

**Collective Bargaining Agreement  
between the  
United Electrical, Radio and Machine  
Workers of America  
UE Local 898  
and the  
Newton Community School District**



**2017-2018 and 2018-2019**

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It is the policy of the Newton Community School District not to illegally discriminate on the basis of race, color, national origin, gender, disability, religion, creed, age (Employment only), marital status, sexual orientation, gender identity and socioeconomic status (students/program only) in its education programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact the District's Equity Director, E.J.H. Beard Administration Center, 1302 First Avenue West, Newton, IA 50208. 641-792-5809.

## **Mutual Pledge of the Parties**

**The Union and the Newton Schools Administrative Staff have agreed to promote harmonious relations and efficient operations, and to carry out the collective bargaining Agreement in a spirit of harmony and goodwill.**

**ARTICLE I**  
**RECOGNITION AND UNION SECURITY**

**1.1 Bargaining Unit**

This Agreement is made and entered into between the Board of Education of the Newton Community School District (hereinafter referred to as the District) and the United Electrical, Radio and Machine Workers of America (UE), and its Local 898 (hereinafter referred to as the Union).

The School Board of the Newton Community School District recognizes the Union as the exclusive bargaining representative for the employees of the Newton Community School District in the bargaining unit as defined by the state of Iowa Public Employment Relation Board's certification in case number 5735, dated the 30th day of October, 1997: All full-time and regular part-time para-professionals, transportation workers, custodial workers, documentation/delivery worker, maintenance workers, and food service workers. The Union and the District have agreed to cooperate to promote harmonious relationships and efficient operations, and to carry out the collective bargaining procedures in a spirit of harmony and good will.

The parties will review all new classifications and if unable to reach agreement as to their inclusion or exclusion from the bargaining unit shall submit such classifications to the Iowa Public Employment Relations Board for final resolution.

**1.2 Request for Meetings**

The District and the Union shall meet for the purpose of negotiating a Collective Bargaining Agreement. Requests from the Union for negotiation meetings shall be made by the Union's designated representative. Requests from the District shall be made by its designated representative.

**1.3 Facilities and Equipment Usage**

The Union shall have the right to hold meetings on school district property as scheduled with the district office and/or building administrative supervisor/supervisor's designee.

Bargaining unit employees shall have the right to distribute literature and other union business, which may include, but not limited to distribution of union literature, election and membership materials through use of school mail.

The Union shall be provided with bulletin board space in each school, the maintenance office, the copy center, and the bus garage. In the high school, the Union will be provided with bulletin board space in the custodial control room, kitchen office, and teachers' lounge/workroom. In the Berg complex, the Union shall be provided with bulletin board space in the teachers' workrooms, custodial office and kitchen. All other elementary schools shall be provided with bulletin board space in the teacher workroom/lounge and kitchen. The District agrees that during working hours, without loss of pay, and on the District's premises, Union representatives (building representatives at their work location) shall be granted a reasonable amount of time for the purpose of posting Union notices on designated bulletin boards.

**1.4 Dues & Fees Deduction**

Upon receipt of a voluntary individual written request from any of its employees covered by this Agreement on forms provided by the Union, the District will commence deduction from the pay due such employee those dues required as the employee's member dues in the Union. The withheld dues shall be submitted to the Union on a monthly basis.

A member may terminate their membership dues at any time by giving the local a thirty day written notice.

An employee's request for dues deduction shall be effective on the payroll period immediately following the District's receipt of the request, except in the case of an employee who requests dues deduction after having dropped their membership. Such an employee must wait 120 days to begin deduction again. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions (when and if applicable) for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in the amount as shall be certified to the District in writing by the authorized representative of the Union.

1.5 Contract Distribution

The District will provide copies of the contract to the Union stewards and to all new employees. The District shall distribute a copy of the new contract agreement to each employee.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

2.1 Grievance

A grievance shall be an employee's written complaint alleging a violation involving the application and interpretation of provisions of this Agreement. An aggrieved employee may file a grievance on behalf of him/her self and others in similar situations. A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the alleged incident or violation took place, and the section or sections of the Agreement involved. The grievance shall be presented to the grievant's immediate supervisor on forms mutually agreed upon by the District and the Union (and included in the appendix). The grievance shall be signed and dated by the grievant. Prior to the filing of a formal written grievance, employees are encouraged to meet with the Supervisor to informally resolve any matter that might constitute a grievance. Should that informal meeting not resolve the matter, then the employee may proceed to Step 1.

2.2 Purpose

The purpose of this procedure is to resolve, at the lowest possible step, grievances which may arise under the provisions of this contract.

2.3 Procedures

Step 1

The grievance should initially be taken up with the supervisor by the employee, alone or, if the employee wishes, with his/her Union Representative. This will be on an oral basis. The supervisor shall attempt to address the grievance as soon as possible. If investigation or consultation is required, the supervisor shall be permitted to give an answer within 7 calendar days, or longer if agreed to by both parties.

