CLEAR LAKE CSD/TEAMSTERS #238 (PARA-EDUCATORS) 06-07

LABOR AGREEMENT

BETWEEN

TEAMSTERS LOCAL 238

AND

CLEAR LAKE COMMUNITY SCHOOL DISTRICT

(SUPPORT STAFF)
(PARA-EDUCATORS)

FOR THE PERIOD

JULY 1, 2006 – JUNE 30, 2007

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ARTICLE 1

DEFINITIONS

1.01 Pursuant to certification by the Public Employment Relations Board of the State of Iowa, Case Nos. 5923, 5929 and 5930 dated February 22, 1999 **and Case No. 7077 dated July 25, 2005** the Employer agrees to recognize and does hereby recognize the Union as the exclusive bargaining agency for all of the employees of the Clear Lake Community School as herein defined.

1.02 The term "employee" as used in this Agreement shall include all full-time and regular part-time bus drivers, food service, **para-educator** employees and custodian/maintenance employees.

1.03 The term "Superintendent" as used in this Agreement shall mean the superintendent of schools of the Clear Lake Community School District or his/her designee.

1.04 The term "Union" as used in this Agreement shall mean the Teamsters Local **238** or its duly authorized representatives.

ARTICLE 2

SENIORITY

2.01 A new employee employed as a regular full-time employee shall work under the provisions of this Agreement but shall be considered as a probationary employee until he/she shall have worked for the District a period of ninety (90) calendar days. Bus drivers shall be considered to be probationary until they have also completed and furnished proof of the required "Bus Drivers Training Course" which shall be provided by the District and which the employee shall attend as soon as reasonably possible. During the probationary period, probationary employees may be discharged by the Employer without further recourse. Upon completion of the probationary period, the employee shall be placed on the regular seniority list as of the date of hire, **which is the date and time the initial employment contract is signed.**

2.02 New employees employed as other than a regular full-time employee and who are not working the regularly scheduled workweek shall be considered as probationary until the employee has worked ninety (90) calendar days. During the probationary period, the employee may be discharged without further recourse. Upon completion of the probationary period, the employee shall be placed upon the regular seniority list as of the date of hire

2.03 "Seniority" as used in this Agreement means the regular full-time or regular part-time employees length of continuous service with the District from Date to hire, conditioned upon completion of the probationary period. Seniority shall be

deemed broken by discharge, voluntary quit, retirement, failure to return upon recall or expiration of leave of absence or unexcused absence in excess of three (3) working days of more and a one (1) year layoff.

2.04 In the event an employee who has been laid off is subsequently recalled in accordance with the terms of this Agreement, such employee shall lose all seniority rights if the employee fails to return to work within five (5) working days after being called back.

ARTICLE 3

DUES DEDUCTION

3.01 The employer agrees to deduct from the pay of all employees covered by this Agreement dues and initiation fees of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where law requires written authorization by the employee, the same is to be furnished by Union to Employer in the form required.

3.02 The Union agrees to indemnify and hold harmless Employer, each individual Board member and Administrators against any and all claims, costs, suits or other forms of liability and costs including court costs arising out of the application of the foregoing dues deduction provisions.

ARTICLE 3B

ACTIVITY TICKETS

All support staff will be given one (1) activity ticket. Anyone desiring a second ticket may secure one by volunteering to work at one (1) extra-curricular event without pay.

ARTICLE 4

LEAVES OF ABSENCE

4.01 **Unpaid Personal Leave of Absence:** Any employee desiring an unpaid leave of absence from his/her employment shall obtain written permission from the Employer prior to being eligible to commence such unpaid leave of absence. The maximum leave of absence shall be for ten (10) calendar days and may be extended for like periods up to a maximum of ninety (90) days with approval of employer. Inability to work because of medically certified sickness or injury shall

not result in the loss of seniority rights. Leaves of absence under this provision shall not be requested for the purpose of trying out other jobs or any self-employed enterprise.

4.02 **Sick Leave:** Support staff shall be granted leave of absence for personal illness or injury in the amount of fifteen (15) days per year. Unused sick leave days are cumulative to a maximum of one hundred five (105) days. Employees shall be required to use the annual sick leave days prior to use of accumulated leave from prior years. Evidence confirming the necessity of absence may be required. Classified personnel not working at least 37 ½ hours a week are not covered under the LTD policy, therefore, their accumulation is up to a maximum of one hundred twenty (120) days.

