

**Estherville
Lincoln Central**

Community School District

**United Food and
Commercial Workers
Local #663
Handbook**

2019-2020

Estherville, Iowa

Estherville Lincoln Central Community School District does not discriminate based on race, color, creed, national origin, religion, sex, gender identity, age, disability, marital status, sexual orientation, physical attributes, physical or mental ability or disability, military affiliation, political party preference, socioeconomic status, or familial status. Inquiries or grievances may be directed to Mrs. Tara Paul, Superintendent, 1814 7th Avenue, Estherville, Iowa 51334.

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ARTICLE I: RECOGNITION

- A. The Board of Directors for the Estherville Lincoln Central Community School District, Estherville, Iowa, hereinafter referred to as the "Board" and the United Food and Commercial Workers, Local No. 663, hereinafter referred to as the "Union."
- B. The Board recognizes the Union as the exclusive bargaining representative of all custodians and maintenance employees of the employer Board at Estherville, Iowa, excluding all other employee groups, academic employees, food service employees, professional employees, administrative employees, superintendent of buildings and grounds, part-time student employees and all other employees excluded by Section 4 of the Public Employment Relations Act.

ARTICLE II: GRIEVANCE PROCEDURE

- A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement.
- B. (a.) Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.
 - (b.) The failure of an employee (or, in the event of appeal to arbitrate, the Union) to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give 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.
 - (c.) It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the district's educational program and/or related work activities of the grieving employee or of other employees in the Union.
- C. (a.) First Step
An attempt shall be made to resolve a grievance in informal, verbal discussion between the complainant and his/her administrator.
- (b.) Second Step
If the grievance cannot be resolved informally, the aggrieved employee shall file that grievance in writing and at a mutually agreeable time discuss the matter with the administrator. 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) days from the date of occurrence of the event giving rise to the grievance. The administrator shall make a decision on the grievance and communicate it in writing to the employee and the superintendent of schools within ten (10) days after receipt of the grievance.
- (c.) Third Step
In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) days of the administrator's written decision at the second step

a copy of the grievance with the superintendent of schools. Within ten (10) days after such written grievance is filed the aggrieved and the superintendent of schools or his/her designee shall meet to resolve the grievance. The superintendent of schools or his/her designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the employee and the administrator.

(d.) Fourth Step

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Union may submit, in writing, a request on behalf of the Union and the grieving employee to the superintendent of schools within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the Public Employment Relations Board will be requested to provide a panel of five (5) 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.

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

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provision of the agreement. His/her 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.

- D. If the Union or any employee files any claim or complaint in any form other than under the grievance procedure of this agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE III: LEAVES of ABSENCE

A. Professional Leave

Absence, with or without pay to permit employees to attend meetings and/or conferences and visits of a professional nature must have the prior approval of the superintendent or his/her designee. Upon returning from professional leave, the employee may be required to submit a written or oral report to his/her supervisor and/or fellow employees. The decision on granting the leave request shall be with the superintendent or his/her designee.

B. Supplemental Leave

It is recognized that employees have professional leave obligations that may include the supervision of students. These also require the prior approval of the superintendent or his/her designee, but will be documented as Supplemental professional leave in consideration of any Professional Leave requests that an employee may wish to make.

C. Jury Duty

Employees in the District shall continue to receive their regular compensation when called for jury duty, provided they shall remit or turn over to the School District that compensation, except for mileage reimbursement, which they receive from jury duty.

D. Bereavement Leave

Up to five days of bereavement leave per death shall be granted each year in the event of a death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, grandparent or grandchild. The same bereavement leave could also be granted each year in the event of the death of any other person who could be considered immediate family, someone who is significantly important to the employee, or for attending the funeral of a close friend or relative not a member of the immediate family. The last three designations will be at the discretion of the superintendent or his/her designee. In the event of the death of an employee or student in the school district, the building principal or immediate supervisor of said employee may grant to an appropriate number of employees sufficient time to attend the funeral. This leave is non-accumulative.

