

Fremont Community School District

Non-Certified Employees

2011 - 2012
Contract

TABLE OF CONTENTS

ARTICLE I, RECOGNITION AND DEFINITIONS

Recognition4
Definitions4

ARTICLE II, HOURS OF WORK

Assignment4
Full time Employees.....5
Lunch Period5
Break Period5

ARTICLE III, WAGES AND PAYMENTS

Wages/ Amounts5
Method of Payment6

ARTICLE IV, INSURANCE

Health Insurance7
Life Insurance.....7

ARTICLE V, LAYOFF & RECALL

Layoffs.....7

ARTICLE VI, SENIORITY/VACANCIES

Seniority.....8
Vacancies.....8

ARTICLE VII, VACATIONS

Vacation Schedules9

ARTICLE VIII, LEAVE

Sick Leave10
Work Related Illness11
Family Illness Leave11
Bereavement Leave11
Personal Leave11
Good Cause Leave12
Jury Duty12
Temporary Absence12
Family and Medical Leave12
Serious Illness12
Emergency Leave12

ARTICLE IX, HOLIDAYS	
Employees	13
ARTICLE X, SAFETY PROVISIONS	
Reasonable Force	13
ARTICLE XI, DISCIPLINE AND DISCHARGE	
Discipline.....	14
ARTICLE XII, GRIEVANCE PROCEDURES	
Purpose	14
ARTICLE XIII, DUES DEDUCTIONS	
Dues Deductions	16
Organizational Security Fee	17
ARTICLE XIV, NO STRIKE /NO LOCK OUT	
Strike	17
ARTICLE XV, MISCELLANEOUS	
Right of Representation	17
Access to Personnel Records	18
Use of Facilities	18
ARTICLE XVI, SEPARABILITY	
Separability	18
ARTICLE XVII, COMPLETE UNDERSTANDING	
Understanding.....	18
ARTICLE XVIII, COMPLIANCE AND DURATION	
Duration	19
APPENDIX A	
Grievance Form	20
APPENDIX B	
Dues Deduction	22
APPENDIX C	
Salary Schedules	23 - 27

ARTICLE I
RECOGNITION AND DEFINITIONS

A. Recognition

1. The Fremont 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 Union # 566, as determined and ordered by the Public Employment Relations Board (hereinafter referred to as PERB) as the certified sole and exclusive bargaining representative for all employees as set forth in the PERB certification instrument(Case No.7937) issued by PERB on the 16th day of October 2007. All non-certified employees of the Fremont Community School District System including but not limited to teacher aides, cooks, cafeteria workers, custodians, bus drivers, secretaries, day care, pre-school aides.

B. Definitions

1. The term "Board," as used in this Agreement, shall mean the Board of Directors of the Fremont 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 Union # 566 or its duly authorized representatives.
4. The term "Day," as used in this Agreement, shall mean calendar days, except if a last day falls on a Saturday, Sunday, or other holiday, the time period shall be extended to the next regular calendar day.

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. Full-time Employees

Full-time employees, hired after July 1, 2008, shall be defined as those that work thirty-seven and one-half hours per week for twelve months.

All current employees who are presently treated as if full-time shall retain full-time status for purposes of this Agreement unless there is a written exception within this agreement. This provision shall solely only apply to those employees employed as of June 30th 2008.

C. Lunch Period:

An unpaid lunch period of thirty (30) minutes will be provided to all staff who are scheduled for work between 11:00 Am and 1 Pm. This period will be assigned by the principal/superintendent. A paid lunch period may be scheduled for some employees whose work duties make it difficult to schedule a regular thirty minute lunch period.

D. Break Period:

All employees shall have a fifteen (15) minute paid break period during each continuous four (4) hour period. Break period to be scheduled at the discretion of the employer.

