KEYSTONE AEA #1 / SUPPORT STAFF 07-08

Keystone

Area Education Agency 1
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2007-2008 Agreement between Keystone Area Education Agency 1 and Keystone Education Support Staff Association (KESSA) Iowa State Education Association (ISEA)

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Article I–Recognition Provision

The Board recognizes the Association as the sole and exclusive negotiating agent for all classified personnel as set forth in the Public Employment Relations Board Certification instrument. Certification follows: INCLUDED: Custodians; Office Assistants; Media Clerks; Technicians (Graphic Artist); Technicians (Agency Maintenance); Van Drivers; PARAPROFESSIONAL Is: Educational Interpreter, Parent Outreach Worker, Vision, Communication Aide, Audiometrist, OT/PT Aide, Instructional Aide (Juvenile Shelter Program), Work Experience Paraprofessional; PARAPROFESSIONAL IIs: Certified Occupational Therapy Assistant, Special Education Health Care Paraprofessional, Educational Interpreter II.

EXCLUDED: Administrator, Administrative Assistant, Board Secretary, Agency Treasurer, Secretary to the Administrator, Division Director of Special Education Services, Assistant Division Director of Special Education, Coordinator for Special Education Services (Dubuque), Sector Coordinator and Assistant Sector Coordinator, Division Director of Instructional Services, Coordinator for Curriculum Services, Coordinator for Instructional Materials Services, Coordinator of Technology Services, Administration Secretary, Division Secretary to the Division Director of Special Education Services, Division Secretary to the Division Director of Instructional Services, Secretary Is, Business Manager, Financial Clerks, Agency Information Services Specialist, Chief of Maintenance and Custodial Services, Librarian, Media Delivery Manager, Production Manager, Computer System Manager, Computer Programmer, Equipment Loan and Repair Coordinator, Testing Services Coordinator, Microfilming Coordinator, Parent Coordinator, Custodians employed by LEA's cleaning field offices under service contracts with Keystone AEA, employees who work less than an average of 16 hours per week during the term of their work agreement, and all other persons excluded by Section 20.4, Code of Iowa, all full and/or part-time professional employees, including but not limited to those specifically included and defined as "employees" in certain agreements between Keystone Area Education Agency Number One and Keystone Education Association (ISEA); and all other employees of the Employer not specifically included in the unit herein.

Article II–Definitions Provision

A. The term "Employer" used in this Agreement shall mean the Keystone Area Education Agency No. 1. The term "Board" as used in this Agreement shall mean the Keystone Area Education Agency No. 1 Board.

B. The term "Employee" as used in this Agreement shall mean the employees included in the bargaining unit as certified.

C. The term "Association" as used in this Agreement shall mean the Keystone Education Support Staff Association (KESSA), Iowa State Education Association (ISEA), or its duly authorized representatives or designees.

D. The term "Act" as used in this Agreement shall mean the Iowa Public Employment Relations Act, Chapter 20 of Code of Iowa, 1977, and any amendatory acts thereto.

E. The term "full-time employed" as used in this Agreement shall mean employment for the maximum number of days of Agency operation during the Agency fiscal year multiplied by eight (8) hours for twelve-month employees. Also, the term "full-time employed" as used in this Agreement shall mean employment for a minimum of 180 seven-hour days for employees who work during the school year only, or a minimum total of 1260 hours during the term of the work Agreement issued to the employee.

F. The term "part-time employed" as used in this Agreement shall mean employment for less than the maximum number of days of Agency operation during the Agency fiscal year multiplied by eight (8) hours for twelve-month employees. Also, the term "part-time employed" as used in this Agreement shall mean employment for less than 180 seven-hour days for employees who work during the school year only, or less than 1260 hours during the term of the work Agreement issued to the employee who works during the school year only.

Article III–Grievance Procedure Provision

Section 1.

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any specific provision of this Agreement.

Section 2.

The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to problems concerning employees and this Agreement which arise from time to time. The intended result should be unobstructed, two-way communication with respect to alleged grievances without fear of reprisal, a reduction of potential areas of conflict between staff members, administration, the Board, and the development of improved morale and effectiveness of staff members.

Section 3.

A. All participants in the Agreement shall have the right to present grievances in accordance with these procedures.

B. The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to further appeal, and should an administrator at any level fail to render a decision within the time limits, the grievant may proceed to the next level.

C. No investigation or other handling or proceeding of any grievance by the grievant and/or Association representative(s) except for the Level I (Informal), shall be conducted during the hours of any contract day the grievant and/or said representative would ordinarily be performing work or services for the Employer.

D. The time limitations indicated at each level should be considered the maximum and every effort should be made to expedite the grievance process. The specified time limits may be extended by mutual agreement.

Section 4.

A. Level I (Informal)

An attempt shall be made to resolve any grievance by informal, verbal discussion between the complainant and his/her immediate supervisor. If the aggrieved desires, an Association representative may be present; and if the supervisor desires, the Administrative Assistant may be present.

B. Level II (Formal)

If the grievance cannot be resolved informally at Level I, the aggrieved shall file the alleged grievance in writing, and at a mutually agreeable time, the aggrieved, and if the aggrieved wishes, the Association representative, shall meet with the supervisor to discuss the alleged grievance. If the supervisor wishes, the Administrative Assistant may also be present. Grievance forms shall be available in each building, and said form shall be signed by the grievant or an official representative of the Association. The formal, written grievance shall state the nature of the alleged grievance, shall note the specific clause or clauses of the

Agreement claimed violated, misinterpreted or misapplied, and shall state the remedy requested. The filing of the formal, written grievance must be within fifteen (15) working days from the date of, or the knowledge of, such occurrence giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate it in written form, with the reasons therefore, to the grievant, the Administrator, and, if the grievant desires, the Association, within fifteen (15) working days after the receipt of the grievance.

C. Level III

In the event a grievance has not been satisfactorily resolved prior to this level, the aggrieved shall file a written appeal of the immediate supervisor's written decision with the administrator or his designee within five (5) working days after the aggrieved has received the immediate supervisor's written decision. Within five (5) working days after the administrator or his designee has received the written appeal to the immediate supervisor's written decision, the aggrieved and, if the aggrieved desires, the Association representative, shall meet with the administrator or his designee to discuss the details of the grievance. The aggrieved, along with the administrator or his designee, and, if the aggrieved desires, the Association representative, shall attempt to resolve the grievance. The administrator or his designee shall file a written response with the reasons therefore within ten (10) working days and communicate it to the aggrieved, and, if the aggrieved desires, to the Association.

