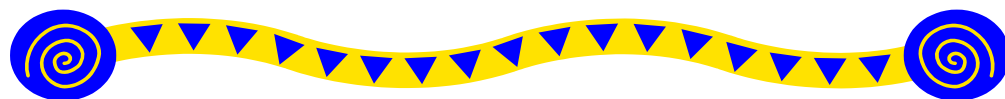


Laborers' International Union of North  
America Local # 566 contract with  
Clear Creek Amana Community  
School District for 2011-2013



## ARTICLE I

### RECOGNITION AND DEFINITIONS

#### A. Recognition

1. The Clear Creek Amana Community School District is recognized as a public employer governed by the elected Board of Directors.
2. The administrators are recognized as the agents of the Board empowered to manage the operations of the School District according to policies established by the Board of Directors.
3. The Laborers' International Union of North America, Local 566, as determined and ordered by the Public Employment Relations Board, Case # 8195, certified on the 23<sup>rd</sup> day of February 2010 is recognized as the exclusive bargaining representative of the following bargaining unit of employees of the Clear Creek Amana Community School District:

INCLUDED: Route bus drivers, special education drivers and shuttle drivers.

EXCLUDED: Substitute drivers and all other employees of the district.

#### B. Definitions

1. The term "Board," as used in this Agreement, shall mean the Board of Directors of the Clear Creek Amana Community School District or its duly authorized representatives.
2. The term "Employee," as used in this Agreement, shall mean all non-certified employees as stipulated in Section A.3 above.
3. The term "Union," as used in this Agreement, shall mean the Laborers' International Union of North America, Local 566 or its duly authorized representatives.
4. The term "Day," as used in this Agreement, shall mean bus driver work days.

## ARTICLE II

### HOURS OF WORK

#### A. Assignment

The administration shall determine all hours, starting and stopping time, and the assignment of employees during those hours to insure and maintain the services necessary and essential to the functioning of the school district. The administration shall not act in an arbitrary or capricious manner in doing so and shall notify the Union in writing of any significant changes.

#### B. Work Schedules

Work schedules, inclusive of the route time, route lengths and preparatory duties, are the sole and absolute right of the District. The employee is required **under 281-IAC 43.41(285)** to complete pre and post-trip requirements according to the following:

##### 1. Regular Routes

Each time a regular route employee leaves to transport assigned passengers; the employee will be paid for a fifteen (15)-minute prescribed pre-trip inspection. The employee is also required to complete a prescribed walk-through post-trip inspection. The District will provide an additional ten (10) minutes in pay status each work day for additional duties such as, but not limited to, fueling and student/family consultations.

##### 2. Out of District Activity Trips

Each time an employee of an out-of-district activity trip leaves to transport assigned passengers, the employee will be paid for a fifteen (15)-minute prescribed pre-trip inspection. The employee is also required to repeat the pre-trip inspection at the out-of-district activity location prior to returning with the assigned passengers. The employee is further required to complete a prescribed walk-through post-trip inspection.

##### 3. In-District Activity Trips

Each time an employee of an in-town or in-district extra-driving trip leaves to transport assigned passengers, the employee will be paid for a fifteen (15)-minute prescribed pre-trip inspection. The employee is also required to perform the prescribed walk-through post-trip inspection.

C. Probationary Period

All persons entering employment with the District, who have not previously been employed by the District, will serve a probationary period according to the following conditions:

1. The probationary period will be for ninety (90) working days.
2. Probationary employees may be separated for any cause by the District during the probationary period.

**ARTICLE III**

**WAGES AND PAYMENTS**

A. Wages/Amount

Each employee shall receive the compensation that is set out in the Salary Schedule in Appendix C. Wages will be negotiated annually and current contract language is negotiated for 2011-2013.

B. Overtime

1. Employees requested/required to work more than forty (40) hours in a seven (7) day period beginning at midnight on Saturday and ending at midnight on the following Saturday, or to work on holidays, shall be paid one and one-half (1 ½) times the regular route hourly rate for that employee.
2. Overtime shall be scheduled by the Transportation Director as per the needs of the District. It is the employee's responsibility to write a comment on the time sheet on any day that his/her time deviates from the regular time established for the route/shuttle.
3. No employee shall work overtime without advance approval unless an emergency exists that requires immediate attention.