ARTICLE III
WAGES AND PAYMENTS

A. Wages/Amount

1. Each employee shall receive the same basic compensation in wages and benefits that they are currently receiving during the 2010-2011 school year.
2. For the 2011-2012 school year all employees will receive a two . zero two percent (2.02%) wage increase.
3. All employees hired after July 1, 2008 shall refer to addendum C for wages.

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 have the option of being paid one and one-half (1 1/2) times the regular hourly rate for that employee or receiving compensatory time off equivalent to one and one-half (1 1/2) times the overtime hours worked. Such compensatory time shall be mutually scheduled within thirty (30) days of the period in which it was earned.

2. Part-time employees requested/required to work overtime shall receive their regular hourly rate of pay until more than forty (40) hours of work has been performed in a seven (7) day period.
3. Overtime shall be scheduled by the District Administration/Designee as said District Administration/Designee determines, in his/her discretion, what are the needs of the District.

No employee shall work overtime without advance approval unless an emergency exists that requires immediate attention.

4. When maintenance or custodial employees perform required weekend building checks they shall be compensated at a minimum of one hour for each time they have to go out and do the building check. If the custodian or maintenance person has to go out twice on a day, like Saturday morning and then Saturday evening, because of activities, that will be considered as two building checks and a minimum of one (1) hour pay will apply to each time.
5. When school is called off due to inclement weather and the non-certified staff is not notified by 6:00 am the non-certified staff will be compensated a “show up” pay of a minimum of (2) hours.
6. When school has an early out due to inclement weather the non-certified staff shall have the option of finishing out their work day with pay or going home early without pay.

C. Method of Payment

1. Each employee shall be paid on the fifteenth each month. If the fifteenth falls on a day the bargaining unit does not work then their checks shall be issued on their last working day before the fifteenth.
2. It is the employee’s responsibility to have their time cards turned in by the 5th of each month. If the 5th falls on a weekend or holiday the time cards shall be turned in on the last work day prior to the 5th of the month.
3. In the case of an error in wages, the employer shall upon verification of such error make every effort to correct the error, and issue the corrected wages as soon as the Board Secretary/Treasurer is available. If the error results in an overpayment of wages to the employee, upon verification of such overpayment the employee shall reimburse the employer.

ARTICLE IV

INSURANCE

HEALTH INSURANCE

A. Insurance

All employees will receive the same insurance benefits currently provided by the Board.

LIFE INSURANCE

- A. The Board shall provide all full time employees with life insurance in the amount of fifty thousand (\$50,000) dollars per employee.
- B. The Board shall provide each full-time employee Long Term Disability Insurance.

ARTICLE V LAYOFF & RECALL

- A. If the employer determines it is necessary to lay off employees, the lay off shall be accomplished on a district wide basis in the following manner:
 - 1. Lay offs will be by category of employees in the unit to wit: teacher aides, cooks, cafeteria workers, custodians, bus drivers, secretaries, day care, pre-school aides.
 - 2. Employees within the category selected for layoff will be compared using the following factors:
 - a. Work record
 - b. Skills
 - c. Experience/Seniority

These factors may not have equal importance in each case. When that situation occurs an explanation will be provided by the administration. (For example: skills might be most important because an employee has a license as an electrician or is qualified to work with a boiler, special education aide working with one specific child, etc.)
 - 3. If the above factors are equal between the employees the employee with the least seniority within the category will be laid off first. If seniority is the same, the date of hire shall prevail. (I.e. last hired = first reduced) if tie remains then lottery draw.
- 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 worked for the District.
2. If two or more employees are on recall within the same classification the employee with the best qualifications will be recalled first. If qualifications are tied the employee recalled shall be determined by the employee with the most seniority.
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) calendar 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 him/ her had the lay off 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 VI SENIORITY/VACANCIES

A. Seniority

"Seniority" is the length of an employee's service starting with the first day on which duties are performed.

Seniority lists shall be developed for full-time and part-time employees. Copies of the seniority lists shall be distributed to the Union on or before February 1 of each year.