In case of illness of the employee's children, up to **five (5)** days of his/her allotted sick days may be used as child sick leave.

4.03 **Leave for Family Illness:** In case of serious illness of a member of the employee's immediate family, a maximum of five (5) days leave of absence with full pay may be granted such absence shall not be charged against sick leave. The immediate family, in such circumstances shall include: father, mother, son, daughter, wife, husband, brother, sister, father-in-law, mother-in-law, sister-in-law, daughter-in-law, **son-in-law, brother-in-law**, step family and grandchildren.

Serious illness is defined as something very urgent with hospitalization, care by specialist, or possibility of death involved **or approved by administrator**.

This leave may be used to allow a husband to be with his wife during the birth of a child.

4.04 **Jury Duty:** The Employer shall pay an employee their regular rate of pay if they are called or selected to serve on a jury or subpoenaed as a witness in Court proceeding, provided that the employee turns in all monies received in the performance of these duties (excluding travel and subsistence payments) to the Employer.

4.05 **Personal Leave:** Two (2) personal leave days with pay shall be granted by notification to the supervisor one week prior to the absence, if possible.

The personal leave days shall not be requested for absence if prior to or immediately following a scheduled non-work holiday or vacation period unless it is **approved by administrator.**

4.06 Employees Shall be given FMLA Leave per laws.

4.07 **Funerals-Death Leave:** In case of death in the immediate family, a member of the employee shall be granted up to seven days of absence with full pay. These days will not be charged against sick leave. Immediate family shall be limited to

father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, brother-in-law, sister-in-law, father-in-law, mother-in-law, **daughter-in-law, son-in law**, aunt, uncle, grandchild, niece, nephew or any other member of the household of the employee approved by the Superintendent **or Principal** and the Director of Building and Grounds prior to the absence.

It is conceivable that the death of some other person may be treated the same as that described above. Such cases will be considered on an individual basis.

Absences to attend other funerals may be granted by using personal leave or by deducting the cost of the substitute for the time missed.

ARTICLE 5

VACATION

5.01 Full-time employee (defined as 12 month regularly scheduled forty hours per week or more) will earn vacation based upon the following schedule:

After first year---------- five (5) days
2 through 7 consecutive years---------- ten (10) days
8 through 17 consecutive years----------fifteen (15) days
18 and subsequent years----------twenty (20) days

5.02 Vacation shall be accrued monthly. Vacation shall not be taken unless earned. Employees may carry over up to a maximum of seven (7) days of earned vacation.

5.03 In the event of termination, accrued but unpaid vacation pay shall be paid to the employee.

5.04 The Director of Buildings and Grounds or his/her designee will work with employee in establishing a vacation schedule.

ARTICLE 6

MAINTENANCE OF STANDARD

6.01 The employer agrees that all conditions of employment relating to mandatory subjects of bargaining will be as specified in Section 20.9, Scope of Negotiations, the Coded (1999 as amended).

ARTICLE 7

STAFF REDUCTION

7.01 If in the sole and exclusive judgment of the Employer it is necessary to reduce the number of employees within the bargaining unit, then and in that event reduction shall be accomplished in accordance with the following procedure:

a. Normal attrition;
b. Temporary and probationary employees; and
c. The remaining employees shall be laid off on a seniority basis within their department.
d. <u>Para-Educator Exception</u>. The Employer may deviate from the application of seniority as outlined above if the employer deems it necessary in order to retain a qualified Special Education Para-Educator.

7.02 Recall:

a. Employee (s) that have been on layoff for three hundred sixty-five (365) days or less are eligible for recall.

b. Eligible employees shall be recalled in the inverse order of layoff. Employees shall be personally notified or by certified mail-return receipt requested at their last known address or by telephone of their right of recall. Failure of an employee to return within five (5) working days after receipt or notification of being recalled shall forfeit his/her seniority and shall be considered a voluntary quit.

ARTICLE 8

GRIEVANCE PROCEDURE

8.01 A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of the agreement.

8.02 Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

8.03 The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the employer's failure to render a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

8.04 It is agreed that any investigation or handling or processing of any grievance by the grieving employee shall be conducted so as to result in minimal interference with or interruption of the work activities of the grieving employee.

The grievant's duly authorized representative may be present at any grievance meeting or hearing. The employee or employer may have a representative present to represent them at any step of the grievance procedure.