E. Association (Union) Leave

Up to six (6) days of accumulative leave shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations, with the provision that the local Association shall reimburse the board for the cost of the leave. This leave shall be reported to the superintendent no less than five (5) days in advance of the first leave day.

F. Emergency Leave

1. Two days of emergency leave may be granted each year with prior approval of the superintendent or his/her designee. A form requesting emergency leave can be secured from an employee's supervisor.
2. Additional emergency leave may be allowed for serious illness or disability in the immediate family or for good and sufficient reasons at the discretion of the superintendent or his/her designee.
3. If the immediacy of the emergency is of such nature as to preclude the completion of an advance written request or to obtain prior approval of the superintendent, the employee shall contact his or her immediate supervisor and notify such supervisor of the need to be absent and the employee's inability to obtain prior approval of the superintendent. The immediate supervisor may give tentative approval for the use of emergency leave, with final approval by the superintendent made after the employee completes the emergency leave form.
4. Emergency leave days cannot be carried over into the following year.

G. Personal Business Leave

1. Two days of personal leave may be granted each year with the prior approval of the superintendent or his/her designee. A form requesting Personal Business Leave can be secured from an employee's supervisor. Personal Business Leaves, approved by the district, will have the substitute paid by the district.
2. Approved requests for Personal Business Leave would include, but not necessarily be limited to taking care of personal business which could not be scheduled outside the regular school hours.
3. In the event that one or both days are not used in any year, those days may be carried into the following year(s) to be accumulated to a maximum of five (5) days. (Three days carried over plus two regular days.)

H. Family Illness Leave

1. Up to ten (10) days of an employee's sick leave per year may be used for the home care of ill family members in the immediate household of the employee when the employee's absence is necessary for such care.
2. Such leave to be non-accumulative and deducted from the allowance described in (1) Sick Leave or Temporary Disabilities below.
3. In the case of a spouse, parent, or child, this leave may be taken no matter where they reside.

I. Sick Leave or Temporary Disabilities

1. Employees are granted leaves of absence for temporary disability with full pay in accordance with the following schedule:

1st year of employment.....	10 days
2nd year of employment.....	11 days
3rd year of employment.....	12 days
4th year of employment.....	13 days
5th year of employment.....	14 days
6th and subsequent years of employment.....	15 days
2. The amounts listed in (1) shall apply only to consecutive years of employment in the Estherville Lincoln Central Community School District and unused portions shall be cumulative to a maximum of 120 days
3. Sick leave with pay, to the extent provided for in (1) above, shall be allowed by the Board whenever an employee's absence is due to temporary disability which prevents attendance at school and performance of duties on that day or days.
4. Sick leave shall be deducted from the accrued sick leave days earned by the employee.
5. An employee shall notify his/her supervisor as soon as the necessity for taking sick leave becomes known to the employee.

6. If the superintendent or his/her designee has reasonable grounds to believe that sick leave is being abused by an employee, he/she may require that employee to furnish a medical certificate from a qualified physician as evidence of temporary disability. In addition, under such circumstances, the superintendent or his/her designee may require that an employee be examined by a physician named by the superintendent or his/her designee. Such required examination will be conducted at the District's expense.
7. The superintendent or his/her designee may require an employee returning to duty after a period of sick leave to furnish a physician's statement certifying his/her ability to perform required duties.
8. An employee, while taking sick leave under these provisions, shall keep his/her supervisor informed of the duration of the disability and the expected date of the return to duty.
9. Following fifteen (15) days of absence relating to the same disability, and every fifteen (15) days thereafter for which sick leave is requested, the employee shall furnish to the superintendent a statement from a qualified physician stating that the employee's condition is such that returning to regular duties is medically inadvisable.
10. If the superintendent has reasonable grounds to believe that because of an employee's apparent physical or mental condition the employee is incapable of performing his or her assigned duties, the superintendent may require that such employee be examined by a physician named by the superintendent for the purpose of evaluating the employee's present condition as it would relate to the performance of school duties. This examination will be paid for by the district and, if necessary, the examination may be conducted during school hours, and the time involved will be considered "on duty."
11. Sick leave pay shall be approved only upon submission of a signed request upon the authorization form available from the employee's supervisor.
12. An employee who is unable to work because of a temporary disability and who has exhausted all accrued sick leave shall be granted a leave of absence without pay for the duration of such temporary disability. Provided, however, that such leave will be terminated by the District on the 30th day of June following the close of the academic year in which such leave without pay commences. In its sole discretion, the Board may grant additional periods of sick leave without pay upon written request to the Board. Such requests, however, must be made before the first of June next preceding the start of the academic year for which leave is requested. No loss of benefits or hourly rate shall occur because of such leave without pay. If an employee is on a leave of absence without pay or his/her designee to assure efficient operation of the school, giving due consideration to the desires and capabilities of the employee.
13. Employees shall be given a copy of a written accounting of their accumulated sick leave at the end of each school year.