B. 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 every building and send by them (by e-mail) to each employee. 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 newly created jobs within the bargaining unit shall be posted at least five (5) work days prior to filling the position. Employee, including employees on layoff, shall have five (5) working days in which to make application for any vacancy or new job posted. Applicants for the position so posted shall be notified in writing within seven (7) working days after the position has been filled as to whether they were or were not the successful candidate.

If an employee is removed or dismissed as a result of a decision of the Boards 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 and also given to the employee either by certified mail, return receipt requested or personal delivery with receipt at least thirty (30) days before the employee is removed or dismissed, together with a statement of honorable dismissal.

ARTICLE VII

VACATIONS

After a year of continuous employment, 12 month employees shall be eligible for paid vacation days. Employees shall be allowed to carry over one (1) week of vacation time if all time has been taken and there is no other way for the employee to relies his/her vacation. Employees resigning or retiring who provide two (2) weeks notice are entitled to the monetary equivalent of all earned vacation days.

Vacation Schedule

After a year of continuous employment, employees that are 12-month employees (i.e. Custodians, Maintenance, and Day Care Assistants) shall be eligible for paid vacation days.

Years	Days
1-3	5
4-10	10
11-20	15
21-29	20
30+	25

With the approval of the District Administration/Designee, vacation may be used on a day-by-day basis. The use of vacation is subject to the approval of the employee's immediate supervisor.

If an employee is scheduled to work on a holiday they will be compensated at a rate of one and one half (1 1/2) times their hourly wage for a regularly scheduled day.

ARTICLE VIII

LEAVE

A. Sick Leave

Employees are granted leave of absence for medically related disability with full pay in the following amounts

1. Sick Leave applies as follows:

1st year employment	10 days
2nd year employment	11 days
3rd year employment	12 days
4th year employment	13 days
5th year employment	14 days
6th year and subsequent years employment	15 days

Unused portions of sick leave shall be cumulative to 120 days and the Board shall require such reasonable evidence as may be desired confirming the necessity for such leave of absence. Sick leave that is earned for the current year will be used prior to deducting from the 120 days.

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than the fourth formal working day of the employee.

Employees are to make every effort to locate a replacement to cover their absence if at all possible. And will be responsible for the notification of that replacement to the Superintendent.

Emergency leave without pay may be granted by the supervisor.

Sick leave may be taken in one-quarter (1/4) day increments.

Employees who retire, are laid off, or resign due to illness or injury, after twenty (20) years or more of continuous service will be entitled to ten (\$10) dollars reimbursement per unused sick day. Accrued sick days will be paid on actual days earned up to the date of retirement, lay off or resignation.

B. Work Related Injury or Illness

When an employee is absent from work as a result of a job-related injury or illness covered by workman's compensation, the employee may invoke one of the following alternatives:

- a. The employee may draw workman's compensation with no supplemental pay from the Board, which would result in no loss of accumulated sick leave.
- b. The employee may elect to have the Board supplement the workman's compensation to the extent that the compensation and supplement are equal to the employee's regular net salary. Sick leave days shall be used to justify the supplement by the Board in the same ratio as the supplement to the regular salary.

C. Family Illness Leave

Employees may be granted leave of absence at full pay for illness or doctors appointments in the immediate family (immediate family shall be defined as spouse, mother, father, brother, sister, son or daughter, or extended family relative (extended family shall be defined as son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren and non-relative in the household for whom you are responsible). The leave days will not exceed three (3) days per occurrence; extensions will need to be approved by the District Administration/Designee. Family leave will be deducted from the employee's sick leave.

D. Bereavement Leave

1. Up to five (5) days of leave per occurrence shall be granted for each death of an employee's spouse, child, parents or members of the immediate household.
2. Up to three (3) days per occurrence shall be granted for death of an employee's brother, sister, brother-in law, sister-in law, grandparent, grandchild, son-in-law, daughter-in-law mother-in-law or father-in-law.