Step 2

A written grievance may be filed within twenty-one (21) calendar days from the date of the occurrence by presenting it to the grievant's immediate supervisor. The immediate supervisor will, within seven (7) calendar days of receipt of a written grievance from the employee or Union representative, schedule a meeting with the Union representative, if applicable, and grievant and attempt to resolve the grievance. The supervisor will return a written answer to the grievant, Union representative, and superintendent within seven (7) calendar days following the Step 1 meeting. If the District does not answer Step 1 on a timely basis, the grievant may file the grievance at the next step.

Step 3

In the event a grievance has not been satisfactorily resolved at Step 2, the grievant may file (or authorize a Union representative to file), within seven (7) calendar days of the supervisor's written decision at the first step, a copy of the grievance with the Superintendent or Superintendent's designee. Within ten (10) calendar days after such written grievance is filed, the Superintendent or Superintendent's designee shall schedule a meeting with the grievant and Union representative and attempt to resolve the grievance. The Superintendent or Superintendent's designee shall file an answer within seven (7) calendar days of the second step grievance meeting and communicate it in writing to the employee, Union representative, and the supervisor.

#### Step 4 Arbitration

If the grievance is not resolved satisfactorily at Step 3 or the District has not answered at Step 2 on a timely basis, the grievant with Union permission may, within thirty (30) calendar days, call for arbitration. The mailing of an appeal to Step 3 shall be considered timely if postmarked within the time limits. Within ten (10) working days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a written request for a list of arbitrators shall be made to the Iowa Public Employment Relations Board by either party. The list supplied by the Public Employment Relations Board shall consist of five (5) arbitrators and, within seven (7) calendar days after the receipt of the list the parties shall determine by flipping a coin which party shall have the right to remove the first name from the list, the parties shall alternately strike a name from the list and the fifth and remaining name shall be the arbitrator. The arbitrator's decision will be binding on both parties. An arbitrator's decision on a grievance may not change or amend the terms or intent of the collective bargaining agreement in whole or in part.

The District and Union shall share equally the fees and expenses incurred by the arbitrator with the exception of cancellation fees which shall be paid by the party making the cancellation. Any expenses for witnesses called or counsel used shall be borne by the party calling such witnesses or using such counsel. Arbitrator's fees and expenses as a result of mutually agreed upon continuances or cancellations shall be shared equally by the District and the Union.

#### 2.4 Time Limits

The parties may mutually agree in writing to extend the time limits of any step of the grievance procedure. Such extension shall not be unreasonably withheld by either party.

#### 2.5 Processing Grievances

The grievant and one steward may be in pay status at scheduled meetings with the District that occur during the respective individual's regular work hours. The grievant is entitled to be present at all steps of the grievance procedure and to be represented by the Union.

### ARTICLE III SENIORITY PROVISIONS

#### 3.1 Definition

Seniority means an employee's length of continuous service with the District since the employee's date of employment. As long as an employee is employed in the bargaining unit, his/her seniority continues to accumulate.

Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a permanent position.

In the event two (2) employees have the same original date of employment, seniority shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

#### 3.2 Seniority Lists

On or about December 1 of each school year, the Union will be provided with fifteen (15) copies of a list showing the seniority by job classification of each employee. If a protest is not received within thirty (30) days of the posting, the list shall be deemed correct. Additional copies will be provided to the Union as reasonably requested.

ARTICLE IV  
LAYOFF AND RECALL PROCEDURE

4.1 Layoff

The District has the sole discretion to determine the necessity for an implementation of a layoff of the work force. A layoff is defined as a reduction in the number of employees (except a reduction caused by attrition) or a reduction from full time to part time employment.

Except in cases of emergency, notice of layoff will be given at least two (2) weeks in advance of the layoff, or two (2) weeks pay in lieu thereof.

Layoffs, including reduction of hours, shall be by seniority within job classification beginning with the least senior. Note: job classifications may have special requirements and qualifications.

Layoffs shall not be considered a break in service if the employee is recalled within 18 months.

4.2 Recall

The name of a laid off, permanent employee shall be placed on a recall list for the classification from which the employee is laid off. When one or more names are on a recall list for a class where a permanent vacancy exists, the District shall first offer that position, in seniority order, to any employee laid off from that classification where the vacancy exists. An employee to be recalled from a layoff shall be notified as far in advance as possible by certified mail, return receipt requested, mailed to his/her last known address as shown on the District's records. Any employee called back to work must notify the District in writing of acceptance within seven (7) calendar days after receiving such notice or at the time and date indicated in the notice, whichever is later. An employee shall be considered as having received notice of recall as of the date such notice is delivered to his/her last known address, as reflected by the District's records. It is the employee's responsibility to keep the District informed of his/her current address and phone number. If a laid-off employee rejects a position with hours of work less than their previously held position, that employee's rights to recall to another position shall not be lost. Laid-off employees shall remain on the recall list for eighteen (18) months.