D. Level IV

If the grievance has not been satisfactorily resolved at this point, there shall be a final level of impartial binding arbitration. The Association must submit, in writing, a request on behalf of the Association and/or the aggrieved to the administrator or his designee, within thirty (30) working days from the receipt of the answer at Level III to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected with mutual consent of both parties within seven (7) working days after such notice is given. If parties fail to reach an agreement on the arbitrator, the American Arbitration Association or the Public Employment Relations Board shall be requested to provide a panel of seven (7) arbitrators. If the parties fail to reach an agreement on the organization to provide the list, the organization to provide the list shall be determined by the flip of a coin. Should the list of seven (7) arbitrators submitted be totally objectionable to either party, a new listing shall be requested from the organization chosen to provide the lists. Each of the parties will alternately strike one name from the panel until only one shall remain. The party to exercise the first strike shall be determined by the flip of a coin. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on both parties. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator shall only have authority to decide the issue or issues presented in writing by the Employer and the Association, and the decision shall be based only upon the interpretation of the meaning or the application of the express, relevant language of the Agreement. Expenses for the arbitrator's services shall be borne equally by the Employer and the Association.

Section 5.

If the grievance is pursued in any form other than outlined under the grievance procedures of this Agreement, the alleged grievance need not be presented.

Article IV–Dues Deduction Provision

A. The Association will have the responsibility of informing each employee of the bargaining unit of the voluntary nature of authorization by an employee for the deduction from employee's pay to cover dues and for revoking authorization.

B. The Association will distribute to its members an authorization form advising the member that the dues deduction is voluntary on the member's part, and that the member also may terminate the dues deduction at any time by giving thirty (30) days written notice to the Employer and the Association.

C. Deductions under this provision shall only include the regular periodic amounts required to maintain the employee as a member in good standing.

D. The Association will notify the Employer, in writing, the exact amount of such regular membership dues to be deducted. Changes in the list and the appropriate authorization or withdrawal forms shall be received in the business office prior to the monthly payroll cut-off date. Failure to file timely changes will result in deductions or termination requests being made the following month. The Employer shall provide the Association with the necessary lists of employees, indicating those employees for whom dues have been deducted and forward said list to the Association treasurer monthly. This is to be accomplished within ten (10) days after each payroll date.

E. The Association agrees to indemnify and hold harmless the Employer, the Board, and the Employer's authorized representatives from any and all claims, costs, litigation, or other forms of liability that might arise out of the Employer's agreeing to make a dues deduction on behalf of the Association.

Article V–Association Business Provision

The Association will conduct Association business only during non-working hours. Non-working time shall include regularly scheduled breaks or rest periods.

Article VI–Health and Safety Provision

Employees shall be granted a maximum of thirty (30) minutes for rest period (minimum of 15-minute duty-free time blocks) for each regular full-time work day. Scheduling of rest periods shall be at the discretion of the immediate supervisor. The number of hours worked per day shall determine breaks provided.

Employees shall not be required to work under conditions which jeopardize their health and safety. Employees shall bring unsafe working conditions to the attention of the Agency.

New employees shall submit the results of a test for tuberculosis to the Agency not later than 30 days after the first day of work for each new employee. Each employee shall be required to submit the results of a test for tuberculosis every three (3) years after the initial test is submitted. The Agency shall have the sole right of determining the medical provider of any tuberculosis testing for employees. The above tuberculosis testing shall be at Agency expense.

Article VII–Wages and Salaries Provision

2007-2008
Salary Schedule

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Media Clerks	$11.65	$12.76	$12.99	$13.22	$13.45	$13.68
Office Assistants	$11.65	$12.76	$12.99	$13.22	$13.45	$13.68
Van Drivers	$11.80	$12.92	$13.15	$13.38	$13.61	$13.84
Custodians	$12.28	$12.53	$12.76	$12.99	$13.22	$13.45
Technicians	$12.75	$13.05	$13.28	$13.51	$13.74	$13.97
Paraprofessional I	$11.65	$12.76	$12.99	$13.22	$13.45	$13.68
Paraprofessional II	$16.91	$17.41	$17.64	$17.87	$18.10	$18.33

The above salary schedule represents the hourly rates of those employees by job category. Step 0 shall be the starting salary for employees within each of the job categories, and step 0 shall also be the salary for employees with one (1) year of experience within the job category. Step 1 shall be the salary for employees with two (2) or more years of experience within the job category.

An employee shall remain on step 0 until said employee completes two (2) years of experience within the job category. If an employee's total experience includes a fractional part of a year, such fractional part shall be allowed as a full year of experience if equivalent to 6 months (130 days) for twelve-month employees or 4 1/2 months (90 days) for employees who work during the school year only. Less than 6 months (130 days) for twelve-month employees and 4 1/2 months (90 days) for school year employees shall not be considered in the determination of experience steps on the above schedule. After attaining placement on Step 1 of the above schedule, each employee shall advance one step for each year of experience awarded according to the above criteria (130 days for twelve month employees and 90 days for school year employees) until the employee reaches Step 5 for the employee's job category.

Effective July 1, 2007, prior experience as a Keystone Area Education Agency Employee may be granted on the above salary schedule at the complete discretion of the Agency.

Effective July 1, 2007, prior experience as a Certified Occupational Therapy Assistant with other employers may be granted for placement on the above salary schedule at the complete discretion of the Agency.

An employee may not advance on the above schedule while said employee is on administrative probation. Upon removal from administrative probation, the employee shall advance on the schedule if said employee would advance under the provisions of paragraphs 1, 2, and 3 of this article.

Experience as a part-time employee shall be allowable as a fractional equivalent of full-time employment as determined by the Agency. Employees shall be paid at the rate specified for their job category as indicated in the above schedule.

Employees who are transferred or assigned to a higher rate category shall be paid at the higher rate.

In the event an employee transfers or is assigned to a different job category listed on the above salary schedule, the employee shall maintain the same salary schedule step and longevity salary schedule step in the category to which the transfer is made as the employee had in the previous job category prior to the transfer or assignment. This provision is effective beginning with the implementation of the 1995-96 Agreement and is effective for all employees, who transferred from one job category to another prior to the implementation of the 1995-96 Agreement, on the date of the implementation of the 1995-96 Agreement.

In addition to the amounts specified in the above salary schedule, and subject to the conditions set forth relative to the salary schedule above, employees shall be eligible for longevity pay according to the following schedule:

1. After completing year five (5), an additional $.15 per hour.
2. After completing year eight (8), an additional $.30 per hour.
3. After completing year eleven (11), an additional $.45 per hour.
4. After completing year fourteen (14), an additional $.60 per hour.
5. After completing year seventeen (17), an additional $.75 per hour.
6. After completing year twenty (20), an additional $.90 per hour.
7. After completing year twenty-three (23), an additional $1.05 per hour.
8. After completing year twenty-six (26), an additional $1.20 per hour.
9. After completing year twenty-nine (29), an additional $1.35 per hour.
10. After completing year thirty-two (32), an additional $1.50 per hour.
11. After completing year thirty-five (35), an additional $1.65 per hour.
12. After completing year thirty-eight (38), an additional $1.80 per hour.
13. After completing year forty-one (41), an additional $1.95 per hour.