E. Personal Leave

Each full-time employee shall be allowed two (2) days to be used for personal reasons. An employee planning to use a personal leave day or days shall notify his/her supervisor at least five (5) days in advance, except in case of emergency; provided however, such leave shall not be taken for a school day immediately before or after a holiday, or vacation period. One unused personal leave may be carried over to the next school year. Personal leave may be taken in one quarter (1/4) day increments.

A year shall be from July 1 through June 30.

F. Good Cause Leave:

Other temporary leaves of absences with or without pay may be granted in writing by the Supervisor for good reason. Good cause leave, granted with pay, will be deducted from the employees sick leave and may be taken in one quarter (1/4) day increments.

G. Jury Duty:

Leave for jury duty, required appearances in any judicial or administrative proceeding wherein the employee is not a party, except where his or her involvement is District employment-related or when required to testify in any litigation matter involving employees of the Fremont Community School District, shall be granted to employees of the school district with full salary during such absence, less any fees paid the employee for such services.

H. Temporary Absence: Temporary absence without pay, less than one-quarter (1/4) day, may be granted by the supervisor.

I. 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 of 1993. (This inclusion shall in no way reduce or adversely impact any other provisions of this Agreement).

J. Serious Illness:

Up to five (5) days per incident not cumulative will be allowed for serious illness of a member of the immediate family. Up to three (3) days may be granted per incident not cumulative for the serious illness of extended family. A request for an additional serious illness leave with pay may be granted at the discretion of the supervisor. Said decision shall be non-grievable. The Supervisor may grant additional leave days without pay for immediate family serious illness. Days used shall be deducted from accumulated sick leave. Serious illness may be taken in one quarter (1/4) day increments.

K. Emergency Leave:

One day may be granted by the Supervisor for funeral attendance in the event of the death of a friend or family not provided for elsewhere in this contract. This will be available only to those employees that used no more than five (5) sick leave days or less than two (2) personal leave days during the previous year. Emergency leave may be taken in one quarter (1/4) day increments.

ARTICLE IX

HOLIDAYS

Classified employees who work 12 months a year will be allowed eight paid holidays.

Holidays are New Years Day, Presidents Day, Friday before Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

ARTICLE X

SAFETY PROVISIONS

A. Use of Reasonable Force

1. An employee pursuant to Board Policy, may use reasonable force to quell a disturbance that could be threatening physical injury to others; to obtain weapons, for the purpose of self defense, and for protection of person and property.

2. Legal action against an Employee.

If legal action is pursued against an employee resulting from the performance of assigned duties or pursuant to Board policy the employee will be covered under the umbrella component of the school's insurance policy.

3. Reimbursement for Personal Property

The District will reimburse staff members up to \$500.00 for loss, damaged or destruction of personal property if assaulted on school premises or at a school activity.

The district will reimburse non-certified employees up to \$500.00 for personal property that is lost, damaged, or destroyed when used by authorized personnel for approved purposes. This coverage applies to personal property stored on school property to be used for normal duties and also applies to stolen property. It does not cover replacement cost for equipment that wears out due to normal use.

4. Reporting Assault

Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor.

ARTICLE XI
DISCIPLINE AND DISCHARGE

A. Expected Behavior

All employees shall perform their assigned duties cooperatively and competently and in accordance with policies, rules, regulations and directives. All employees are also expected to obey the laws, to adhere to professional ethics.

B. Sanctions

The Superintendent may impose the following disciplinary sanctions for breach of contract:

1. Counseling
2. Oral Reprimand
3. Written Reprimand
4. Suspension not to exceed (3) work days (with or without pay).
5. Suspensions not to exceed ten (10) work days (with or without pay).
6. Discharge

C. Discipline

The District hereby agrees that no member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures set forth in this agreement. Any reprimand will be conducted privately and in such a manner as to avoid embarrassment to the employee.