C. Step Placement

1. Employees will be given credit for service each year in which they complete at least (90) ninety days of service.
2. Employees may voluntarily transfer between full-time and substitute employment without change of salary schedule placement.
3. Employees hired with prior school bus/van driving experience may be given credit for accrued experience up to six (6) years on the salary schedule.

D. Method of Payment

1. The wages of full-time nine (9) month employees shall have the choice of either receiving their pay in twelve (12) equal monthly installments or nine (9) actual times monthly payments except for any overtime worked. Any employee who works overtime will be paid for that overtime on the next payroll as provided in paragraph B(1).
2. Each employee shall receive his/her pay by direct deposit at his/her regular bank on the 15<sup>th</sup> of each month or the last business office workday prior to the 15<sup>th</sup>.

E. Activity Trips

1. Hourly activity rate - This is set out in the Salary Schedule in Appendix C with the minimum trip no less than two (2) hours.
2. Remuneration for overnight trips, out of state trips or trips over nine (9) hours will be determined by the superintendent at least one (1) week in advance.
3. If an activity trip is canceled after the employee has reported to the attendance center, or the employee is not informed of the cancellation, the employee will be paid one (1) hour or actual time worked, whichever is greater.
4. Meals will be reimbursed on overnight trips only.
5. Employees are expected to stay at the activity in the event of emergency situations requiring immediate boarding/departure of the bus(es) from an activity. However, other arrangements may be made by mutual agreement between drivers and event sponsors.

**F.**     Shuttle Trips

1.     Employees will be paid their regular route pay per hour for driving shuttle trips between attendance centers.

**G.**     Weather Cancellations

Drivers should check routinely with the school, the schools web site or the transportation director on days when the weather is bad or poor weather is forecast. The drivers phone tree will be implemented as soon as possible and drivers may sign up for the District electronic notification system.

**H.**     Reimbursement for Winter Plug-in

Drivers may request a District provided electrical timer for use during cold weather months.

**I.**     Reimbursement for CDL

The total cost of the required driver's license/CDL will be reimbursed to the employee during the year it is obtained. The driver is responsible for submitting a reimbursement request, with attached receipt, to the business office.

**ARTICLE IV**

**LAYOFF/RECALL**

**A.**     Layoff

If the employer determines it is necessary to lay off employees, the layoff shall be accomplished on a district wide basis in the following manner:

1.     Probationary employees shall be reduced first and without rights.
2.     When further reductions are necessary, seniority shall be determinative.
3.     Employees shall be given two (2) weeks' notice prior to being laid off.

**B.**     Recall

1.     Laid off employees will have recall rights to a vacant position in that employee's classification for one (1) year from the date of last working for the District.
2.     Employees determined to be qualified for the vacant position in that employee's classification, by the District, will be re-employed in the inverse order of lay-off.

3. Laid off employees must keep the District informed of their current address in writing.
4. Notice of recall will be by certified mail return receipt requested and the recalled employee must accept or reject the recall within ten (10) working days of the mailing of the notice or the employee will be deemed to have rejected the position. Acceptance of recall shall be in writing and hand delivered to the person issuing the recall notice. Rejection of recall shall terminate recall rights.
5. Recalled employees do not earn benefits or seniority while laid off. A recalled employee shall receive the rate of pay due His/Her had the layoff not occurred. (Example: An employee is earning \$6.50/hour at the time of the lay off. The negotiated wage increase for the following school year is \$0.30. When recalled, the employee's wage will be \$6.80). All unused accumulated sick leave shall be restored upon recall and seniority shall begin to accrue again to be added to the employee's prior seniority.

## **ARTICLE V**

### **SENIORITY/VACANCIES**

#### **A. Definition**

“Seniority”, as used in this agreement, shall mean an employee’s continuous length of service with the Clear Creek Amana School District from the employee’s latest date of hire. Seniority shall be used in determining lay off and recall, filling vacancies, and new jobs.