8.05 **First Step:**

An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and his/her supervisor.

Second Step:

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) working days from the date of the occurrence of the event giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within ten (10) working days after receipt of the grievance.

Third Step:

In the event a grievance has not been satisfactorily resolved at the second step, the

grievant shall file, within ten (10) working days of the supervisor's written decision at the second step, a copy of the grievance with the Superintendent. within ten (10) working days after such written grievance is filed, the grievant and Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) working days of the third-step grievance meeting and communicate it in writing to the employee and the employee's supervisor and Union.

Fourth Step:

If the grievance is not resolved satisfactorily in step 3, there shall be available a fourth step of impartial binding arbitration. The grievant may submit, in writing, a notice to the Superintendent within thirty (30) days from the receipt of the step 3 answer to enter into arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) working days after said notice is given.

If the two parties fail to reach agreement on an arbitrator within ten (10) working days, the PERB will be required to provide a panel of five (5) arbitrators. Each of the two parties will alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

Expenses for the arbitrator's services shall be divided equally between the School District and Local Union.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School district and the Local 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.

8.06 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 9

WORK WEEK

9.01 The work year for regular full-time employees may be less than twelve (12) months and the workweek may vary with the need of the position.

9.02 The work year for regular part-time employees may be less than twelve (12)

months and the workweek may vary with the needs of the position.

9.03 The work year for part-time personnel employed as school bus drivers/cooks only shall consist of the number of days classes are in session, plus any hours of training or cleaning.

9.04 All employees shall receive a fifteen (15) minute rest period during the first four (4) hours of work and (1) fifteen (15) minute rest period during the last four (4) hours of work.

9.05 Any employee who is called to work during non-scheduled hours shall be paid for the time worked or at least a minimum of two (2) hours at regular pay. Such hours shall be included in computing overtime. Overtime will be paid after forty (40) hours per week or eight (8) hours per day.

9.06 Regular part-time employees shall be considered for substitute work in the District when the position does not conflict with their regular positions.

9.07 If a custodian is responsible for checking the building (s) on weekends or holidays, they will be paid a minimum of 1 hour per day of overtime. If the custodian is not available, he/she needs to notify the Director of Building and Grounds.

9.08 An additional day, in excess of the 260 will be given as another day off.

9.09 CUSTODIAL PERSONNEL

Work week: The work week for all employees in the custodial and maintenance department shall be controlled by the adopted school calendar. Employees under these categories shall have a varied work week agreement which shall permit them to draw a regular salary for fifty-two (52) weeks. The working hours commencing with the first Monday following the official closing of school until the Monday preceding the official opening of school in the fall shall be from 7 a.m. to 12 noon and from 12:30 p.m. to 3:30 p.m. a total of 40 hours. Hours may be adjusted by the Superintendent to accommodate special projects.

Commencing with the first Monday preceding the official opening of school in the fall until the last official week of school in the spring, the working hours shall consist of fort-four (44) hour per week. Hours are to be arranged and approved by the Superintendent of Schools to cover the work to be done.
Note: An effort will be made to arrange schedules so that the work can be accomplished Monday through Friday. Exceptions:

1. A rotation schedule will be set up to have at least one (1) person on duty at the junior/senior high school complex.
2. Any work done on the weekend will be paid overtime.

Overtime: Regular Work week- Overtime pay will be in effect for all employees who have an assignment of over eight (8) hours per day or forty (40) hours per week Salaries will be computed by taking the hourly rate for that employee times 2,080 hours, adding on additional pay for the overtime hours at time and a half and dividing by 24 equal pay periods. Other special overtime work will be paid in the pay period following the reported additional overtime.

Overtime Beyond Regular Assignment: Any overtime in addition to that heretofore discussed shall have the advance approval of the Director of Buildings and Grounds. Special consideration will be given to snow removal, extra-curricular activities or emergencies that may arise.

Employment: Employees in this category will be directly responsible to the director of Buildings and Grounds who shall recommend employment retention or dismissal for just cause of any employee in this classification, after consultation with the Superintendent of schools.

TRANSPORTATION PERSONNEL

1. Bonus-two hundred dollars ($200.00) for drivers who do not miss more than six (6) trips (regular routes) other than paid sick leave, funeral-death leave, or jury duty.

2. In-Service Training. First year bus drivers will be paid for taking the eighteen (18) hour DPI training course at the current activity trip rate per hour.