Article XII

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 (3rd) 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 or 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 ten (10) working 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 ten (10) working 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 ten (10) working 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) working days of the supervisor's written decision at the Second Step. Within ten (10) working 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) working 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) working 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) working 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 XIII DUES DEDUCTIONS

A. Dues Deductions

The Employer agrees to deduct the Union membership initiation fee, assessments and dues for 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 the 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.

- B. Organizational Security Fee
(Effective immediately in the event of the passage of “Fair Share” legislation to Iowa Law.)

Organizational Security- Upon written notification to the District of the amount of the fair share service fees by the President of Laborers’ Local Union # 566, District employees in the bargaining unit who are not members of Local # 566 and are not paying dues through payroll deduction, as a continued condition of employment, shall be required to pay a fair share service fee. The amount of the fair share service fee shall not exceed the monthly dues that are payable by the members of Local #566. The amount of the fee shall be deducted by the District from the wages or salary of the employee and paid to Local #566.

Organizational Security Fee Change

Local # 566 may change the certified fair share service fee amount once during the calendar year, or as may be required by law, and all costs associated with accomplishing such changes in fair share service fee amounts (machine, programming, etc.) shall be paid by Local # 566. Any changes in the amounts to be deducted for the fair share service fee shall be certified to the District, in writing by the President of Local Union # 566 at least 45 calendar days prior to the proposed effective date of the fee change. Estimated costs and time of completion shall be provided to Local #566 with in 30 days of the Local’s written request. Following agreement on the cost and time, Local #566 shall pay the cost and the District shall complete the changes.

ARTICLE XIV 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 XV 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 upon forty-eight (48) hours written advance notice submitted to the District Administration/Designee during the regular business hours established by the Central Office or at a time mutually agreeable with the District Administration/Designee and the employee. The employee may not remove any material from said file and must review the content of his/her file in the presence of the District Administration/Designee. Employee records shall be kept in a secure area.

C. Use of Facilities

The Union and its members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings and any equipment, including computers, printers, copiers and all types of audio-visual equipment when such equipment is not in use. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use. The District Administration/Designee shall be notified of the time and place of all meetings.

ARTICLE XVI
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 XVII
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 XVIII
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, 2012.

This Agreement is executed and agreed upon this ____ day of _____, 20__.

LABORERS' INTERNATIONAL
UNION, LOCAL # 566

FREMONT COMMUNITY
SCHOOL DISTRICT

Jon W. Holsten
Business Manager

By District Representative

Charlie Shempf, Jr.
District Council Business Manager

By Board President

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

E. Disposition by Supervisor (Step Two)

Signature of Supervisor

Date

THIRD STEP

A. The decision at the Second Step is rejected.

Signature of Grievant

Date filed

B. Reasons why Second Step Supervisor Answer is Rejected:

C. Disposition by Superintendent or Designee

Signature of Superintendent

Date

FOURTH STEP

A.

Signature of Union

Signature of Grievant

B.

Date Binding Arbitration Requested

APPENDIX B

INITIAL FEE AND DUES DEDUCTION AUTHORIZATION

The undersigned employee of Fremont Community School District 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 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

APPENDIX C

2011 - 2012 SALARY SCHEDULES

For New Hire Employees (hired July 1, 2008 or thereafter)

Para Educators & Child Care Staffs

<u>Year/Step</u>	<u>2011-12 Level 1</u>	<u>2011-12 Level 2</u>
1	\$7.82	\$7.99
2	\$7.99	\$7.15
3	\$8.15	\$8.31
4	\$8.31	\$8.48
5+	\$8.48	\$8.65

Substitutes: All – 90% of Level 1 Base but no less than the prevailing minimum wage rate for the State of Iowa.

Para-Educators & Child Care employees may bring up to four (4) years experience from another school district for placement on Year/Step.