ARTICLE V  
PROCEDURES FOR TRANSFERS

5.1 Involuntary Transfers.

Employees being involuntarily transferred or reassigned shall remain in their present classification and at the same place on the salary schedule. The employee with the least seniority in the classification shall be involuntarily transferred first. The employee shall be notified at least one (1) month in advance, if possible, before the involuntary transfer occurs and shall be granted a training period, if possible, for learning the new position with proper guidance and instruction.

5.2 Voluntary Transfer

A vacancy shall be defined for the purposes of this agreement as an unfilled bargaining unit position in any building or at any grade level, a position formerly held by an employee, or a newly created position. If the District elects to fill the vacancy, the District shall post the vacancy so that interested current Employees in the affected job classification may apply. This requirement may be waived by mutual agreement for exceptional circumstances.

Each new temporary position or existing position in which the District elects to use a "substitute" (non-bargaining unit employee) shall be posted and filled as a unit position after 120 days, unless mutual written agreement by the District and the Union.

1. Eligibility

Employees who desire to transfer to another position for which the employee meets the qualifications shall file a written request with the District indicating that interest. Request forms shall be available on bulletin boards.

2. Job Postings

The District shall post the vacancy for a period of ten (10) work days in each building on bulletin boards customarily used for

official employee announcements and on the school district website. One copy of each job posting shall be sent to the union president's district email address. When vacancies are posted over the summer break, a copy of each job posting shall be emailed to officers and stewards designated by the union. The posting shall include the job class, all qualifications, including all licenses and certifications that will be required for the position, work location, hours of work, and the pay scale. During summer recess postings shall be at the high school, bus garage, central office and District website.

All transfer requests must be filed during the ten (10) day posting period for each vacant bargaining unit position.

### 3. Procedures

The District shall have the discretion to fill vacancies based on special requirements and qualifications with existing Employees or new hires. If the District adds special requirements to an existing job classification, it shall be considered a new job classification.

The District may consider such factors as quality and continuity of existing functions, and employee qualifications. Employee qualifications shall include skills, abilities, employee work record, licenser, and certification. If factors are equal among applicants, then seniority shall be the deciding factor.

## ARTICLE VI HOURS OF WORK AND WAGES

### 6.1 Working Schedules

Work schedules are defined as an employee's assigned hours, days of the week, and days off. Schedules for all employees shall be posted five (5) days in advance except in emergency circumstances.

Whenever possible, the District will provide twenty-four (24) hours notice prior to requiring work outside the normal work schedule. Nothing in this agreement constitutes a minimum guarantee of work for an employee.

Nothing herein shall prevent the District and employee from mutually agreeing to a flexible schedule outside the normally scheduled hours.

Employees who regularly work thirty (30) hours or more per week shall be considered full-time employees.

All bargaining unit employees shall be paid for all hours worked. Mandatory attendance at meetings shall be considered as hours worked.

All eleven (11) month employees will be allowed to take their unpaid leave with approval of their supervisor.

When assigning part time custodians additional temporary work (substituting for full time custodians) the District shall make a good faith effort to equalize the work among part time custodians in the building.

### 6.2 Wages and Pay Periods

Employees shall be paid pursuant to the salary schedule in Appendix A.

Bus drivers employed for ten (10) months per year will be paid over twelve (12) monthly installments.

### 6.3 Overtime

Authorized overtime will be that time worked, with approval of the responsible Superintendent or supervisor of the division, over forty (40) hours in any one week and compensated at the rate of one and one-half (1-1/2) their hourly rate. All hours worked on Sunday in excess of forty (40) hours in a week shall be compensated at two times the employee's regular hourly rate. Paid holidays and vacations, and all paid leaves of absence shall be included in the calculation of overtime. Overtime shall not be paid for non-mandatory meetings.

All custodial work required for (1) special non school events and (2) school events outside the normal work schedule shall be assigned pursuant to the procedure described below.

- (a) Employees in each department who are working on the same shift, and who would normally divide overtime, shall be placed in groups which will be identified on the Overtime Group List. Opportunities to work overtime will be distributed equitably among the employees within the group.
- (b) Overtime records shall be kept within the department office for each overtime group in the department, which will establish any differential in overtime distribution among the employees within the group. These overtime records will be made available for inspection by the employees involved and the Union Representatives.
- (c) When any employee within an overtime group achieves an excess of twelve (12) or more charged hours of overtime in excess of any other employee in the same group, such other employee may file a written notice with the department head, to the effect that one (1) or more employees in the group are twelve (12) or more charged hours of overtime in excess. Such a notice must be signed by one (1) employee, and must be filed prior to the end of the shift during which overtime assignment, which would result in the further unbalance, was scheduled. If, following the receipt of such notice, an employee who is twelve (12) or more hours in excess of the aggrieved employee who signed the notice is permitted to work overtime without clearly justifiable reasons, the District shall pay to the aggrieved employee, who signed the notice, the earning that the employee who was in excess and who was permitted to work earned during such period. Such payment shall be charged as overtime worked. If any such notice is filed, it shall become cancelled and shall have no effect when no employees in the group have twelve (12) or more hours in excess of the aggrieved employee. If more than one (1) such notice is on file and an error in scheduling overtime occurs, the employee with the lowest overtime credits, who had a notice on file, will be paid the earnings received by the employees improperly scheduled. If several employees filing such notice have equal overtime credits, the penalty payment will be divided among them.