   Additional required training sessions will be handled on an individual basis with the Board reserving the right to approve or disapprove reimbursement for such courses.

FOOD SERVICE PERSONNEL

Regular employees shall be given a $170.00/year uniform and shoe allowance. To be paid once a year to each employee when they turn in receipts. No carry over will be allowed.

If school is canceled, there will be a make up day, and the employee will get paid for a three-hour minimum or the hours that they worked. They have the option to work the rest of the day. If school is in session and we have a delay or get out early due to inclement weather, employees will get paid for their normal work-day.

Food service employees who are considered full-time (at least 37 ½ hours per week) will get 2 paid holidays per year.

PARA-EDUCATOR PERSONNEL

1. **Para-educators will be paid their normal work day when there is a late start or early dismissal due to inclement weather.**

2. **Para-educators will be paid for their normal workday when there are early dismissal days for inservice. The district also requests input from para-educators to help plan activities for early dismissal inservices. If there are early dismissal days when appropriate activities are not available, then para-educators will be allowed to leave the building at 1:00. Those people who choose to leave early will not be paid and will be asked to sign out in their office so payroll can be accurate.**

   Para-educators may be required to stay.

3. **New para-educators will be inserviced about procedures shortly before school begins.**

4. **Para-educators will have morning and afternoon breaks.**

5. **Lunch breaks are paid**

6. **Contracts will cover 183 working days. The 183 days includes inservice days and all other days when the students are in school.**

ARTICLE 10

HOLIDAYS

10.1 Regular 12 month full-time employees, shall not be required to work and shall be paid at the straight time hourly rate for the following holidays:

1. 4th of July.
2. The Friday preceding July 4th when said holiday falls on a Saturday.
3. The Monday after the 4th of July when said holiday falls on a Sunday.
4. Labor Day.
5. Thanksgiving and the day after. The day after may be used at some other time during the year. Personnel desiring to do so should make arrangements with the Director of Buildings and Grounds.
6. Good Friday.
7. The Monday following Good Friday.
8. Christmas and Christmas Eve, and New Year's day and New Year's Eve. When one or more of these four days fall on any weekend(s), the same number of "make-up" weekdays may be taken between Christmas and New

Year's, as designated by the Director of Buildings and Grounds.

9. Memorial Day
10. Employees will be released 1 hour early, with pay, on the last work day prior to all holidays.

10.2 Regular employees called to work on any of the above listed holidays shall be paid for the time worked, or at least a minimum of two (2) hours pay at one-and-one half times the regular rate in addition to the paid holiday.

10.3 In the event a holiday falls within an employee's vacation period, he/she shall be granted an additional day's vacation with pay.

10.4 Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) calendar days of absence due to illness, or non-occupational injury, or within the first six months of absence due to occupational injury.

ARTICLE 11

INSURANCE

11.01 The Clear Lake Community Schools will provide an insurance program for all full-time employees working at least 37 ½ hours per week, consisting of long-term disability insurance, liability insurance, $15,000 term life insurance, and worker's compensation insurance.

In addition, the district will provide the single premium for the Amended Protector 100 with Alliance-Select (group health and major medical insurance), the single premium for group dental insurance, and a $60 per month tax sheltered annuity (TSA) for 2005-2006, a $70.00 per month tax sheltered annuity (TSA) for 2006-2007 and a $80.00 per month tax sheltered annuity (TSA) for 2007-2008.

This insurance program's coverage shall be for the usual twelve (12) months of the professional employee's contract unless said time period be shortened by termination or resignation. In such cases, the coverage will be prorated according to the percentage of the contract fulfilled.

Health and Major Medical Insurance Coverage

A. The District will offer three H/MM insurance plans to eligible employees. One will be the Amended Protector 100 with Alliance Select with a single deductible of $100 and family deductible of $200 with coinsurance of 90/10 percent up to a maximum of $500. The second plan will be the Protector 200 with Alliance Select with a single deductible of $200 and family deductible of $400 with coinsurance of 90/10 percent up to a maximum of

$500 for single and $1,000 family. The third plan will be the Protector 750 with Alliance Select with a single deductible of $750 and family deductible of $1,500 with coinsurance of 80/20 percent up to a maximum of $1,500 single and $3,000 family. In addition, this plan will have a prescribed drug card. All three plans will have the same coverage including an unlimited lifetime maximum and no preexisting clause. A summary of coverage benefits is contained in Appendix F.