Effective July 1, 2007, prior experience as a Keystone Area Education Agency Employee may be granted on the above longevity schedule at the complete discretion of the Agency.

Effective July 1, 2007, prior experience as a Certified Occupational Therapy Assistant with other employers may be granted for placement on the above longevity schedule at the complete discretion of the Agency.

In addition to the amounts specified in the above salary schedule and longevity salary schedule, and subject to the conditions set forth relative to the salary schedules above, the difference between the employee's 2001-02 cafeteria salary and $3316.20, divided by the number of hours worked by the employee during the 2002-03 year, shall be added to the eligible employee's hourly rate. New employees shall receive one hundred percent (100%), seventy-five percent (75%), or fifty percent (50%) of $7077 minus $3316.20, divided by the number of hours the new employee is authorized to work according to the following schedule:

523 - 1044 hours	50% of $7077.00 minus $3316.20
1045 - 1259 hours	75% of $7077.00 minus $3316.20
1260 - 2088 hours	100% of $7077.00 minus $3316.20

Article VIII–Overtime Provision

Personnel will not be authorized to serve more than forty (40) hours in any week without the prior approval of the administrator or a division director. Authorized service hours in excess of forty (40) will be payable at one and one-half (1 1/2) times the individual's hourly salary rate. Travel time from an employee's assigned office/school to another Agency assigned location and travel time to return to his/her office/school shall be included in the computation of overtime.

Vacation and other leave time will be subject to the individual's hourly salary rate and will not be considered in determining an individual's weekly service hours.

Article IX–Personal Leave

A personal leave of up to two (2) days with full salary shall be granted **each fiscal year** to all full time employees and to part time employees employed prior to the ratification of the 1980-81 Agreement. With the exception of van drivers, a day for purposes of this article shall be eight (8) hours, and one hundred percent (100%) of the personal leave benefit shall be sixteen (16) hours (for personal leave). An employee shall not claim more hours for a leave taken under the provisions of this article than the employee would have worked on the day that the leave is taken. However, an employee shall have available all of the hours for leave under this article according to the formula to prorate a percentage of the full benefit (sixteen hours for personal leave), which is listed below. The number of hours per day provided to van drivers under the provisions of this article shall be determined by dividing the number of hours in each van driver's work agreement by the number of days that the van driver will be driving on an assigned van route.

Part time employees hired subsequent to the ratification of the 1980-81 Agreement shall receive prorated personal leave (rounded to the nearer hour) provided under this article according to the following schedule:

523 - 1044 hours	50% of full benefit
1045 - 1259 hours	75% of full benefit
1260 - 2088 hours	100% of full benefit

Applications for this personal leave shall be made at least twenty-four (24) hours before taking such leave (except in cases of emergency). If personal leave is taken without prior approval because of an emergency, the employee must submit an acceptable written explanation, as determined by the Agency, of the reason or reasons such prior approval was not obtained in order to receive any salary for the day for which the employee was absent. Personal leave may be denied if an Agency program or service would be negatively impacted, as determined by the Agency, by the granting of said personal leave.

Full-time employees and part-time employees employed prior to the ratification of the 1980-81 Agreement may accumulate one (1) day of personal so that up to three (3) days of personal leave is available under this article when the one (1) day of accumulated leave is combined with the two (2) days allocated each fiscal year. Part-time employees employed subsequent to the ratification of the 1980-81 Agreement may also accumulate up to one day of personal leave which may be used with their annual pro-rated amount of personal leave.

Personal leave must be utilized in not less than one hour increments.

Van drivers must utilize personal leave in increments of not less than one (1) day because of the nature of their jobs.

Article X–Emergency Leave

An emergency leave of up to one (1) day with full salary shall be granted to all full time employees and to part time employees employed prior to the ratification of the 1980-81 Agreement for emergency matters affecting the employee that could not have reasonably been pursued outside of established service hours. With the exception of van drivers, a day for purposes of this article shall be eight (8) hours, and one hundred percent (100%) of the emergency leave benefit shall be eight (8) hours. An employee shall not claim more hours for a leave taken under the provisions of this article than the employee would have worked on the day that the leave is taken. However, an employee shall have available all of the hours for leave under this article according to the formula to prorate a percentage of the full benefit (eight hours for emergency leave), which is listed below. The number of hours per day provided to van drivers under the provisions of this article shall be determined by dividing the number of hours in each van driver's work agreement by the number of days that the van driver will be driving on an assigned van route.

Emergencies qualifying for emergency leave are those extraordinary situations requiring the employee's attention and which (1) cannot be attended to outside work hours and (2) are not covered by other provisions of this Agreement. Applications for emergency leave shall list the specific reason for taking said leave. If reasons given by the employee for taking said emergency leave are insufficient, as determined by the Agency, than said emergency leave shall be denied.

Part-time employees hired subsequent to the ratification of the 1980-81 Agreement shall receive prorated emergency leave (rounded to the nearer hour) provided under this article according to the following schedule:

523 - 1044 hours	50% of full benefit
1045 - 1259 hours	75% of full benefit
1260 - 2088 hours	100% of full benefit

Emergency leave may not be utilized in less than one hour increments.

Emergency leave shall not be accumulated.

Van drivers must utilize emergency leave in increments of not less than one (1) day because of the nature of their jobs.

Article XI–Doctor (Physician and Dental) Leave

A doctor leave of up to eight (8) hours with full salary shall be granted to all full time employees and to part time employees employed prior to the ratification of the 1980-81 Agreement. With the exception of van drivers, a day for purposes of this article shall be eight (8) hours, and one hundred percent (100%) of the doctor leave benefit shall be eight (8) hours. An employee shall not claim more hours for a leave taken under the provisions of this article than the employee would have worked on the day that the leave is taken. However, an employee shall have available all of the hours for leave under this article according to the formula to prorate a percentage of the full benefit (eight hours for doctor leave), which is listed below. The number of hours per day provided to van drivers under the provisions of this article shall be determined by dividing the number of hours in each van driver's work agreement by the number of days that the van driver will be driving on an assigned van route.

Part-time employees hired subsequent to the ratification of the 1980-81 Agreement shall receive prorated doctor leave (rounded to the nearer hour) provided under this article according to the following schedule:

523 - 1044 hours	50% of full benefit
1045 - 1259 hours	75% of full benefit
1260 - 2088 hours	100% of full benefit

Doctor leave time is non-accumulative. The employee shall provide the Agency with 2 days written notice when applying for doctor leave, when such notice is reasonable possible.