#### 6.4 Non-pyramiding Provision

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

#### 6.5 Compensatory Time

All use of compensatory time up to a banked forty (40) hours shall be taken upon approval of the employee's supervisor. The District may direct the use (including payment by District) of comp time banked in excess of forty (40) hours (see side letter). Any compensatory time banked by an employee but not used by the end of a school year shall be paid in cash the banked amount and included on the final paycheck of the school year.

Employees shall give at least a twenty-four (24) hour notice of their intent to use compensatory time unless waived by both parties. The employer/supervisor shall make a sincere attempt to meet the request of the employee.

Upon separating from School District service, employees shall be paid for any unused earned compensatory time.

#### 6.6 Callback Pay

The District agrees that employees called back for duty will be guaranteed a minimum of two (2) hours pay at their regular rate or at the overtime rate for hours worked in excess of forty (40) hours in a week. This provision shall not be construed so as to provide for additional compensation if the employee is called back for duty within the original two (2) hour period. Employees who are called back to work in excess of two (2) hours will be paid for actual time worked. To qualify for callback compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

#### 6.7 Bus Drivers

Current practices regarding assignment of non-regular routes shall continue.

Hours worked on out-of-district activity trips will be calculated from fifteen (15) minutes before the time leaving the bus garage to thirty (30) minutes after time returning to the bus garage.

When making activity trip assignments, priority shall be given to full-time drivers rather than substitute drivers. Except in response to exceptional circumstances, these assignments shall not be made if they interfere with regular routes.

All drivers must sign up on a form provided by management on a quarterly basis indicating the type of non-regular route trips for which they wish to be considered for assignment. All drivers shall remove their names when they no longer wish to be considered for assignment. The list of assignments may be reviewed by the Union at any time. Drivers and/or the Union may raise concerns about assignments with the Supervisor of Transportation and/or the labor management committee.

When management makes the non-regular route assignments, a copy shall be posted in the driver's lounge and be at least one week current. Allowances shall be made for changes due to unexpected circumstances

#### 6.8 Meal Periods

Current practices regarding meal periods shall continue. Meal periods shall be without job responsibility.

#### 6.9 Rest Periods

Current practices regarding rest periods shall continue. Rest periods shall be without job responsibility. Employees shall receive a fifteen (15) minute paid rest period for each four (4) hours of work per day.

#### 6.10 Scheduling Substitutes

It shall be the District's responsibility to find and schedule substitute employees as needed.

#### 6.11 Early Release

The District, via supervisors, will advise employees if their scheduled hours are affected by an unscheduled early release or late start. Employees shall not be docked for unscheduled early releases or late starts when the day is counted as a completed instructional day in the 180 day academic calendar.

#### 6.12 Use of Personal Vehicles

Employees are not routinely required to use their personal vehicle for school business. If a school vehicle is not available for use in traveling to required school business, mileage will be paid at the designated school rate.

#### 6.13 Seasonal Work

Summer or seasonal work opportunities will be posted. Bargaining unit employees will be offered summer or other seasonal work opportunities before anyone outside the bargaining unit is offered such work.

#### 6.14 Bus Driver Activity Trip Pay

When driving an overnight activity trip bus drivers will receive at least eight hours pay per day for trips requiring an overnight stay, with hours worked on non-activity trips also counted toward this eight hour minimum. If the arrival time on the return trip home goes beyond midnight, the activity minimum pay will not go into effect for the post-midnight period. The driver will also receive overtime pay if applicable (i.e. Section 6.3 above) calculated using the activity/trip pay rate except the provisions regarding Sunday double time do not apply.

#### 6.15 Substitute

When an employee substitutes for another employee in a different job classification that employee will receive the base rate of pay of the substituted employees' job classification.

#### 6.16 Sub Authorization for Paraprofessionals

Paraprofessionals who have received the substitute authorization per Department of Education mandates, may substitute for a teacher in the State-authorized, administrator-directed assignment. The parapro will be paid an additional \$3.00 per hour in actual hours worked in the substitute teaching assignment.

Parapros who possess a BA degree and substitute authorization, will be paid at an hourly rate based on the District substitute teacher established pay rate.

**ARTICLE VII**  
**HOLIDAYS**

**7.1**      **Holidays**

All full-time (thirty-five (35) hours or more per week) twelve (12) month employees in the bargaining unit shall be granted the following paid holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, President's Day, Independence Day.

If any such holidays fall on Saturday, the previous Friday shall be a holiday. If any such holidays fall on Sunday, the following Monday shall be a holiday.

All other bargaining unit employees shall be granted Christmas day and Good Friday as paid holidays at their regular daily rate of pay.