Employees with the same hiring date shall be placed on the seniority list in order of the last four digits of their Social Security number. The person with the highest number would be placed first on the list.

#### **B. List**

The district agrees to provide the Union, on May 1<sup>st</sup> prior to the new school year, with a list showing the seniority of each employee. A copy will be posted on the bulletin board where the drivers can see it.

#### **C. Vacancies**

“Vacancy” shall be defined as a position in the District which the Board of Directors has elected to maintain which is currently open because no employee is available to fill the position. The term “vacancy” shall not apply to any temporary or substitute position resulting from an approved leave of absence.

The District will post any vacancies or newly created jobs within the bargaining unit in the District office. Union Stewards and the Union's local office will be notified. If the employee is on scheduled leave or layoff, the District shall notify those employees by U.S. Mail. All notices of new jobs and vacancy positions shall state the position and minimum requirements. Applicants who fail to state the provided evidence of such minimum requirements with their application shall not be considered for the posted position. All vacancies or newly created jobs within the bargaining unit shall be posted at least ten (10) work days prior to filling the position. Employees, including employees on layoff, shall have ten (10) working days in which to make application for any vacancy or new job posted.

If an employee is removed or dismissed as a result of a decision of the Board to decrease the number of employees employed by the Board or to discontinue some particular type of employee services, written notice shall be mailed to the employee either by certified mail, return receipt requested or personal delivery with receipt at least fifteen (15) days before the employee is removed or dismissed, together with a statement of honorable dismissal.

## **ARTICLE VI**

### **HOLIDAYS**

#### **A. Paid Holidays**

All regular drivers will receive six (6) days of holiday pay, based on their regular route pay.

1. Christmas, Labor Day, Memorial Day, New Year's Eve Day, New Year's Day, and Thanksgiving Day.

## **ARTICLE VII**

### **LEAVES**

#### **A. Health Related Leaves**

Sick Leave applies as follows:

1. Employees will be granted fourteen (14) days of sick leave. Mid year hires and unpaid leaves will be prorated.

2. Unused Sick Leave is cumulative to one hundred twenty (120) days for all employees plus the employee's allotment for the next work year. After an employee has accumulated one hundred twenty (120) days, the additional days for that year may be used during that year first, providing that no more than one hundred twenty (120) days are carried over to the following year.
3. In all sick leave requests, the transportation director may require confirmation from a doctor after three (3) consecutive days of such absence. If no doctors visits were needed for these consecutive sick days and confirmation is requested the school district will pay for the doctor's visit.
4. The employer may, for just cause, require an employee to undergo a medical examination by a physician of the District's choice and at the District's expense. If the medical exam occurs during the employee's regular work hours, the employee shall be granted sick for the time to attend the appointment.
5. Sick leave may be taken in 1/2 day increments.

**B. Family Illness**

Employees shall be granted leave of absence at full route pay for immediate family medical/illness reasons. An employee planning to use an immediate family illness day or days for scheduled medical or dental appointments shall notify his/her supervisor at least one (1) day in advance.

Immediate family illness days shall not exceed six (6) days per year. Immediate family illness days will be deducted from employee's sick leave. The Superintendent, in their discretion, may grant additional days for immediate family illness not to exceed the total leave available for an individual employee.

Immediate family shall be defined as spouse, child, grandchild, parent, or any other individual residing with and under the legal guardianship of the employee. Immediate family illness leave shall be used in one-half (1/2) or whole day increments.

**C. Bereavement Leave**

1. Up to five (5) days of leave per occurrence shall be granted for each death of an employee's immediate family (spouse, child, sister, brother, parent, or parent-in-law, legal dependent, legal guardian, or member of the immediate household). The Superintendent, in their discretion, may grant additional days for bereavement leave not to exceed the total leave available for an individual employee. Personal leave may not be used during the last two weeks of the school year without permission of the Superintendent.
2. Up to three (3) days per occurrence shall be granted for death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, or grandchildren.