14. Sick Leave Bank

(a) Definition

(1) There will be established a sick leave bank available for employees who choose to participate by allocating one sick leave day to the bank each year.

(2) Use of sick leave bank days will commence upon exhaustion of all accumulated sick leave of the eligible employee, and will continue up to an additional ten (10) contract days, provided the illness is prolonged for more than five (5) days beyond the point that personal sick leave has been exhausted. The intervening five (5) days are unpaid days. The bank year will be at the contract days of a given year.

(b) Participation

Participation in the bank system will be on a voluntary basis and contributions will be made in the form of one day of sick leave from the current year's allocation. The days contributed to the bank become the property of the bank and are non-returnable to the employee. Enrollment will take place during opening workshop, but in no case later than September 15, and will entitle that person to membership for that school year only. Enrollment is electronic.

(c) Unused Days in Bank

Assets of the bank will accumulate. The following year's bank will consist of the days carried over plus all contributed days for the year's participation.

(d) Use of Bank Leave Days

Use of bank leave days will be based on a per person and per day basis, e.g. everyone eligible will draw each day until total bank leave days have been exhausted.

J. Unpaid Leaves

1. Unpaid leave may be granted by Board or their designee approval when a suitable replacement is available for the following purposes:
 - a. Educational improvement leave of up to two (2) years, with appropriate application, at an accredited college or university, reasonably related to professional responsibilities.
 - b. Family illness for up to one (1) year for the purpose of caring of a sick or injured member of employee's immediate family.
 - c. Parental leave, for purposes of child care, not to exceed the balance of the school year, beyond the time of medical confinement for childbirth, or for the time taken for adoption.
 - d. Other temporary leaves for good and sufficient reasons.
2. When a leave application is rejected, the employee will be given a written notice of reasons(s) promptly.

3. Upon returning from unpaid leave, the employee shall receive training lane advancement for additional credits earned during such leave.
4. An employee granted an unpaid leave of absence under 1.(a) or 1. (b) above must reaffirm his/her intention to return to the District by giving written notification to the superintendent of schools during the January preceding the commencement of the school year in which the employee intends to return.

ARTICLE IV: INSURANCE

A. Group Health Insurance

- (a) The Board will pay the same amount per month towards the purchase of a single or family coverage for group hospitalization and major medical that the Board finally agrees to pay to the Estherville Education Association.
- (b) When a man and wife are employed by the school district, they will receive two single allowances. The balance of the cost, if any, will be deducted monthly from the salary payments.
- (c) Insurance coverage is not automatic. Employees who wish coverage must make application for it.
- (d) The insurance carrier, policy provisions, and coverage for the above insurance plan is to be determined by the School Board.

B. Long-Term Disability Insurance (Income Protection)

The Board will pay the full cost of long-term disability insurance coverage for employees. The insurance carrier will be determined by the School Board.

C. The School Board will provide the full cost of a group term life insurance policy of forty thousand (\$40,000) per employee. The insurance carrier will be determined by the School Board.