In the event that the employer has reason to believe that an employee is abusing his/her doctor leave privileges, the employee may be required to furnish medical certificates which shall set forth documentation that the employee went to the doctor. Should an employee obtain a false medical certificate, or should an employee fail or refuse to furnish to the employer a medical certificate, then such employee may be disciplined appropriately, including dismissal.

Doctor leave may not be utilized in increments of less than one-quarter hour.

Van drivers must utilize doctor leave in increments of not less than one (1) day because of the nature of their jobs.

Article XII–Bereavement Leave

A bereavement leave of up to five (5) days per occurrence with full salary shall be granted to all full time employees and to part time employees employed prior to the ratification of the 1980-81 Agreement. With the exception of van drivers, a day for purposes of this article shall be eight (8) hours, and one hundred percent (100%) of the bereavement leave benefit shall be forty (40) hours per occurrence. An employee shall not claim more hours for a leave taken under the provisions of this article than the employee would have worked on the day that the leave is taken. However, an employee shall have available all of the hours for leave under this article according to the formula to prorate a percentage of the full benefit (forty hours for bereavement leave), which is listed below. The number of hours per day provided to van drivers under the provisions of this article shall be determined by dividing the number of hours in each van driver's work agreement by the number of days that the van driver will be driving on an assigned van route.

Part-time employees hired subsequent to the ratification of the 1980-81 Agreement shall receive prorated bereavement leave (rounded to the nearer 1/2 day) provided under this Article according to the following schedule:

523 - 1044 hours	50% of full benefit
1045 - 1259 hours	75% of full benefit
1260 - 2088 hours	100% of full benefit

A total of up to five (5) bereavement days per occurrence shall be granted for the death of an employee's spouse, child, parent, guardian, grand-parent, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. Bereavement leave is non-accumulative. Prior notification to and approval of the Agency is required to obtain bereavement leave.

Van drivers must utilize bereavement leave in increments of not less than one (1) day because of the nature of their jobs.

An employee may be granted bereavement leave with full salary for the death of another person who had a similar relationship to the employee as those relatives listed above. The employee can request such leave by contacting the administrator or his/her designee. The initial verbal contact shall be followed by a written request in a reasonable amount of time as determined by the administrator or his/her designee. The administrator, or his/her designee, may grant up to five days of bereavement leave with full salary. The administrator's decision on granting or not granting bereavement leave for the death of persons other than those listed above shall not be subject to the grievance procedure under the provision of Article III of this Agreement.

Article XIII–Sick Leave

A sick leave with full salary shall be granted to all full time employees and to part time employees employed prior to the ratification of the 1980-81 Agreement according to the following schedule:

	Full time
First Year of Employment	24 days
Second Year of Employment	22 days
Third Year of Employment	22 days
Fourth and Subsequent Years of Employment	22 days

With the exception of van drivers, a day for purposes of this article shall be eight (8) hours, and one hundred per cent (100%) of the sick leave benefit shall be eight (8) hours times the number of sick leave days for which the employee is eligible. An employee shall not claim more hours for a leave taken under the provisions of this article than the employee would have worked on the day that the leave is taken. However, an employee shall have available all of the hours for leave under this article according to the formula to prorate a percentage of the full benefit, which is listed below. The number of hours per day provided to van drivers under the provisions of this article shall be determined by dividing the number of hours in each van driver's work agreement by the number of days that the van driver will be driving on an assigned van route.

Part-time employees hired subsequent to the ratification of the 1980-81 Agreement shall receive prorated sick leave (rounded to the nearer hour) provided under this article according to the following schedule:

523 - 1044 hours	50% of full benefit
1045 - 1259 hours	75% of full benefit
1260 - 2088 hours	100% of full benefit

If on July 1 of a contract year an employee has reached the maximum accumulation of one hundred (100) days of sick leave under this article, and the employee would otherwise be eligible to accumulate additional sick leave had he or she not accumulated the maximum amount of sick leave, the employee shall be eligible to convert up to twenty (20) days of sick leave that would have been earned had the employee not been at the maximum accumulation according to the following formula:

1. For each five days of sick leave that would have been earned on July 1 of a contract year above the one hundred (100) day sick leave maximum accumulation, an employee shall earn one half (1/2) day of personal leave up to a maximum accumulation of two (2) personal leave days, except van drivers. Van drivers shall receive one day (1) of personal leave for each five (5) days of sick leave that would have been accumulated above the 100 day maximum to a maximum accumulation of two (2) personal leave days.

AND/OR

2. For each four days of sick leave that would have been earned on July 1 of a contract year above the one hundred (100) day sick leave maximum accumulation, an employee shall earn one (1) day of family illness leave up to a maximum accumulation of five (5) family illness leave days.

Conversion of sick leave under this article to personal leave under the provisions of the above formula shall occur only in five day sick leave increments for one half day of personal leave for all employees except van drivers, in which case conversion of sick leave to personal leave shall occur in five (5) day sick leave increments to one day of personal leave. Partial increments of five sick leave days shall not be converted to personal leave. Conversion of sick leave under this article to family illness leave under the provisions of the above formula shall occur in only four day sick leave increments for one day of family illness leave. Partial increments of four sick leave days shall not be converted to family illness leave.

If on July 1 of a contract year an employee does not reach the maximum accumulation of one hundred (100) days of sick leave under the provisions of this article, including sick leave days earned on July 1 of that contract year, then that employee shall not be eligible to accumulate any personal leave or family illness leave under the provisions of this article for that contract year. If an employee is not able to accumulate either personal leave or family illness leave under this article because the employee is not at the maximum accumulation of one hundred (100) days on July 1 of a contract year, the employee shall not lose any personal leave or family illness leave accumulated under this article during years for which the employee was eligible to accumulate these leaves.

Employees who are eligible for sick leave shall be granted their allowable sick leave on the first day of the contract.

In the event that the employer has reason to believe that an employee is abusing his/her sick leave privileges, the employee may be required to furnish medical certificates which shall set forth the reasons for such sick leave. Should an employee obtain a false medical certificate, or should an employee fail or refuse to furnish to the employer a medical certificate, then such employee may be disciplined appropriately including dismissal. The Agency may require such reasonable evidence as may be desired for confirming the necessity of sick leave. The employer shall determine the allow ability of any disputed sick leave, and no salary shall be allowed for sick leave until such evidence has been provided by the employee.

An employee who is absent from work by reason of work-related personal illness or injury, and who is receiving or will be receiving Worker's Compensation temporary disability/healing period benefits, shall elect to either receive full salary for the period of absence and be charged one day of sick leave for each day of said absence or to accept the worker's compensation benefit as full payment for the period of absence from work.

Sick leave may not be utilized in less than one hour increments.

Van drivers must utilize sick leave in increments of not less than one (1) day because of the nature of their jobs.