3. In the case of the death of any other relative or person of unusually close personal relationship, the employee may submit a request to the superintendent asking to be granted permission to attend the funeral without the loss of wages or benefits.

**D. Personal Leave**

1. Three (3) days of personal leave will be granted per year without loss of pay. They will be paid at the regular route pay. All requests for personal leave must be filed with the transportation director at least one week in advance of the intended leave, except in extenuating circumstances. Personal days may not be used the last two (2) weeks of the year without permission of the Superintendent.
2. Employees who have up to two (2) days unused personal leave days, at the end of the school year, will be paid for the unused day (s) at their regular route rate of pay.
3. Employees who have three (3) days of unused personal leave at the end of the school year, will carry one day of unused personal leave to next year's sick leave.

**E. Non-Paid Leave**

Employees who wish to take non-paid leave must have prior approval from the transportation director. Typically, employees will be expected to use existing paid leave before non-paid leave becomes an option.

**F. Jury Duty and Legal Leave**

1. Employees in the school system may be excused for jury duty or to appear in any work related judicial proceeding for which the employee has been subpoenaed. Any hourly remuneration the employee shall receive, except mileage, during such leave shall be turned over to the Clear Creek Amana School District. A copy of the subpoena will be furnished to the business office prior to payment of such leave. In the case of a required legal appearance during regular route hours the employee shall be granted legal leave without loss of regular route pay.
2. Cases involving an employee's personal matters which are not school related will be excluded from the above provision.

**G. Family and Medical Leave**

Employees of the District are entitled to unpaid Family and Medical Leave to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act (FMLA) of 1993. (This inclusion shall in no way reduce or adversely impact any other provisions of this Agreement).

**H.** Military Leave

An employee employed by the Clear Creek Amana School District being called to active duty in the military service shall be entitled to a leave of absence from employment for the period of such active state or federal service without loss of pay during the first thirty (30) days of such leave of absence (Iowa Code 29A 28). Such employee shall retain employment status.

**ARTICLE VIII**

**HEALTH & SAFETY**

A. The Employer shall endeavor to provide and maintain a safe place of employment. All employees shall endeavor, in the course of performing the professional duties associated with their employment, to be alert to unsafe practices, equipment or conditions and to report these to their immediate supervisors. Such unsafe practices, equipment and/or conditions shall be inspected within a reasonable amount of time by the supervisor and corrections recommended to the Employer.

**B.** IDOT Physical

School bus drivers will present evidence of good health every other year in the form of a physical examination report, unless otherwise required by law or medical opinion. The form, indicating the employee is able to perform duties for which the employee was hired must be returned prior to payment of salary. The school district will provide the standard examination form to be completed by the physician.

If IDOT physicals are done at the Amana Family Practice Clinic or the UI Healthworks in North Liberty, the district will pay the cost for the IDOT physical directly to the provider. Additional procedures requested by the employee will be billed to and paid for by the employee.

If employees do not use the Amana Family Practice Clinic or the UI Healthworks, the cost of the physical shall be submitted to the employee's insurance company and the remaining out of pocket cost will be reimbursed to the employee by the School District up to a maximum of \$72. It is the employee's responsibility to submit a copy of the insurance explanation of benefits to the District in order to obtain such reimbursement.

**C. Hepatitis B Vaccinations**

Employees identified in the blood borne pathogens exposure plan as having reasonably anticipated contact with blood or infectious materials will receive the Hepatitis B vaccine or sign a written waiver stating that they will not take the vaccine. All drivers and substitute drivers are identified in the district's blood borne pathogens exposure control plan as needing the Hepatitis B vaccinations.

Employees will take the vaccine at the Amana Family Practice Clinic in Amana or the UI Healthworks in North Liberty.

The district will pay the cost of the Hepatitis B vaccinations directly to the provider.

**D. Drug Testing**

Driver will be paid route pay for completing the required drug testing. The minimum amount of time is one (1) hour.

**E. Mandatory Continuing Education / Meetings**

If the district or state requires attendance at any meeting or class employees will be paid route pay for actual time spent in such meetings or classes.

**F. Flu Shots**

Flu shots will be provided, at no cost, to drivers who want to take the vaccination.