**ARTICLE VIII**  
**VACATIONS**

Full-time (thirty-five (35) hours or more per week) bargaining unit employees working on a twelve (12) month basis shall be granted paid annual vacation leave as follows:

- One (1) week after first full year seniority
- Two weeks (2) after two full year seniority
- Three (3) weeks after five full years' seniority
- Four (4) weeks after ten full years' seniority

Unused vacation shall be paid to the employee in the pay period immediately following the employees' seniority date.

Any employee who is laid off, separated from employment, retires, or resigns shall be compensated for the unused vacation accumulated at the time of separation.

Every attempt will be made to grant employees vacation at the requested time.

In the event of a serious illness or injury, with doctor's verification, while an employee is on vacation, that portion of the vacation leave may be substituted for and charged against the employee's accrued sick leave upon the employee's request.

In the event a full-time 12-month employee dies before receiving vacation pay for the year of death, the pro-rata share of vacation pay earned at the time of death for said year shall be paid to the estate of the deceased.

**ARTICLE IX**  
**LEAVES OF ABSENCE**

**9.1**      **Sick Leave**

All employees shall be granted fifteen (15) paid days of sick leave for each year of employment.

Unused sick leave may be accumulated from year to year up to a maximum of one hundred eighty (180) days.

Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, or pregnancy or childbirth.

The District may require a medical certificate or other appropriate verification after three (3) consecutive days, and shall provide the employee the reason for the request.

Employees will be permitted to use compensatory time and/or vacation in lieu of sick leave upon request. If an employee is

on sick leave when a regularly scheduled holiday falls, the employee's sick leave account shall not be charged for the holiday period.

When an employee returns to work from a layoff, any unused accumulated sick leave up to a total of the allowable maximum of one hundred eighty (180) days shall be restored provided the employee is reinstated within eighteen (18) months of layoff.

In no case shall an employee who is qualified for sick leave be required by the District to report to work.

Employees who are hired after the fiscal year has begun will receive pro-rated number of days based upon the time of hiring.

Sick leave days will be pro-rated for employees who work less than their agreed-upon contract. Adjustments reflecting the prorating of leave shall be made in the employee's final paycheck.

### 9.2 Bereavement Leave

In the case of the death of the father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, grandchild, comparable in-laws and domestic partner (individually and residing with the employee) of an employee of the District, the employee shall be granted permission to be absent from duty by the Superintendent or designee for as many days, not to exceed (5) per year with full pay, as may be necessary in his/her opinion, for attendance at the funeral and for any other purposes directly arising out of said death. In the event of two non-concurrent deaths within the immediate family as defined above, the Superintendent may grant additional leave days.

Two (2) days of absence annually shall be allowed to attend funerals or visitations of other relatives or close friends. Such leaves shall be granted with full pay and shall not be charged against sick leave nor shall such days be cumulative.

### 9.3 Family Illness Leave

Up to five (5) days of leave may be used to tend to the illness of the father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, grandchild, comparable in-laws and domestic partner (individually and residing with the employee) of an employee of the District. The District may ask for written verification from a doctor for absences of more than two (2) consecutive days. This leave is non-cumulative. Such leave shall be granted with full pay.

### 9.4 Personal Leave

For full-time employees, two (2) days per year shall be allowed for important personal business which cannot be conducted outside of the working day. Personal leave days are noncumulative.

For part-time employees, one (1) personal day as described in paragraph one (above) will be granted.

### 9.5 Professional Leave

Upon recommendation of the supervisor, employees may be granted paid leave to attend training seminars to improve skills applicable to their work responsibilities or to attain skills that would qualify them for other bargaining unit positions. The District will pay the cost of the seminar for all approved training.

Pre-approved expenses for lodging are limited to the rate of a medium priced hotel in the area. Lodging or meals may be pre-approved for a larger amount if special circumstances require the employee to stay or eat at a particular site. For travel requiring an overnight stay, pre-approved expenses for meals up to \$24.00 per day are allowed. For travel not requiring an overnight stay, pre-approved expenses for meals up to \$8.00 per meal are allowed.

### 9.6 Military Leave

The District agrees that military leave shall be granted pursuant to Iowa Code 29A.28.

### 9.7 Union Leave

At the request of the Union, employees shall be granted an unpaid leave of absence for Union activities up to 30 days per year, subject to the District finding a suitable replacement. Such employees shall accumulate seniority during such leave. Upon completion of such leaves of absence, employees shall be returned to their formerly held or like position at the rate of pay in effect at the time of return. Notwithstanding the above, Union members may elect to take vacation or earned compensatory time in lieu of leave of absence without pay.

**9.8 Leave Without Pay**

Except as otherwise provided for in this Agreement, leave without pay may be granted from the immediate supervisor subject to approval by the Superintendent in advance. Requests for leave without pay shall be on the District form. The District has sole discretion to grant or deny the leave request.

The employee shall be asked to explain the reason for any leave time requested. The District shall require an employee to use accumulated paid leave prior to receiving approval for unpaid leave except in instances of Union leave or except in emergency inclement weather.