Article XIV–Family Illness Leave

A family illness leave of up to five (5) days with full salary without accumulation shall be granted to all full time employees and to part time employees employed prior to the ratification of the 1980-81 Agreement, to be utilized to care for a parent, son, daughter, spouse or other member of the employee's immediate household. With the exception of van drivers, a day for purposes of this article shall be eight (8) hours, and one hundred percent (100%) of the family illness leave benefit shall be forty (40) hours. An employee shall not claim more hours for a leave taken under the provisions of this article than the employee would have worked on the day that the leave is taken. However, an employee shall have available all of the hours for leave under this article according to the formula to prorate a percentage of the full benefit (forty hours for family illness leave), which is listed below. The number of hours per day provided to van drivers under the provisions of this article shall be determined by dividing the number of hours in each van driver's work agreement by the number of days that the van driver will be driving on an assigned van route.

Part-time employees hired subsequent to the ratification of the 1980-81 Agreement shall receive prorated family illness leave (rounded to the nearer hour) provided under this Article according to the following schedule:

523 - 1044 hours	50% of full benefit
1045 - 1259 hours	75% of full benefit
1260 - 2088 hours	100% of full benefit

In the event that an employee exhausts all of his/her available sick leave under the provisions of Article IX, Sick Leave, and if an employee has not exhausted family illness leave under the provisions of this article, then an employee may utilize available family illness leave for his/her personal illness or injury.

In the event that the employer has reason to believe that an employee is abusing family illness privileges, the employee may be required to furnish medical certificates which shall set forth the necessity for the employee to attend to the ill family member. Should an employee obtain a false medical certificate, or should an employee fail or refuse to furnish to the employer a medical certificate, than such employee may be disciplined appropriately including dismissal.

The employer may require such reasonable evidence as may be desired for confirming the necessity of family illness leave. The employer shall determine the allow ability of any disputed family illness leave and no salary shall be allowed for family illness leave until such evidence has been properly provided by the employee.

Family illness leave must be utilized in not less than one hour increments.

Article XV–Family and Medical Leave Provision

The provisions of the Family and Medical Leave Act of 1993 are hereby incorporated into this Agreement by this reference. This inclusion shall in no way reduce or adversely impact any other provisions of this Agreement.

Article XVI–Inservice Meetings Provision

Should the Agency request a staff member to attend a conference or workshop, expenses incurred shall be paid by the Agency and regularly assigned work time missed shall be without loss of pay. Should the employee request to attend a conference or workshop, prior approval must be obtained from the Agency. Limitations may be made on the number of staff members absent from their work stations on any particular day. Nothing herein shall be construed to prohibit the Agency from requiring an employee to attend any inservice program.

An employee who attends a conference or workshop shall be paid his/her normal day's pay and travel time to and from conference or workshop if travel time exceeds the allotted number of assigned working hours, and actual, necessary, and reasonable expenses if said employee is required to attend said conference by the Agency. This time shall be included in computation of service hours. See Article VIII, Overtime Provision.

Article XVII–Jury Leave Provision

Any employee called for jury duty during work hours or who is subpoenaed to appear in any judicial or administrative proceeding shall be provided such time for such appearances without salary loss.

Any fees or remuneration, excepting reimbursement for expenses, the employee receives during such leave, shall be turned over to Keystone Area Education Agency Number One.

Any employee absent from work for any court or administrative proceeding in which they are a litigant, contestant, or a party in interest, or officer, director, agent or representative of a party in interest, shall be provided such time for appearances without salary.

Van drivers must utilize jury leave in increments of not less than (1) day because of the nature of their jobs.

Article XVIII–Vacations

Vacations only apply to 12-month classified employees. With the exception of van drivers, a day for purposes of this article shall be eight (8) hours, and one hundred percent (100%) of the vacation leave benefit shall be eight (8) hours times the number of vacation days for which an employee is eligible. An employee shall not claim more hours for a vacation taken under the provisions of this article than the employee would have worked on the day that the leave is taken. However, an employee shall have available all of the hours for leave under this article according to the formula to prorate a percentage of the full benefit which is listed below. In the event a van driver becomes a twelve month employee the number of hours per day provided to van drivers under the provisions of this article shall be determined by dividing the number of hours in each van driver's work agreement by the number of days that the van driver will be driving on an assigned van route.

Part-time employees hired subsequent to the ratification of the 1980-81 Agreement shall receive prorated vacation leave (rounded to the nearer half-day) provided under this article according to the following schedule:

523 - 1044 hours	50% of full benefit
1045 - 1259 hours	75% of full benefit
1260 - 2088 hours	100% of full benefit

Paid vacations shall be provided to full-time twelve-month employees according to the following schedule:

1. For the first year of employment through the fourth year of continuous employment each employee shall receive two (2) weeks of paid vacation.

2. After the completion of the fourth year of employment through the ninth year of continuous employment, each employee shall receive three (3) weeks of paid vacation.

3. After completion of the ninth year of continuous employment, each employee shall receive four (4) weeks of paid vacation.

(A year is defined as July 1st through June 30th.)

Employees who have not completed one (1) year of service and are otherwise eligible for paid vacation shall earn paid vacation at the rate of eight-tenths (8/10) of a day for each month worked up to June 30 of the year in which first employed. Such paid vacation shall not be utilized until the employee has completed at least two (2) months of service and shall be taken not later than December 31st of the school year following the school year in which said vacation shall be earned or shall be forfeited.

For any partial year worked, paid vacation shall be earned by 12-month classified employees at the rate of eight-tenths (8/10) of a day per month for employees who qualify for two (2) weeks of vacation. Employees who qualify for three (3) weeks of vacation shall earn said vacation at the rate of one and twenty-five hundredths (1.25) days per full month worked for partial years worked. Employees who qualify for four (4) weeks of paid vacation shall earn said vacation at

the rate of one and sixty-seven hundredths (1.67) days per full month worked for partial years worked.

In the case of secretaries who lost vacation commencing with the 1988-89 contract year due to secretarial restructuring, paid vacations shall be provided according to the following schedule:

1. For the first year of employment through the fourth year of continuous employment, one (1) week of paid vacation.

2. After completion of the fourth year of employment through the ninth year of continuous employment, two (2) weeks of paid vacation.

3. After completion of the ninth year of continuous employment, three (3) weeks of paid vacation.

Van drivers employed on or before August 22, 1977, and media clerks employed on or before April 17, 1979, shall receive prorated vacation according to the following schedule:

1. For the first year of employment through the fourth year of continuous employment, three (3) days of paid vacation.

2. After completion of the fourth year of employment through the ninth year of continuous employment, six (6) days of paid vacation.

3. After completion of the ninth year of continuous employment, nine (9) days of paid vacation.

In no event shall the above provision for secretaries, who lost vacation commencing with the 1988-89 contract year due to secretarial restructuring, be construed to apply to any other employees.