**ARTICLE IX**

**EMPLOYEE WORK PROVISIONS**

**A. In and Out of District Trips**

1. By August 1<sup>st</sup> of each school year full time route drivers who would like to drive the in and out of district activity trips will give their names to the transportation director. The list will be put in seniority order with the most senior person first and so on. Trips will be assigned in seniority rotation and full time regular route drivers will have first chance. If the full time regular route drivers don't want to take a trip the transportation director may use substitute drivers.

B. Bus Inspections

Employees are required to take their bus/van to all inspections conducted by the Department of Education. The transportation director will notify drivers of the date, time and location of all inspections. Employees will be paid at their route pay for time spent for bus inspections.

C. Scheduling Substitutes

When possible, employees will arrange for his/her own substitutes from the districts pre-approved substitute list. Employees will inform the transportation director when a substitute will be used and who it will be. In case of serious illness or an emergency, the transportation director will find the substitute for the employee.

D. Driver's License

Drivers will hold a license as required by the Iowa Department of Transportation.

E. Bus Parking

The transportation director will determine if the bus/van is kept at the employee's home or at school outside of work hours. In general, if the driver lives on the assigned route and gives his/her permission, the bus may be parked at the driver's home. If not, the bus will be parked at school.

The district will provide safe transportation for drivers to return to their personal vehicles, if needed.

F. Bus Routes

Bus routes will be reviewed each summer to evaluate safety issues and achieve maximum efficiency. Prior to the start of each school year, the administration will determine the expected amount of time it will take to complete each route. The district has the right to assign bus driver's duties. The district will inform drivers no later than the first week in August of their driving assignments.

G. Activity Pass

Employees shall have a free School Athletic Events single pass issued to them at the start of each school year.

H. Vehicle Repairs

Necessary repairs should be reported to the transportation director. Moving the bus/van to and from the repair site will be coordinated by the transportation director. The district does not expect the drivers to wait while repairs are being made.

I. Washing Vehicles

It is the employee's responsibility to ensure that the bus/van is clean on the inside and outside.

The district reserves the right to sub-contract work for bus/van washing services.

If the employee feels that additional washings are necessary during the period the district sub-contracts work, the employee may request additional washings through the transportation director.

## ARTICLE X

### GRIEVANCE PROCEDURES

A. Purpose

The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. The parties agree that grievance proceedings will be kept confidential as may be appropriate at any level of this procedure.

B. Definition

A grievance is a claim by the Union, an employee or a group of employees, involving an alleged violation, misinterpretation or misapplication of the terms of this specific Agreement.

C. Rules

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. Grievances involving a group of employees or employees from more than one work site may be initiated at the third (3<sup>rd</sup>) step of the grievance procedure in the form of a written grievance.

2. The failure of a grievant/Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the District's failure to grant a decision within the time limits shall permit the grievant to proceed to the next step of the procedure. The time limits, however, may be extended by mutual agreement in writing.
3. Any investigation or other handling or processing of any grievance by the grievant/Union shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grievant or other employees.
4. A grievant may be represented at all stages of the grievance procedure by himself/herself or by a Union representative.
5. No reprisals of any kind will be taken by the District against any employee because of his/her participation in the grievance procedures.
6. The District shall not be required to process a grievance through this grievance procedure if any claim or complaint, or appeal concerning the same of similar set of facts is filed in any form other than under the grievance procedure of this Agreement prior to the final resolution of such grievance.

D. Procedural Steps

First Step – Informal: An aggrieved person shall discuss the grievance with the employee's immediate supervisor with the objective of resolving the grievance informally. This discussion shall take place within five (5) days of the time that the incident occurs giving rise to the grievance.

Second Step – Supervisor: If the grievance cannot be resolved informally, the grievant shall file the grievance in writing on the Grievance Form provided (Appendix A), and at a mutually agreeable time, discuss the matter with his/her supervisor. The filing of the formal, written grievance at the Second Step must be within five (5) days from the date of occurrence of the event giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate in writing to the grievant/Union and the Superintendent within five (5) days after receipt of the written grievance.