B. Each eligible employee will choose a H/MM plan. Choice of plan will be allowed only on an annual basis and will be submitted when signed contracts are due. This choice of plan will not require a medical questionnaire.

C. The employee may opt to apply the amount of the TSA toward the cost of his/her family insurance coverage. Any difference between the cost of the single premium Amended Protector 100 plan and the cost of the single premium from the chosen plan will be added to the employee's TSA amount.

11.02 **Group Dental Coverage**

A. The district will offer one dental insurance plan to eligible employees. The coverage will consist of:

Dental Coverage	Deductible (Single/Family)	Co-payment
Diagnostic/Preventative	$0/$0	80%
Routine Care/Restorative	$25/$75	50%
Endodontics and Periodontics	$25/$75	50%
Major Restorative Care	$25/$75	50%

11.03 **Long-Term Disability Insurance**

A. Monthly income benefit is 60% of the employee's covered monthly compensation to a maximum benefit of $3,000, reduced by disability benefits payable under the Social Security Act, excluding any amounts for which the employee's dependents may qualify and any accrued benefits received under IPERS or any other retirement plan of the school (only district contributions). Once established, the monthly income benefit shall not be further reduced by subsequent increases in Social Security benefits.

B. Qualifying period is 30 days or to the expiration of sick leave.

C. Maximum benefit period for accident or sickness (based on attained age when total disability begins):

AGE	MAXIMUM BENEFIT PERIOD
Under 62 years of age	To Age 65 (but not Less than 42 months)
62 years of age	42 months
63 years of age	36 months
64 years of age	30 months
65 years of age	24 months
66 years of age	21 months
67 years of age	18 months
68 years of age	15 months
69 year of age	12 months

D. Minimum monthly benefit is $100 or 10% of the monthly benefit before any reduction, whichever is greater.

E. Benefits are occupational and cover the employee both on and off the job.

11.04 **Liability Insurance**

A. Employees are covered by a school-financed liability insurance policy covering job-related performance of duties.
B. Includes the following benefits

TYPE OF COVERAGE	MAXIMUM AMOUNT OF COVERAGE
Bodily Injury Liability	$500,000 each occurrence
Products Liability	$500,000 each aggregate
Property Damage Liability	$500,000 each occurrence
Medical Payments Liability	$2,000 each person/$25,000 Each accident
Personal Injury Liability	$500,000 each occurrence

C. In addition, a $2,000,000 umbrella liability policy is carried on top of the basic coverage described.

11.05 **Life Insurance**

Employees shall be covered by a group term life insurance policy in the amount of $15,000 with the premium paid by the district.

11.06 **Continuation**

A. In the event that an employee--absent because of illness or injury-has exhausted sick leave accrual, the above mentioned benefits shall continue through the balance of the school year.

B. Employees on paid leave shall continue to have Board contributions made according to the level described above.

C. Employees on non-paid leave for one month or longer shall have the option to continue any or all of the Board insurance programs by paying the premium themselves to the Board secretary within 30 days of the billing date.

11.07 **Worker's Compensation**

It is understood that if an employee is drawing worker's compensation benefits, that remuneration received will be turned over to the Clear Lake Community School District while said employee is drawing full pay under the school district's sick leave plan.

Such benefits will be used to offset the time charged against the employee's sick leave. The credit will be determined by the relationship of the benefit received per day to the per diem salary.

When an employee's sick leave is exhausted and/or the employee is no long-term disability, it will be the responsibility of the long-term disability insurance carrier to coordinate the benefits of the LTD with worker's compensation and Social Security disability benefit payments.

ARTICLE 12

WAGES AND SALARIES

FOOD SERVICE

FOOD SERVICE	SALARY SCHEDULE		
2005-2006			
	SERVERS/DISH		KITCHEN
YEAR	WASHERS	COOKS	MANAGERS
1.00	7.19	7.40	10.00
2.00	7.40	7.61	10.11
3.00	7.61	7.82	10.21
4.00	7.82	8.02	10.32
5.00	8.02	8.23	10.42
6.00	8.23	8.44	10.52
7.00	8.44	8.65	10.63
8.00	8.65	8.86	10.73
9.00	8.86	9.07	10.84
10.00	9.07	9.27	10.94
11.00	9.27	9.48	11.05
12.00	9.48	9.69	11.25
13.00	9.69	9.90	11.46
14.00	9.90	10.11	11.67
15.00	10.11	10.32	11.88

