$ 19.26	\$ 20.31

An employee initially hired before 7-1-06 that leaves employment with the District and is subsequently re-hired after a separation from service for a full school year (other than an approved leave) shall be considered a new employee under the salary schedule in Article 3.