Third Step – Superintendent: In the event a grievance has not been satisfactorily resolved at Step Two, the grievant/Union shall file a copy of the grievance with the Superintendent, his designee or secretary within five (5) days of the supervisor's written decision at the Second Step. Within ten (10) days after such written grievance is filed, the grievant and Superintendent or designee shall meet to discuss the grievance and the employee shall explain his/her position. The Superintendent or designee shall file an answer within ten (10) days of the Third Step grievance meeting and communicate it in writing to the employee, Union, and his/her supervisor.

Fourth Step – Arbitration: If the grievance is not resolved satisfactorily at Step Three, there shall be available a Fourth Step of binding arbitration. The Union may submit, in writing, a request on behalf of the Union and the grievant to the Superintendent within ten (10) days from receipt of the Third Step disposition to enter into arbitration. The Public Employment Relations Board (PERB) will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding upon the parties.

Expenses for the arbitrator’s services shall be borne equally by the Board and the Union.

The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearing promptly and shall issue his/her decision not later than fifteen (15) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of the final statements and proofs of the specific issues as are submitted to him/her.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator’s authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Union, and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

## **ARTICLE XI**

### **UNION ACCESS & ACTIVITY**

A. Use of Meeting Room

The Employer agrees to provide use of a meeting or media room to the Union for the purpose of holding meetings. The Union or its’ representative will contact the Employer Five (5) days in advance of a meeting to request appropriate locations and times.

B. Steward Activity

The Union agrees to furnish, prior to the beginning of each school year a list of up to two (2) Individuals to serve as stewards for the Union. These individuals shall be allowed time by the district and be made available by management when a disciplinary action is anticipated for the purpose of being present during the disciplinary meeting when so requested by any bargaining unit member.

## **ARTICLE XII**

### **DUES DEDUCTIONS**

A. Dues Deductions

The Employer agrees to deduct the Union membership dues from each paycheck of all members of the bargaining unit who sign and deliver to the Board office an assignment authorizing deduction of Union dues in the amount certified by the Treasurer of Local #566. The assignment shall specify the total amount of annual and monthly dues. The past month's aggregate deductions along with a statement that lists the employees who had dues deducted from their paychecks shall be remitted to the Business Manager/Secretary/Treasurer of Local #566 at the beginning of each month. The Union agrees that there will be no deduction for political pact money or other money used for political purposes on a state or national scale.

The dues deduction authorization shall continue in effect from year to year, but may be terminated by the Employee at any time by giving a thirty (30) day written notice to the Board and the Union.

B. Indemnification

The Union shall indemnify and hold harmless the District, its elected representatives, officers, administrators, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any actions taken or not taken by the District for the purpose of complying with the provisions of this Article.

## **ARTICLE XIII**

### **NO STRIKE/NO LOCKOUT**

During the term of this Agreement, employees represented by the Union shall not participate in a strike or concerted action in whole or in part. Employees represented by the Union shall not, during the term of this Agreement, participate in a concerted action, which will disrupt the normal or extracurricular activities of the District. During the term of this Agreement, the Board agrees it will not lockout employees.

## ARTICLE XIV

### MISCELLANEOUS

#### A. Right of Representation

Before conducting an investigation or interview which may reasonably be expected to result in disciplinary action against the employee being questioned, that employee may request that a Union representative be present. It is recognized that an employee may not insist that a particular representative be present.

This section does not apply to “run of the mill conversations,” for example, the giving of instructions, training, and employee evaluations or needed corrections of work techniques.

#### B. Access to Personnel Records

Each employee shall have the right to review the contents of said employee’s personnel file, with the exception of materials excluded under the Personnel Records Act, and to attach and place therein written reactions to the contents. The employee may review his/her file at a mutually agreed upon time. The employee may not remove any material from said file and must review the content of his/her file in the presence of the Superintendent or designee. Employee records shall be kept in a secure area.