For secretaries who lost vacation commencing with the 1988-89 contract year due to secretarial restructuring, said secretaries shall earn vacation each month at a rate equal to the number of days of paid vacation for which the secretaries are eligible for a given year divided by the number of months the secretaries are scheduled to work for the same year.

Classified employees who have scheduled work days in all twelve calendar months, but who do not have work hours scheduled on all Agency calendar days, shall not be eligible for vacation. The above provision does not apply to secretaries who lost vacation commencing with the 1988-89 contract year due to secretarial restructuring or to the individuals listed above from the media services division who had vacation restored effective July 1, 1992.

No vacation time shall be earned by an employee for any month during which the employee is absent without approved leave for any period of time or absent on paid or unpaid leave for more than five (5) working days.

Scheduling of all vacations must be approved by the Agency. Unless approved by the Agency, no more than one employee from a given job category may be absent at any one time for paid vacation in the Educational Services Division and the Special Education Division. Unless approved by the Agency, no more than one person from a given program may be absent at any one time for paid vacation in the Media Division. In order to assure adequate staffing, the

Agency shall have the discretion to deny requests for vacation should the granting of said vacation be detrimental, as determined by the Agency, to an Agency program.

The employee shall notify the Agency in writing, utilizing the proper form, two weeks in advance when applying for paid vacation.

Paid vacation shall be taken not later than December 31st of the year following the year in which said vacation is earned or shall be forfeited.

Paid vacation shall be utilized in not less than one-half (1/2) day increments.

Twelve-month employees are encouraged to take their paid vacation during the summer when schools are not in session.

Continuous years of employment with county or joint county systems within the boundaries of Keystone AEA shall apply to qualifying for vacation time, as long as said continuous employment is continuous with employment with the Keystone AEA.

Article XVIV–Extended Leave Of Absence For Personal Illness

Any employee who is unable to work because of personal injury or illness and who has exhausted all sick leave to which he/she is entitled, under this Agreement, may apply for a leave of absence without salary, fringe benefits, or credit for experience, for a period of up to, but not exceeding, the balance of the employee's individual work Agreement.

An application for such leave shall be in writing, state reason for the requested leave, the dates the employee requests leave to commence and to terminate, and shall be accompanied by the written certification of the employee's attending physician of such injury or illness and the probable period of disability, and shall be given to the Agency not less than twenty (20) working days prior to exhaustion of the employee's sick leave. However, if the illness or injury arises or occurs within said twenty (20) day period or subsequent to exhaustion of the employee's sick leave, the application may be given not less than five (5) working days after the occurrence of the illness or injury.

Approval of any application for such leave shall be at the discretion of the Agency. Approval or denial of any such application for leave shall be in writing given to the employee within thirty (30) working days after receipt of the application.

Any employee granted leave under this provision may continue all of his/her insurance benefits during such leave if the employee pays all insurance premiums prior to the fifth day of each month, commencing the first month after the leave begins. Failure of the employee to timely make any such premium payment shall disqualify him/her from all insurance benefits.

Article XX–Holidays

All full-time and part-time employees employed prior to the ratification of the 1980-81 Agreement shall receive the following paid holidays, provided the employee worked the last scheduled full work day, as determined by the employee's supervisor, preceding the holiday, and the first scheduled full work day, as determined by the employee's supervisor, following the holiday, unless the employee is absent on vacation or paid leave granted.

Independence Day	Labor Day
Thanksgiving Day	Friday following Thanksgiving
December 24	December 25
The Friday before the first Sunday after the full moon on or next after the vernal equinox	New Year's Day
	Memorial Day

With the exception of van drivers, a day for purposes of this article shall be eight (8) hours, and one hundred percent (100%) of the holiday benefit shall be eight (8) hours on each paid holiday. The number of hours per holiday provided to van drivers under the provisions of this article shall be determined by dividing the number of hours in each van driver's work agreement by the number of days that the van driver will be driving on an assigned van route.

Part-time employees hired subsequent to the ratification of the 1980-81 Agreement shall receive prorated holiday leave (rounded to the nearer hour) provided under this article according to the following schedule:

523 - 1044 hours	50% of full benefit
1045 - 1259 hours	75% of full benefit
1260 - 2088 hours	100% of full benefit

An employee, who is employed for less than twelve months, must actually work on the day preceding and following Independence Day to receive holiday pay. Vacation or other paid leave may not be used before or after the holiday to qualify for holiday pay for Independence Day if an employee is not a twelve-month employee. This provision is applicable to Independence Day only.

Article XXI–Professional Leave

For the purposes of this article "Professional Leave" is participation in a professional meeting, attendance at which is not required by the Agency and which is:

1. directly related to the employee's function within the Agency, and/or

2. likely to assist the employee and the Agency in the mission of the Agency, including delivery of services to school children.

3. a program which will enable the attending employee upon his or her return to effectively provide non-attending employees in-service instruction regarding the matters and materials covered, and/or

4. where applicable, a program substantially related to an area or areas in which the employee needs professional improvement or development pursuant to said employee's most recent formal evaluation.

5. all applications for Professional Leave shall set forth the specific Keystone Area Education Agency Accreditation standard(s) and indicator(s) of quality to which the professional leave activity has applicability. The Keystone Area Education Agency accreditation standards are listed in the Keystone Area Education Agency Comprehensive Plan and indicators of quality are as follows: (1) The programs and services address specific student, teacher, and school needs evidenced in local school improvement plans; (2) the programs and services assist schools in improving student learning evidenced through student performance; (3) the programs and services assist schools in improving teaching evidenced through the adoption or application of practices, strategies, and information; (4) the programs and services are cost efficient and timely, and (5) levels of use and quality measures are used to determine customer satisfaction and programs and services.

The Professional Leave, as defined above, shall be granted to employees within the following categories: Certified Occupational Therapy Assistant, and other employees covered by this Agreement who are required to complete continuing education units to maintain their licensure for their Agency position.

The employees within the above categories shall be granted non-cumulative professional leave as determined by the Agency, in the following manner:

A. Each employee shall be granted at least two (2) days of Professional Leave each year. A day for purposes of this article shall be eight (8) hours, and one hundred percent (100%) of the professional leave benefit shall be sixteen (16) hours. An employee shall not claim more hours for a leave taken under the provisions of this article than the employee would have worked on the day the leave is taken. However, an employee shall have available all of the hours for leave under this article according to the formula to prorate a percentage of the full benefit. Part-time employees shall receive professional leave in a prorated percentage of full-time equivalency of employment, rounded to the nearer one-half (1/2) day.

B. Nothing herein, however, shall be construed to prohibit the Agency from requiring an employee to attend any inservice program or professional meeting. If the Agency requires an employee to attend such a program or meeting, such attendance shall not be deducted from the employee's annual allotment of professional leave and said required attendance shall not be subject to the provisions of this Article. If the Agency requires an employee to attend such program or meeting, the employer shall reimburse the employee for actual, reasonable, and necessary expenses for travel, meals up to $25.00 per day, lodging, and registration.