The District recognizes certain requests for leave without pay may be governed by the Family Medical Leave Act (FMLA).

**9.9 Jury Duty**

An employee shall suffer no loss of salary by reason of jury duty or if subpoenaed for reasons due to employment with the district (except if the subpoena is issued on behalf of the employee or the Union). When jury duty pay has been received, the District may require a copy of the check. The employee shall then forward a check equal to jury duty pay to the District. There shall be no loss of regular pay.

When an employee is required to report for jury duty during the day (for more than four hours) that employee shall be excused from their work shift for that day.

**9.10 Notification of Accrued Leave**

Employees shall receive a calculation in September of their accrued sick leave, vacation, and personal leave.

**9.11 Use of Leave**

Use of leaves in this article shall be taken in at least half day or half shift increments.

**9.12 FMLA**

Employees shall be entitled to 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, including any subsequent amendments thereto, and the regulations issued implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract, nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

Should an employee utilize FMLA for their own health condition, the District will utilize paid leave in the following order: Sick Leave, Personal Leave (limited to only the two fully paid Personal Leave Days), and Family Illness Leave. Should an employee utilize FMLA for the serious health condition of a family member (father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, grandchild, and comparable in-laws, and domestic partner (individually and residing with the employee), the District will utilize paid leave in the following order: Family Illness Leave, Personal Leave (limited to only the two fully paid Personal Leave Days), and Sick Leave. The District will not move to another category of leave until exhausting the previous one.

A doctor's statement or medical verification will be required for FMLA extending beyond six (6) weeks. FMLA leave has a maximum limit of twelve (12) weeks.

**ARTICLE X  
INSURANCE**

**10.1 Workers' Compensation Benefits**

The District shall provide Workers Compensation Insurance as provided by the law and will make Workers Compensation forms and information available.

Employees shall not be required to utilize sick leave, vacation, or earned compensatory time prior to utilizing workers' compensation benefits. Upon request, employees may supplement workers' compensation benefits with accrued sick leave,

vacation, or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

10.2 Insurance Benefits

For full-time (thirty (30) hours or more per week) employees, the insurance program shall be current practice:

<u>Benefit</u>		<u>District Contribution</u>
Life and Accidental Death and Dismemberment	\$30,000	\$3.72
Long-term Disability	60% of contract salary	.13%/gross
PPO 500	\$500.00 deductible	\$ 636.24
Dental Comprehensive	\$50.00 deductible	\$ 28.63
Additional Employee Options	Family/Deductible	\$ 94.00

Part-time: employees (20-29 hours) will have the option to purchase core benefits (medical/dental) at the employee's cost.

Full-time employees: With the negotiated change from Medical PPO 100 to PPO 250, the current (side letter) full time UE employees will receive an additional \$524.52 per year beginning with 2005-2006 wages. This additional stipend will grandfather (red-circle/be eliminated) with the resignation of each of these individuals from full time employment.

Full-time employees: With the negotiated change from Medical PPO 250 to PPO 500, the current (side letter) full time UE employees will receive an additional \$361.08 per year beginning with 2010-2011 wages. This additional stipend will grandfather (red-circle/be eliminated) with the resignation of each of these individuals from full time employment.

**ARTICLE XI**  
**HEALTH AND SAFETY**

11.1

An employee with safety concerns should report those concerns to the immediate supervisor. If the employee is not satisfied with the response or resolution, the employee may report the concern to the appropriate Superintendent or Superintendent's Designee. Written concerns will receive written responses within a reasonable time. These concerns may include a request for protective wear if appropriate. The safety concerns and the District's response or resolution shall not be subject to the procedures of Article II.

11.2 Tools and Equipment

The District shall continue property insurance of employees' personal tools that are necessary for the performance of the employees' responsibilities and kept on the District's premises.

11.3 Clothing

The District shall provide maintenance and trades workers with uniforms.

11.4 Physical Examinations

Employees of the District shall file with the District at the beginning of service a written medical report of a physical examination by the licensed physician who has performed said examination. Report is to be completed on examination form prepared by the District. The District shall reimburse the employee any costs associated with the initial physical after 90 days of employment.

Bus Drivers: Physicals as required by statute, will be paid by the District. All bus driver physicals will be done at the District-approved provider location.

When the District's approved provider sends the employee to their personal physician to complete their required physical,

any cost up to the District's current reimbursement rate amount incurred by the employee, shall be paid by the District.

11.5 Training

The District will provide all required training and will consider developing additional training programs as requested by the employees. Employees shall receive their regular pay while attending training programs.

**ARTICLE XII**  
**PERFORMANCE EVALUATIONS**

The District shall complete a formal evaluation in writing of each employee no more than once a year. A copy of the written evaluation will be provided to the employee. The employee shall have an opportunity to attach written documents to any evaluation which is included in the employee's personnel file. At least one month prior to evaluation, employees shall be notified of the criteria on which they will be evaluated. Only below standard performance evaluations will be grievable on the basis that they are inaccurate or that they contain mischaracterizations.