D. Employees age 65 years or older will have no term life insurance or long-term disability insurance unless specifically provided by the group policy selected by the Board.

ARTICLE V: SAVINGS CLAUSE

In the event that any provisions of this agreement shall become void or illegal during the term of this agreement, such provision shall become inoperative, but all other provisions of this agreement shall remain in full force and effect for the duration of the agreement.

ARTICLE SIX: HOURS

A. All time worked over forty (40) hours per week will be paid at one and one-half (1 ½) times the regular hourly rate, except hours worked on Sunday which will be paid at two (2) times the hourly rate. Unless

it is an emergency, employees must have prior approval from the superintendent to work hours in addition to those set forth on Schedule A.

- B. Available overtime hours shall be offered to full-time employees on an equal basis over a period of time to the extent practicable. *Except in emergencies, the building supervisor will post the overtime assignments at least one week in advance when possible. All employees covered, who are twelve month employees for the 2018-2019 school year will continue as twelve month employee for 2019-2020. This provision does not preclude the District from laying off employees, hiring new employees, hiring new employees as less than twelve month employees, or reducing employees with their consent to less than twelve month employees.
- C. The work year will consist of 12 weeks of 40 hours, and 40 regular weeks of 42.5 hours.
- D. Lunch periods for day personnel shall be one hour of non-paid time. Night custodians shall work 8 hours and paid for 8.5 hours, with no lunch or dinner break. Night shift hours are from 3:30 - 11:30 p.m. although hours may be adjusted according to the needs of the district or a particular building. In the event hours are being adjusted, the appropriate communication and notification shall occur.
- E. Building custodians shall not leave their assigned building during working hours except in the performance of their duties or when they are called away for emergencies.
- F. Call Out Pay: All unit members shall be paid a minimum of two hours overtime pay for all call outs. Call out work, as referred to in this paragraph, shall mean the requesting of an off duty unit member to perform work during his/her time off. In the event an employee works as a result of call out work for a period of less than two hours, he/she shall be paid for two hours of work at one and one-half times his/her regular hourly rate. However, if said employee shall work two hours or more, he/she shall be paid the rate of time and one-half for his/her regular rate of pay for all hours worked.

ARTICLE VII : VACATIONS

- A. For purposes of computing qualifications for vacations for any employees, July 1 shall be used as the cut-off date for determining continuous time earned. When someone is to move up the scale for number of hours of vacation earned, they will do so on July 1st of the calendar year they were hired. For any new employees, they will receive a prorated vacation from their hire date until July 1 for their first year, then be on the fiscal year vacation schedule.
- B. The Employer will endeavor to grant vacations at such time (including vacations which start and end on Tuesday, Wednesday, or Thursday) and in such quantity as is most desirable to the employees, including one day at a time, but the final determination of the vacation schedule shall rest exclusively with the employer so that the Employer may insure the orderly operation of the District. If more employees apply for vacation time than the Employer determines should be absent and the Employer must choose between more than one employee for vacation time, then seniority shall be used to make such determination provided the Employer can insure the orderly operation of the District.
- C. The pay for each day of vacation allowed by this article shall be the employee's regular rate times the hours listed in the calendar for the week of vacation that is taken. Holidays and vacations are

recognized as straight hours only (eight hour days or 40 hour weeks).

D. The vacation allowance is not cumulative from year to year, if possible. If circumstances necessitate, up to five vacation days may be carried forward. These days should be used as soon as is practicable through mutual agreement of the employer and employee.

E. Service requirements (continuous time earned)

<u>As of Employee's Anniversary Date:</u>	<u>Vacation Allowance:</u>
(a.) Employed one year but not five years	10 days
(b.) Employed five years but not ten years	15 days
(c.) Employed ten years	20 days

F. All employees who resign or retire prior to employee's seniority date will receive a prorated vacation or vacation pay. Furthermore, any vacation time earned during the previous year and not used during year of resignation or retirement, time will be compensated. Employee resigning or retiring will issue at least two (2) weeks prior notice by formal letter to supervisor and the superintendent of schools in order to receive payment for any vacation time earned.