C. Employees, who utilize professional leave under the provisions of this article, shall be required to submit a written report to their supervisor which shall set forth the following:

1. Brief listing of each meeting attended, and
2. Potential applications of information received to enhance the employee's professional performance or to improve Agency services.

D. In no event shall professional leave be utilized outside the boundaries of the continental United States or contiguous provinces of Canada.

Reimbursement of expenses shall not occur until the employee's immediate supervisor stipulates that the above report has been received, and will be dependent only upon the report's submission, not upon any determination of its quality.

Professional leave shall be with salary. Actual, reasonable, and necessary expenses for travel, meals, lodging, and registration will be reimbursed to a maximum of $300.00 per year. Part-time employees shall receive reimbursement for professional leave on a prorated percentage of full-time equivalency of employment.

Professional Leave may be utilized during the summer months by employees under work agreements for the subsequent school year. For the purpose of Professional Leave, summer is defined as that period of time during the months of June, July, and August between the conclusion of an employee's calendar and the beginning of the employee's next calendar. Professional Leave utilized during the summer shall be with salary; however, one day of Professional Leave shall be charged for each day an employee attends a Professional Leave activity.

Application procedures and approval criteria, as specified in this Article, are applicable to professional leaves utilized during the summer.

In the event that an employee submits his/her resignation to be effective at the end of a calendar, said employee shall not be eligible for Professional Leave during the subsequent summer months. Further, in the event that an employee utilizes Professional Leave during the summer and subsequently resigns prior to beginning of the next school year, the Agency shall bill said employee for the amount reimbursed for attendance at the Professional Leave activity utilized during the summer.

Professional Leave must be utilized between the dates of July 1 and June 30 of each year controlled by this Agreement. Nothing herein shall be construed to allow the accumulation of Professional Leave accrued under this Agreement to be utilized during a subsequent period covered by this Agreement or a subsequent Agreement between Area Education Agency Number One and Keystone Education Support Staff Association.

Application for this leave shall be made at least twenty (20) working days before taking such leave.

Article XXII–Section 125 Salary and Insurance

All eligible employees, those who work at least 16 hours per week, shall be provided the $750 deductible single health and least expensive single dental plan at Agency cost.

Employees may purchase more expensive single health and dental plans or family health and dental coverage by executing a salary reduction agreement under the auspices of Section 125 of the Internal Revenue Code. Employees may also execute salary reduction agreements for the purpose of paying unreimbursed medical costs and dependent care costs through flexible spending accounts (FSA's) under the auspices of Section 125 of the Internal Revenue Code.

The Employer shall provide such group insurance programs which shall meet the specifications that are agreed upon mutually by the Employer and the Association. The Employer and the Association further agree that the carrier of all insurance programs shall be determined by the Employer, in its discretion. However, the Association may submit recommendations regarding same to the Administrator or his designee.

Effective July 1, 2002, all eligible employees, those who work at least 16 hours per week, shall be required to enroll, at a minimum, in the $750 deductible single health and least expensive single dental programs offered in the agency's group plan.

All new employees, who are employed to provide services on or after July 1, 2002, shall be required to enroll, at a minimum, in the $750 deductible single health and least expensive single dental plan offered in the agency's group plan.

In addition to the above coverage, the employer shall provide term life insurance coverage at three (3) times the employee's annual salary as determined by article VII of this Agreement, subject to limitations of the employee's insurability as determined by the insurance carrier.

Group long-term disability coverage shall be provided to employees at their own expense through a payroll deduction. Employees shall be required to enroll in the long-term disability coverage at their own expense.

In no event shall the specifications of the insurance coverage provided in this article be altered without the mutual agreement of the Employer and the Association. In no event, however, shall the Employer be required to provide insurance coverage which is unavailable from an insurance vendor that is acceptable to the Employer and that is licensed to do business in the State of Iowa, under the provisions of this Article.

To participate in the group health and major medical and group dental plan, group term life insurance, and long-term disability programs, an employee must be employed for sixteen (16) hours per week.

Article XXIII–Seniority

A. Seniority means an employee's length of continuous service with the employer since the last date of employment. Continuous years of employment with county or joint county systems within the boundaries of Keystone AEA shall apply to qualifying for vacation time, as long as said continuous employment is continuous with employment with the Keystone AEA. New employees shall serve a probationary period of forty-five (45) work days. Upon completion of the probationary period, the employee shall be placed on the seniority list with the seniority being determined from the initial date of hire. Probationary employees may be terminated without recourse to any procedure in this Agreement.

B. A seniority list shall be furnished to the Association president for all classified staff covered by the Agreement, by job classification, within thirty (30) days after its execution.

C. Employees shall lose their seniority upon termination, or, in the case of reduction, upon expiration of the right to recall.

Article XXIV–Staff Reduction

Section 1.

The Agency, for any reason, may determine that it is necessary to reduce the number of employees.

Section 2. Order of Reduction

When one or more positions in a reduction category are to be eliminated, the first effort in reduction shall be to utilize normal attrition factors to avoid the reduction process. Should positions still need to be reduced, the employee who was last employed shall be the first reduced. The date of employment shall be the date on which the employee was administratively employed or on the date that the Keystone AEA Board of Directors formally employed the employee, whichever date is earlier.

a. In the event two or more employees are hired on the same date in the same reduction category, a lot shall be drawn before employment to determine seniority ranking among those employees hired on the same date. The above process shall be utilized subsequent to the implementation of the 1995-96 Agreement.

b. In the event that two or more employees, who were hired prior to the implementation of the 1995-96 Agreement, have the same seniority date; and one or more of these employees need to be reduced, the decision as to which employee(s) should be reduced shall be made by a committee composed of the administrative assistant, division director, supervisor, and president of the association.

Section 3. Reduction Categories

Reduction categories shall be designated as follows: Office Assistant, Instructional Services; Office Assistant, Special Education; Office Assistant, Administration; Media Clerk; Paraprofessional I, Vision Aide; Paraprofessional I, Audiometrist; Paraprofessional I, Communication Aide; Paraprofessional I, Educational Interpreter, Paraprofessional I, TO/PT Aide; Paraprofessional I, Instructional Aide (Juvenile Shelter Program); Paraprofessional I, Work Experience Paraprofessionals; Paraprofessional II, Educational Interpreter II; Paraprofessional I, Parent Outreach Worker; Paraprofessional II, Certified Occupational Therapy Assistant; Paraprofessional II, Special Education Health Care Paraprofessional; Technician, Instructional Services; Technician, Special Education; Technician, Administration; Custodian; Media Van Driver; and Temporary, Instructional Services; Temporary, Special Education; Temporary, Administration.