An employee signature on a performance evaluation does not signify agreement with the evaluation, only that the employee has received a copy.

ARTICLE XIII  
MISCELLANEOUS

14.1 Activity Passes

Employees may volunteer to work two (2) events or activities. An activity pass will be provided for admission of employee and guest to those who volunteer. Employees who work more than two (2) events or activities outside the regular day will be paid per the following schedule:

\$12.00	\$16.00	\$22.00
Ticket Sellers/Takers Plays & Music Activities	Ticket Sellers/Takers for Varsity Contests (except track)	Supervisors Varsity/Sophomore football
Ticket sellers/Takers for Non-varsity Contests	Varsity & Non-varsity 2 games *PA *Scorekeepers *Clock	
Track Field Events Workers	Supervisors Varsity FB (1 game only)	
Varsity & Non-varsity *PA *Scorekeepers *Clock	Supervisors Varsity Wrestling	
Varsity BB Supervisors (1 game only)	Track Meets (except Cardinal Relays) *PA *Scorekeeper *Head Timer *Clerk	
Volleyball Line Judges (Varsity game only)	Elementary Carnivals	
Cross Country Workers	Supervisors Cardinal Capers	
Track Ticket Takers		

**ARTICLE XIV**  
**SAVINGS CLAUSE**

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision, and upon issuance of such a decision, the District and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

When this contract is a multiple-year contract and the parties fail to agree on provisions for substitution in fifteen (15) calendar days following the start of negotiations, the parties shall submit to arbitration under the terms of Article II of this Agreement. When this contract is a single year contract, negotiations for substitute provisions shall occur during regular annual negotiations.

**ARTICLE XV**  
**TERMS OF AGREEMENT**

This Agreement shall be in full force and effect for a period of two (2) years beginning July 1, 2016, and ending June 30, 2018. Upon termination of the Agreement all obligations under the Agreement are automatically canceled.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective chief negotiators, and their names placed hereon, all on the 10<sup>th</sup> day of February, 2017.

UE Local 898  
Newton Comm. Schools Classified Staff

Newton Community Schools  
Board of Education

BY: Dave Rojohn  
President

BY: Travis Padget  
President

BY: Jennifer Marsh  
Chief Negotiator

BY: Bob Callaghan  
Chief Negotiator

**LETTER OF UNDERSTANDING**  
**ARTICLE V**  
**PROCEDURES FOR TRANSFERS**

During negotiations the parties discussed and herewith amplify said discussion in this form, which does not constitute a part of the basic agreement.

Labor-management committee will have a session by August 25, 2015, with representation of building principals regarding (1) improved communication of expectations for new hires and in instances of reassignments; (2) criteria building principals use when making such reassignment decisions.

Paraprofessionals may raise concerns about assignments directly with the building principal, central office and/or through labor/management committee. They may be represented by the Union. The decision regarding assignment and the review of that decision shall not be subject to grievance procedure.

**LETTER OF UNDERSTANDING**  
**ARTICLE VI**  
**HOURS OF WORK AND WAGES**

During negotiations the parties discussed and herewith amplify said discussion in this form, which does not constitute a part of the basic agreement.

The following schedules will apply for custodians and maintenance employees:

Winter and Spring Break: normal shifts shall apply. When operational/work load circumstances permit, summer hours will be implemented. This practice may vary from building to building depending upon work requirements.

Summer: Custodial and maintenance workers will switch to summer hours the regular work day following the last scheduled work day for teachers to be present in the buildings. Normal shifts shall start in late July or early August as operational/work load circumstances necessitate, after a 5 day posting as required by Article 6.1.

In addition, these decisions regarding timing of shift changes described above will be reviewed in advance by the Director of Human Resources with the Union President.

**LETTER OF UNDERSTANDING**  
**ARTICLE VI**  
**HOURS OF WORK AND WAGES -- Compensatory Time**

Both parties have agreed to a fair and equitable use of compensatory time accumulated over 40 hours. According to the Article VI – Section 6.5 – Compensatory Time of the Negotiated Agreement, an employee may accumulate up to 40 hours of compensatory time (comp time) to take at their discretion, pending supervisor approval. “The District may direct the use of comp time banked in excess of 40 hours.” In some circumstances (snow removal, temporary shortage of needed labor, etc.), it may be necessary for an employee to accumulate more than 40 hours. In the event that an employee would bank more than 40 hours, the following policy would take effect:

- All comp time over 40 hours must be used in a given pay period. District accounting closes the books on monthly payroll on the 10<sup>th</sup> of the month. Any excess comp time must be used between the 1<sup>st</sup> of the month in which the comp time is earned and the 5<sup>th</sup> of the following month (i.e. if excess comp time is earned on the 27<sup>th</sup> of January, the employee would have until the 5<sup>th</sup> of February to use any excess, before the excess would be paid as wages in the month of February).
- If by the 1<sup>st</sup> of the month the comp time has not been used, then the employee will be paid out in cash for those comp time hours in excess of 40 at the appropriate rate of pay in the next pay check.
- At the start of every pay period, an employee will have no more than 40 hours of comp time.
- As per the Negotiated Agreement, any compensatory time banked by the employee but not used by the end of a school year shall be paid at the appropriate rate and be included in the final paycheck of the school year. Therefore at the beginning of each fiscal year (July 1), an employee will have zero hours of banked comp time.
- Employees shall have the option of carrying forward overtime hours earned and banked in June (and only June hours). If work requirements, schedule needs, and/or budget needs do not allow the employee to take this June earned comp. time off, then in July the banked time will be paid off by the District.