#### C. Labor – Management Meetings or Cost Saving Committee

The Employer and the Union agree to conduct labor-management meetings upon request by either party. The meeting may be attended by two (2) Employer representatives and two (2) employee representatives selected by the Union. The purpose of the meeting will be to afford labor and management a forum in which to communicate on items that may be of interest to both parties. These meetings will take place outside of regular work hours on a volunteer basis.

It is agreed that an answer will be provided to labor-management agenda items within 30 working days after the meeting, if possible.

## ARTICLE XV

### SEPARABILITY

Should any article, section or clause of this Agreement be declared illegal, then that article, section or clause should be deleted from this Agreement to the extent that it violates the law, and shall be renegotiated, if legally negotiable. The remaining articles, sections and clauses shall remain in full force and effect.

**ARTICLE XVI**

**COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties.

**ARTICLE XVII**

**COMPLIANCE AND DURATION**

- A. This Agreement replaces and supersedes any and all other verbal or written agreements or previous practices between the parties. The Union and the Board acknowledge that the understanding and agreements arrived at between the parties in this Agreement have been arrived at voluntarily and unqualifiedly. This Agreement cancels any and all previous practices between the parties and this Agreement shall set forth all understandings and agreements between the parties.
  
- B. This Agreement shall be in full force and effect from July 1, 2011 to and including June 30, 2013. This Agreement is executed and agreed upon this \_\_\_\_ day of \_\_\_\_\_, 2011.

LABORERS' INTERNATIONAL  
UNION LOCAL #566

CLEAR CREEK AMANA  
COMMUNITY SCHOOL DISTRICT

\_\_\_\_\_  
By Business Manager  
Jon W. Holsten

\_\_\_\_\_  
By District Board President  
Tim Hennes

\_\_\_\_\_  
GPDLC Business Manager  
Charlie Shempf Jr.

\_\_\_\_\_  
By District Superintendent  
Denise Schares

**APPENDIX A  
GRIEVANCE FORM**

Distribution of Form

Issue: \_\_\_\_\_

- 1. Union
- 2. Employee
- 3. Employer

\_\_\_\_\_

First Step: Date of Discussion

\_\_\_\_\_

Second Step: Date filed

\_\_\_\_\_  
Grievant(s) Name

**SECOND STEP**

A. Date of Incident Causing Violation \_\_\_\_\_

B. Specific Section(s) of Contract Violated \_\_\_\_\_

C. Statement of Grievance (in detail) \_\_\_\_\_

D. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant or Union Representative

\_\_\_\_\_  
Date



**APPENDIX B**

INITIAL FEE AND DUES DEDUCTION AUTHORIZATION

The undersigned employee of \_\_\_\_\_ does hereby authorize my employer to deduct from my wages or compensation, regular monthly dues and remit same to the Treasurer of Laborers' International Union of North America, Local Union # 566 Iowa and the undersigned for himself, dependents, next of kin, heir and executors of administrators does hereby release and forever discharge the said employer from any and all liability, claims or demands to them for or on account of the aforesaid deductions to said Union. This authorization to be terminable by the undersigned at any time upon the giving of at least thirty (30) days written notice of such termination to the employer, as prescribed by the statutes of the State of Iowa.

Dues, contributions or gifts to the Local Union are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Local Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Iowa.

Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

Birthdate: \_\_\_\_\_

Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Employee Signature \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Witness \_\_\_\_\_

2011-2012 Wage Schedules

Bus Drivers

Wage	Experience
\$17.70	1
\$17.90	2
\$18.10	3
\$18.30	4
\$18.50	5
\$18.70	6
\$18.90	7
\$19.10	8
\$19.30	9
\$19.50	10
\$19.70	11
\$19.90	12
\$20.10	13
\$20.30	14
\$20.50	15
\$20.70	16
\$20.90	17
\$21.10	18
\$21.30	19
\$21.50	20
\$21.70	21
\$21.90	22
\$22.10	23
\$22.30	24
\$22.50	25
\$22.70	26
\$22.90	27
\$23.10	28
\$23.30	29
\$23.50	30
\$23.70	31
\$23.90	32
\$24.10	33
\$24.30	34

Hourly Activity Rate = \$12.25 / hour