ARTICLE VIII: WAGES

All employees shall be paid on the 20th of each month.

1. Starting salary for custodians shall be \$12.50 per hour and maintenance personnel starting wage will be \$14.00 per hour.
2. The District will reimburse employees at the prevailing rate set by Section 79.9 of the Iowa Code for driving their personal vehicles between school facilities when such driving is required for their duties by the District. To be eligible for such reimbursement, the employee shall submit a claim on a form provided by the District for approval at the monthly school board meeting.

ARTICLE IX: SENIORITY

- A. Seniority - Seniority means a regular full-time employee's length of service since his/her last date of hire.
- B. Probation - A new employee shall serve a probationary period of six (6) months. Upon completion of the probationary period, the new employee shall be placed on the seniority list and seniority shall be determined from the last date of hire.
- C. Any employee shall lose all seniority rights for:
 - (a.) A voluntary quit or resignation
 - (b.) Discharge
 - (c.) Any unexcused absence in excess of three (3) working days
 - (d.) Failure to report for work upon expiration of a Leave of Absence
 - (e.) Retirement
 - (f.) Continuous period of layoff which exceeds eighteen (18) months

In the event of a layoff, all unit members shall be laid off according to seniority in the inverse order of hiring - last employee hired, first employee laid off. All unit members will have recall rights up to eighteen (18) months.

In the event a full-time position is eliminated, the unit member affected can transfer to the position of any unit member with less seniority. If a unit member loses his/her position due to the elimination of a more senior unit member's position, he/she may also transfer to the position of any unit member with less seniority.

In the event a full-time position becomes vacant, the employer will post the vacant position for three (3) days. Anyone wishing to transfer to the vacant position shall make a written request for transfer to their supervisor. If an employee transfers to the open position, he/she will be allowed up to five (5) days to work the job and decide if he/she wishes to keep the new position or return to the old position.

In determining the filling of job vacancies, qualifications shall first be considered; if all qualifications are equal, seniority shall determine who is awarded the vacant position.

If no person bids the vacant position within three (3) days or the person bidding is not qualified, a new employee may be hired.

Transferees from one school building to another in the same job classification will maintain their pay grade. If the transfer is to a higher job classification, however, that transferee will retain the higher pay grade.

The District shall give an employee at least thirty (30) days notice prior to an involuntary transfer or reassignment. If the circumstances of transfer or reassignment preclude such notice, then the District shall give an employee as much advance notice as practicable.

ARTICLE X: HOLIDAYS

A. Holidays

1. All employees who are employed for twelve (12) months are paid for a regular work day for each of the following holidays: New Years Eve Day, New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, President's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve Day, and Christmas Day.
2. If a holiday falls on a non-working day, the employee is given an employer designated regular work day off with pay.
3. Pay for hours worked on any holiday shall be based on 2 times (Double) the regular rate in addition to the normal holiday pay.
4. Unit members will not be charged for sick leave on the above named holidays.

ARTICLE XI: UNIFORMS

Each custodian is provided four (4) shirts on or about August 1 of each year. The employer enters into discussion with the employees on changes, but has final say on said changes and purchases of shirts.

Custodian/Maintenance employees shall be allowed a yearly shoe allowance of \$100.00 and a year trouser allowance of \$120.00

All custodians shall be issued on pair of insulated coveralls, every ten (10) years or as needed, to be available for outside work.

ARTICLE XII: DUES DEDUCTION

- A. The Union shall be responsible for notification to its members and potential members of union dues and will make arrangements with the members for the payment of such dues.

ARTICLE XIII: SAFETY

The Board will prepare, adopt and enforce a safety policy. A three (3) member employee committee selected by the Union will meet at least twice each contract with their supervisor and his/her assistant to discuss and review the Board's safety policy and its implementation.