FOOD SERVICE	SALARY SCHEDULE		
2006-2007			
	SERVERS/DISH		KITCHEN
YEAR	WASHERS	COOKS	MANAGERS
1.00	7.50	7.72	10.43
2.00	7.72	7.93	10.54
3.00	7.93	8.15	10.65
4.00	8.15	8.37	10.76
5.00	8.37	8.59	10.87
6.00	8.59	8.80	10.98
7.00	8.80	9.02	11.09
8.00	9.02	9.24	11.19
9.00	9.24	9.46	11.30
10.00	9.46	9.67	11.41
11.00	9.67	9.89	11.52
12.00	9.89	10.11	11.74
13.00	10.11	10.32	11.95
14.00	10.32	10.54	12.17
15.00	10.54	10.76	12.39

FOOD SERVICE	SALARY SCHEDULE		
2007-2008			
	SERVERS/DISH		KITCHEN
YEAR	WASHERS	COOKS	MANAGERS
1.00	7.83	8.06	10.89
2.00	8.06	8.28	11.01
3.00	8.28	8.51	11.12
4.00	8.51	8.74	11.23
5.00	8.74	8.96	11.35
6.00	8.96	9.19	11.46
7.00	9.19	9.42	11.57
8.00	9.42	9.64	11.69
9.00	9.64	9.87	11.80
10.00	9.87	10.10	11.91
11.00	10.10	10.33	12.03
12.00	10.33	10.55	12.25
13.00	10.55	10.78	12.48
14.00	10.78	11.01	12.71
15.00	11.01	11.23	12.93

Newly-employed Servers/Dish washers and Cooks may receive credit for outside actual position-related experience up to a maximum of four years. Step 5 on the Salary Schedule.
Newly-employed Kitchen Managers wages will be determined by the Superintendent.
.10 per hour additional allowance for food service certification.
.05 per year for each year over 15
Substitute rate for 2005-2006 $7.00 for 2006-2007 $7.25 and for 2007-2008 $7.50
Subs that have been with the District for at least 2 years will receive an additional .05 per hour for every year over two.
37.5 hours a week is full-time.

TRANSPORTATION PERSONNEL

2005-2006
Bus Driver starting rate: $977.19/Month (9 month contract)
Bus Driver after one year $1,081.39/Month (9 month contract)
Activity Trip rate: $9.50 per hour for 2005-2006
Activity Trip meal allowance: $5.00 per meal
Substitute Bus Driver $20.00 per trip

2006-2007
Bus Driver starting rate: $1,019.21/Month (9 month contract)
Bus Driver after one year $1,127.89/Month (9 month contract)
Activity Trip rate: $9.75 per hour for 2006-2007
Activity Trip meal allowance: $5.00 per meal
Substitute Bus Driver $20.00 per trip

2007-2008
Bus Driver starting rate: $1,064.06/Month (9 month contract)
Bus Driver after one year $1,177.52/Month (9 month contract)
Activity Trip rate: $10.00 per hour for 2007-2008
Activity Trip meal allowance: $5.00 per meal
Substitute Bus Driver $20.00 per trip

Open job will be offered to other drivers by seniority before hiring from outside.

CUSTODIAL PERSONNEL
2005-2006
Year
1-3 $10.84
4-7 $11.36
8-11 $11.62
12-15 $13.39
16 & up $14.74
Substitute/Part time rate: $9.00 per hour

2006-2007
Year
1-3 $11.31
4-7 $11.85
8-11 $12.12
12-15 $13.97
16 & up $15.37
Substitute/Part time rate: $9.25 per hour

2007-2008
Year
1-3 $11.81
4-7 $12.37
8-11 $12.65
12-15 $14.58
16 & up $16.05
Substitute/Part time rate: $9.50 per hour