The employee’s immediate supervisor and the Superintendent must approve any exceptions to the above policy.

## APPENDIX A: SALARY SCHEDULES

The District shall continue current practices as set forth below regarding salary schedule placement.

A. Effective July 1, 1998, for all new hires employment for one-half or more of the employee's contract length shall be credited as a step for salary schedule placement.

I. Total package dollars as agreed upon are:

Fiscal Year	Total Cost Increase	Total Package Percent Increase
2017-2018	71,843.96	2.0%
2018-2019		

- *Any potential salary package increase hinges on the cost of health insurance and possible IPERS contribution rate changes.*
- *Allowable growth is a major factor to be considered, but legislative actions are impossible to predict.*
- *Should the cost of health insurance increase by 20% or more in year #2, the contract will be re-opened for bargaining. In that case the health insurance plan design and such items as contribution rates will be considered and negotiated.*
- *Should the cost of health insurance not increase at the projected rate, the remaining amount will be applied to salaries.*

II. Base Rates and Transition / New Hire Rates for 2016-2017.

Application of these increases to individuals in the unit is provided to the union in a side letter as part of this agreement.

<b>WAGE SETTLEMENT FOR 16-17</b>		
	<b>17-18</b>	<b>18-19</b>
<b>Bus drivers:</b>		
Base	\$14,025.00	
Activity	\$11.60/hr	
<b>Custodians:</b>		
FT	\$15.52/hr	
PT	\$11.93/hr	
Night Shift Incentive	\$0.07/hr	
<b>Food Service:</b>		
I-Driver	\$14.41/hr	
II-Baker	\$13.92/hr	
III-MS/HS	\$13.50/hr	
IV-Elem	\$13.24/hr	
Lead Satellite kitchen worker as designated by the District: Additional \$.20 per hour.		
<b>Maintenance:</b>		
Base	\$22.82/hr	
Maint 1	\$11.73/hr	
Maint 2	\$18.92/hr	
<b>Paraprofessional: Transition/New Hire</b>		
1st tier	\$13.33/hr	
1 <sup>st</sup> tier all hires July 1, 1996 and after.		
2nd tier	\$13.98/hr	
2nd tier-hires before July 1, 1996		
<b>Crossing Guards</b>		
	\$11.51/hr	

III. SENIORITY INCREMENTS

**SENIORITY PAY SCALE:**

Group A: Permanent Part-time Custodians, Food Service, Paraprofessionals

Group B: Full-time Custodians, Maintenance, Transportation

<u>Years of Service</u>	<u>Group A Pay Increase</u>	<u>Group B Pay Increase</u>
0.....	Base pay .....	Base pay
1.....	\$.05 .....	\$110
2.....	\$.07 .....	\$170
3.....	\$.10 .....	\$230
4.....	\$.12 .....	\$290
5.....	\$.15 .....	\$350
6.....	\$.17 .....	\$410
7.....	\$.20 .....	\$470
8.....	\$.22 .....	\$530
9.....	\$.25 .....	\$590
10.....	\$.27 .....	\$650
11.....	\$.30 .....	\$710
12.....	\$.32 .....	\$770
13.....	\$.35 .....	\$830
14.....	\$.37 .....	\$890
15.....	\$.40 .....	\$950
16.....	\$.42 .....	\$1010
17.....	\$.45 .....	\$1070
18.....	\$.47 .....	\$1130
19.....	\$.50 .....	\$1190
20.....	\$.52 .....	\$1250
21.....	\$.55 .....	\$1310
22.....	\$.57 .....	\$1370
23.....	\$.60 .....	\$1430
24.....	\$.62 .....	\$1490
25.....	\$.65 .....	\$1550
26.....	\$.67 .....	\$1610
27.....	\$.70 .....	\$1670
28.....	\$.72 .....	\$1730
29.....	\$.75 .....	\$1790
30.....	\$.77 .....	\$1850
31.....	\$.80 .....	\$1910
32.....	\$.82 .....	\$1970
33.....	\$.85 .....	\$2030
34.....	\$.87 .....	\$2090
35.....	\$.90 .....	\$2150
36.....	\$.92 .....	\$2210
37.....	\$.95 .....	\$2270
38.....	\$.97 .....	\$2330
39.....	\$1.00 .....	\$2390
40.....	\$1.02 .....	\$2450