In the event an employee voluntarily transfers to a different reduction category listed above, the employee shall be the least senior in the new reduction category and shall have a seniority date in the new reduction category which is the date on which the transfer is effective for purposes of this article. The employee shall also lose all seniority for purposes outlined in this article in the former reduction category.

In the event that an employee is involuntarily transferred by the employer to a different reduction category listed above, the employee shall be the least senior in the new reduction category but shall maintain previous seniority and accumulate seniority in the previous reduction category during the time that the employee is employed in the new reduction category to which the employee was involuntarily transferred or assigned by the employer.

Section 4. Notification of Reduction

The Agency shall provide written notice to the Association and to the Employee ten (10) working days prior to the actual reduction. Such notice shall include written reasons for the reduction.

Section 5. Recall Procedures

Any employee whose position has been reduced pursuant to this provision shall have recall rights within the employee's respective reduction category for a period of sixteen (16) months from the date of their reduction. Employees who have been reduced shall be recalled to available positions in the employee's job classification in the inverse order of such reduction. Employees having been reduced through a staff reduction shall notify the Agency of their availability for recall, and must keep their addresses and telephone numbers known to the Agency. Any change of address must be in writing. Recalled employees must report for work within ten (10) working days after notice has been given by certified mail to the employee's last know address. If a recalled employee does not report as required in this section, the employee shall suffer loss of seniority and the employment relationship shall be broken and terminated.

Section 6. Right to Grieve

The Employee has the right to grieve the application of the staff reduction procedures; however, the right of the Agency to reduce staff is not subject to the grievance procedure.

Article XXV-Transfers

Section 1. Definition

A transfer, for purposes of this Article, shall mean movement of an employee within a job classification, or building location with the Agency.

Section 2. Limitations

The Agency shall determine if a vacancy exists.

Section 3. Procedures

When the Agency determines that a vacancy exists, notice shall be posted in all buildings and shall include the job qualifications necessary. Within five (5) days from the date of posting, any employee desiring to make application shall do so by filing a written statement with the Agency. The vacancy shall be filled by an applicant deemed most qualified in the judgment of the Agency. A present employee timely presenting an application for transfer to a vacant position shall be considered, but not necessarily appointed, for the vacant existing or new assignment before any applicants not then employed by the Agency are considered if (1) the present employee is in the discretion of the Agency otherwise qualified and able to perform the vacant existing or new assignment; and if (2) the transfer requested will not be detrimental to the Agency or its programs, as determined by the Agency, all factors of qualifications and competence being equal among present employees, seniority shall prevail in determining the order of consideration and all applicants shall be notified when the position is filled. There shall be a probationary period of up to forty-five (45) work days in the new position, at which time the transfer is evaluated by the Agency. Nothing herein shall be construed to deny the employer the right to hire a new employee to fill any vacancy.

Section 4. Reclassifications

When the Agency determines that a temporary position is to be reclassified as a continuing position, said position shall be posted according to the provisions of Section 3 of this Article.

Section 5. Notice

Prior to any transfer, as defined in Section I, which is initiated by the Agency, notice shall be given to the employee and the Association in writing at a meeting between the employee involved, the Association representative, and the administrator or his/her designee.

Article XXVI-Cancellations

Should the route be canceled after Media Division van drivers have begun their schedule, they are to return to their starting point to assist with other work as assigned. In case of all employees covered by this Agreement, should a storm begin after they have arrived at their work station, said employees shall have the option of leaving their work station or remaining at their work station. Employees shall receive pay for the hours actually worked that day.

Article XXVII–Evaluation

A. Notification

The Agency will, by October 1, identify to each employee the supervisory personnel who will be responsible for that employee's evaluation, and will explain the evaluation procedures and the criteria that will be used in the evaluation as set forth in the evaluation instrument. No formal evaluation will take place until such orientation has been completed.

B. Formal Evaluation

Each employee shall be formally evaluated annually during the first two years of the individual's employment in his/her position and every third year thereafter. Additional evaluations may be authorized at the discretion of the Agency. Additional evaluations may also be authorized at the request of the employee. Each employee shall receive advance notification as to the date and time of the evaluation.

C. Written Evaluation

Evaluations shall be reduced to writing and a copy of the evaluation shall be given to the employee.

D. Growth Plan or Remediation Plan

The conference between the employee and the evaluator shall be held within twenty (20) work days of the on-the-job evaluation. The evaluator shall identify all of the alleged deficiencies of the employee. If deficiencies are identified, the Agency shall provide the employee with a plan of remediation which, if followed, would eliminate the alleged deficiencies.

E. Personnel File

Each employee has the right to review and copy at his/her expense all evaluation and other documents contained in his/her personnel file. Complaints directed toward an employee which are to be placed in the employee's personnel file shall be called to the employee's attention. The employee has the right to respond in writing and to have such written response placed in his/her personnel file as to all comments entered in the file. Each employee shall only have one personnel file which shall be located in the Agency Administrative Services Division. No separate file shall be kept which is not available to the employee's inspection.

F. Fair and Accurate

All employee evaluations are to be fair and accurate. An employee, or the Association as the employee's representative, has the right to utilize the contract's grievance procedure to challenge an evaluation as unfair, unjust, or inaccurate in cases in which the evaluation indicates that his/her overall performance is unsatisfactory, or in any proceeding in which the Agency attempts to justify adverse action against the employee. The grievance procedure of the contract may be used in the event of a termination.

Article XXVIII-Compliance Clauses and Duration

1. Individual Contracts - Any individual contract of employment between the employer and an employee covered by this Agreement shall not be inconsistent with the terms of this Agreement, and if any such individual contract is inconsistent with the terms of this Agreement, this Agreement, during its duration, shall control.

2. Separability - If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

3. Printing Agreement - Copies of this Agreement shall be printed, within thirty (30) days after the Agreement is ratified by both parties, at the joint expense of the Association and the employer, and shall be given to all employees covered by this Agreement and any new employees.

4. Notices - Whenever any notice is required to be given to either the employer or the Association under this Agreement, either party may do so by telegram or letter at the following designated addresses:

   a. If by the Association, to the Administrative Assistant in Administration.
   b. If by the Board, to the current Association president.

5. Complete Agreement - This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term. The negotiated understandings and agreements arrived at by the parties are set forth in this Agreement.

6. Duration - This Agreement shall be effective from July 1, 2007, and shall continue in full force and effect until June 30, 2008.

This Agreement is signed this 31st day of May 2007. In witness thereof, the parties have executed this Agreement as follows:

For the Keystone Education Support Staff Association (KESSA), Iowa State Education Association (IESA)

Association President

Association Chief Negotiator

For the Board of Directors of Keystone Area Education Agency 1

President of the Board of Directors

Employer Chief Negotiator