DISTRICT MAINTENANCE PERSONNEL
2005-2006
1-3 $13.00
4-7 $13.52
8-11 $13.78
12-15 $15.55
16 & up $16.90

DISTRICT MAINTENANCE PERSONNEL
2006-2007
1-3 $13.56
4-7 $14.10
8-11 $14.37
12-15 $16.22
16 & up $17.63

DISTRICT MAINTENANCE PERSONNEL
2007-2008

1-3	$14.16
4-7	$14.72
8-11	$15.00
12-15	$16.93
16 & up	$18.41

PARA-EDUCATOR PERSONNEL
2006-2007

Start	**$7.60**
1	**$7.80**
2	**$8.00**
3	**$8.20**
4	**$8.40**
5	**$8.60**
6	**$8.80**
7	**$9.00**
8	**$9.20**
9	**$9.40**
10	**$9.60**
11	**$9.80**
12	**$10.00**
13	**$10.20**
14	**$10.40**
15	**$10.60**
16	**$10.80**

ARTICLE 13

HEALTH

Support Staff Physical Exams

All full-time and regular part-time employees are required to have a physical examination upon their initial employment. The exception to this requirement is for bus drivers who need annual physicals to receive a bus driver's permit.

Forms for the examination shall be provided by the district. The school district will pay out-of-pocket expense up to $125.00 on the cost of the examination. The district pays the annual cost of the bus drivers' physical.

ARTICLE 14

COMPLIANCE CLAUSES AND DURATION

14.01 Severability: If any provision of this Agreement shall be declared illegal by the court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions declared invalid, shall remain in full force and effect.

14.02 Term: This Agreement shall become effective **July 1, 2006**, and shall continue in full force and effect until **June 30, 2007**, and shall be automatically open for renegotiation October 1.

14.03 Notice: Whenever any Notice is required to be given by one party to the other, either party shall do so by certified mail at the following designated addresses, or at such other address as may be subsequently designated in writing to the other party:

a. If by the Union to Employer:
Clear Lake Community School District
Attention: Superintendent of Schools
306 1st Avenue North
Clear Lake, IA 50428

b. If by Employer to Union:
Attention: Ron Wheeler
404 15th Street N.W.
Mason City, IA 50401

ARTICLE 15

TRANSFER PROCEDURE

15.01 When in the judgment of Employer it becomes necessary to create a new employment position, or an existing and continuing position becomes vacant, the following procedure will be followed in filling the same:

15.02 Any vacancy which is in the best judgment of the District is of temporary nature, that is, of less than thirty (30) working days' duration, shall not be listed as a vacancy and it shall not be posted. The Employer can temporarily transfer and employee to the vacancy and this includes emergency filling of a vacancy until these procedures are implemented.

15.03 When there is a vacancy, the job classification, qualifications, building in which

the vacancy exists and approximate hours of work shall be posted. When the vacancy has been posted for 5 days, excluding weekends, the District shall accept no more applications for the vacancy. The District shall fill the vacancy on the basis of full-time personnel first, part-time second and seniority. **Para-Educator must be qualified for the job opening.** Any employee who fills a vacancy this bidding procedure and who fails to perform the required work satisfactorily with-in thirty (30) working days from date of assignment, shall be returned to his/her former position. Such employee may within (30) working days return to his/her former position at his choosing.

ARTICLE 16

NONDISCRIMINATION

16.01 Neither the Employer or the Union shall discriminate against an employee because of race, color, creed, sex, national origin, or age. Wherever the male gender is used in the Agreement, it shall also include the female.

16.02 After a disabled individual is employed, the Employer shall not be required under this Chapter to promote or transfer such handicapped person to another job or occupation, unless prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. (Section 601 A.13 Code of Iowa 1977 as amended.)

ARTICLE 17

IMPASSE PROCEDURES

17.01 It is hereby agreed by and between the Public Employer and Employee organization hereunder, will use the statutory impasse procedures as prescribed in Section 20, 21, and 22 of the Public Employment Relations Act (Chapter 20 of the Code of Iowa) to resolve any contractual impasse that may result during negotiations of this agreement.

ARTICLE 18

LICENSE

18.01 Any increased cost of the Chauffeurs license created by the CDL license shall be paid by the district. The school district will pay for needed endorsements to comply with local and state requirements such as a plumber license and a boiler operator license.

ARTICLE 19

SIGNATURE CLAUSE

19.01 In witness whereof, the parties hereto have caused this agreement to be signed by The respective, attested by their signatures placed thereon, all on the 23 day of aug 2006

CLEAR LAKE COMMUNITY SCHOOL DISTRICT

BY _____
CHIEF NEGOTIATOR

TEAMSTERS LOCAL UNION NO. 238

BY _____
BUSINESS PEPRESENTATIVE