ARTICLE XIV: TIME OFF FOR UNION EDUCATIONAL FUNCTIONS

Leave of absence without pay may be granted for up to ten (10) work days per year for not more than one person per day to attend Union educational functions. Said absence must be requested at least one week in advance and approved by the superintendent of schools or his/her designee. The maximum leave any one unit member may take per year shall be five (5) days.

ARTICLE XV: DEFINITION OF EMPLOYEE

When used in this handbook, with the exception of Article 1, the term "employee" shall mean a person who is a twelve (12) month employee and employed at least twenty (20) hours per week.

If a person is hired on a part-time basis for a period of four (4) months or less, the part-time employee shall not be entitled to receive any benefits under this handbook.

If a person is working less than twenty (20) hours per week but has been employed for more than four (4) months, he/she shall be entitled to a prorated share of benefits under Articles III, IV, VI, VII, VIII, XI, and XIV.

ARTICLE XVI: JOB CLASSIFICATION

In the event of reorganization of the school district or of a closing of a building or restructuring of jobs within the custodial or maintenance employees, the impact on job classifications shall be discussed

with the union before the administration shall implement any changes in the job classification. The purpose of this discussion shall be to allow the Union an opportunity to explain how the Union feels the change in classification or restructuring will impact the custodial or maintenance employees and to allow the custodial and maintenance employees an opportunity to explain their view on the effectiveness of the proposed change.

ARTICLE XVII: IN-SERVICE DAYS

It is agreed between the parties that in-service training for custodians is a long-range benefit to the school district. The district agrees to provide release time each year for selected members of the custodial or maintenance staff to attend training programs. The administration will attempt to rotate this among the employees so that employees have the opportunity to attend some type of in-service at least once every five (5) years.

ARTICLE XVIII: HEALTH

The school district will reimburse each employee up to \$50.00 toward the cost of a physical once per two years.

ARTICLE XIX: DURATION

This agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2020

**Twelve Month Employees
2019-2020**

12 weeks at 40 hours =	480 Hours
40 weeks at 42.5 hours =	1700 Hours

TOTAL WEEKS = 52

TOTAL HOURS = 2180

Holidays:

1. Independence Day	Thursday, July 4, 2019	8 hours
2. Labor Day	Monday, September 2, 2019	8 hours
3. Thanksgiving Day	Thursday, November 28, 2019	8 hours
4. Thanksgiving Friday	Friday, November 29, 2019	8 hours
5. Christmas Eve	Tuesday, December 24, 2019	8 hours
6. Christmas Day	Wednesday, December 25, 2019	8 hours
7. New Years' Eve	Tuesday, December 31, 2019	8 hours
8. New Years' Day	Wednesday, January 1, 2020	8 hours
9. Presidents' Day	Monday, February 17, 2020	8 hours
10. Good Friday	Friday, April 10, 2020	8 hours
11. Memorial Day	Monday, May 25, 2020	8 hours

Signature Page

United Food and Commercial
Workers, Local 663

By: Autumn Boothby
This 11 day of March 2019

Board of Directors, ELC
Board President

By: Kelly Corralle
This 11 day of March 2019

2019-20 Public Works Agreement
UFCW Local No. 663

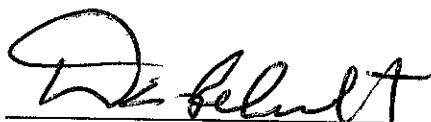
Date Approved: March 8, 2019

Terms of Agreement:

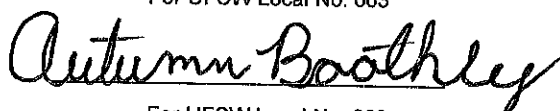
Wages:

- a. No Base Wage increase
- b. Increase of \$.45 per hour for current employees (2.28% Total Package)
- c. Wage increase is determined only for the 2020 Fiscal Year (July 1, 2019 - June 30, 2020).
- d. All other Handbook items will be reviewed annually by the Board of Education, to include Mandatory Overtime Pay. (Iowa Code § 20.22)

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For UFCW Local No. 663



For UFCW Local No. 663



For ELG School District