Para-Educators are encouraged to pursue post-secondary education. Therefore, personnel holding at least an AA degree in either education or liberal arts, and/or a State of Iowa Para-Educator Certificate, and/or a Child Development Associate (CDA) Certificate will enter or more to Level 2.

Current Para-Educators must present proof regarding AA degree or higher and/or Para-Educator Certificate and/or Child Development Associate (CDA) Certificate by August 31st to be moved to Level 2 for the current school year. Any proof presented after this date will not allow for movement to Level 2 until the following school year. Those Para-Educators placed at Level 2 prior to July 1, 2008 will maintain that level.

Para-Educator applicants must present proof regarding AA degree or higher and/or a Para-Educator Certificate, and/or Child Development Associate (CDA) Certificate prior to the issuance of a work schedule for entry at Level 2.

2011 - 2012 SALARY SCHEDULES

For New Hire Employees (hired July 1, 2008 or thereafter)

Food Service Staff

<u>Year/Step</u>	<u>2011-12 Level 1</u>
1	\$7.88
2	\$8.13
3	\$8.29
4	\$8.66
5+	\$8.94

Substitutes: All – 90% of Level 1 Base but no less than the prevailing minimum wage rate for the State of Iowa.

Cafeteria personnel may bring up to four (4) years experience from another institutional food service atmosphere. The Superintendent will determine determination of allowable experience.

2011 - 2012 SALARY SCHEDULES

For New Hire Employees (hired July 1, 2008 or thereafter)

Custodial Staff

<u>Year/Step</u>	<u>2011-12 Level 1</u>
1	\$7.88
2	\$8.13
3	\$8.39
4	\$8.66
5+	\$8.94

Substitutes: All – 90% of Level 1 Base but no less than the prevailing minimum wage rate for the State of Iowa.

Custodial/Maintenance personnel may bring up to four (4) years of related experience. The Superintendent of Schools will determine experience level.

Level 1: All regular custodial staff

Extra/Summer Staff: Substitute Rate.

2011 - 2012 SALARY SCHEDULES

For New Hire Employees (hired July 1, 2008 or thereafter)

Secretarial Staff

<u>Year/Step</u>	<u>2011-2012 Level 1</u>	<u>2011-12 Level 2</u>
1	\$7.88	\$11.11
2	\$8.13	\$11.47
3	\$8.39	\$11.84
4	\$8.66	\$12.23
5+	\$8.94	\$12.63

Substitutes: All – 90% of Level 1 Base but no less than the prevailing minimum wage rate for the State of Iowa.

Secretarial and Administrative personnel may bring up to four (4) years of related experience. The Building Principal and/or Superintendent and/or Board of Directors will determine determination of allowable experience.

Level 1: Secretarial Office Assistants

Level 2: Secretaries to Principals
Administrative Office Assistants

2011 – 2012 SALARY SCHEDULES

For New Hire Employees (hired July 1, 2008 or thereafter)

Transportation Staff

<u>Regular Route</u>	<u>Regular Route AM/PM</u>	<u>+ Regular Shuttle AM/PM</u>
First Year	\$ 8,961.54	\$3,135.42
Second – Fifth Year	\$10,176.63	\$4,240.45
Over Five Years	\$10,783.05	\$4,845.75
<i>Substitutes per A.M. or P.M. Regular Route:</i>	\$22.40	
<i>(Regular Route/with Regular Shuttle)</i>	\$30.24	

Special Education Transportation

Shuttles to Eddyville or Oskaloosa or Ottumwa	\$16.20 per round trip
Shuttles to other locations	adjust to distance traveled

Extra-Curricular (Activity Trip)

\$16.20 per Hour

Extra-Curricular trips that will involve an overnight stay will be compensated at \$16.20 per each actual driving hour. All other hours, up to eight (8), will be at \$7.82 per hour. The District will pay driver's lodging and meals.

Bus Drivers may bring up to four (4) years of related experience. The Building Principal and/or Superintendent and/or Board of Directors will determine determination of allowable experience.