MARION INDEPENDENT CSD/CUSTODIAL & MAINT. ASSN. 07-08

ARTICLE I: RECOGNITION

A. REPRESENTATIVE

The Marion Independent Custodial Association, an affiliate of the East Central UniServ Unit, the Iowa State Education Association and the National Education Association, is the representative of the certified bargaining unit (case number 5987) as follows:

Included: Custodians

Excluded: Secretaries, including but not limited to, Superintendent's Secretary, Business Manager's Secretary, Transportation Secretary, Home School Program Secretary, and other secretaries assigned to work at the District's 777 South 15th Street Office, Custodial Supervisor/Assistant Director of Operations, Mail Clerk/Courier, Associates, Bus Drivers, Food Service Workers, Maintenance Workers, Professional Employees and all others excluded by Section 4 of the Act.

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B. DEFINITIONS

As used herein, the term "*Regular or Full-time Employees*" shall mean all employees whose normal workweek is thirty-five (35) hours or more.

As used herein, the term "*Part-time Employee*" shall mean all employees whose normal workweek is less than thirty-five (35) hours per week.

A beginning employment date prior to January 1 of any year shall be considered one (1) year of experience toward the individual's placement on the Wage Schedule. A beginning employment date of January 1 or after of any year shall not count toward advancement on the Wage Schedule.

Temporary and seasonal employees are not covered by these terms and conditions of employment.

As used herein, the term "*Board of Directors*" shall mean the Marion Independent School Board of Education or designated representatives.

As used herein, the term "Employee" shall mean any employee represented by the Marion Independent Custodial Association.

C. PROBATION

All new employees shall be subject to the serving of a probationary period of one hundred twenty (120) calendar days when the employee actually performs work.

Probationary employees may be separated for any cause or any reason by the District during the probationary period without appeal. The District will provide notice to the Union President and the employee. Satisfactory completion of the probationary period only means that the employee is then eligible for other rights under this contract. Other than that, no rights are created by satisfactory completion of the probationary period.

Probationary employees shall not be entitled to any of the leave of absence provisions under the terms of this Agreement during their probationary period, except for the sick leave provisions.

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ARTICLE II: GRIEVANCE PROCEDURE

A. DEFINITIONS

Grievance -- A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

Aggrieved party -- The aggrieved party is the employee, employees, employees on staff reduction, or the Association.

Day -- A day shall mean a calendar day. If the final day of a time period falls on a Saturday, Sunday or holiday, the deadline for action shall be extended to the next weekday.

B. PROCEDURE

The following procedures are to be followed on any claim by an employee, group of employees, or the Association. Confidentially of the details of each grievance will be maintained at all levels.

At all steps of a grievance the Association and Administration shall have the option to have representative(s) attend any meeting required to resolve the grievance.

The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits may be changed by mutual agreement in written form only. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and shall act as a bar to further appeal of that alleged grievance. An Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

Level One

In the event that an aggrieved party considers filing a grievance, the aggrieved party shall first discuss the alleged grievance with the district's Business Manager. This discussion must take place within (10) calendar days from the date of occurrence of the event giving rise to the alleged grievance.

Level Two

If, as a result of the informal discussion in Level One, an alleged grievance still exists, the aggrieved party may invoke the formal grievance procedure by filing an official form within five (5) calendar days of the completion of Level One as set forth in Addendum C. Forms will be available from the Association representative in each building and are to be submitted to the Business Manager involved in Level One.

Within ten (10) calendar days of receiving the formal grievance, the Business Manager shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved party.

Level Three

In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved party shall file within five (5) calendar days of the receipt of the administrator's written decision at the second level, a copy of the grievance with the Superintendent, or his/her designee.

Within ten (10) calendar days after such written grievance is filed, the aggrieved party and Superintendent or designee shall meet to resolve the grievance. The Superintendent or designee shall file an answer within ten (10) calendar days after the third level grievance meeting and communicate it in writing to the aggrieved party and the administrator involved in Level One.

Level Four

If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth level of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the aggrieved party to the Superintendent within ten (10) calendar days from receipt of the Level Three answer to enter into such arbitration. The Public Employment Relations Board will be requested to provide a panel of seven (7) arbitrators. Upon receipt of the list, the parties shall select one of the names as the arbitrator.

The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of hearing or the submission of the briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have power only to apply and interpret the specific provisions of this agreement to the resolution of the grievance(s) arising hereunder.

Expenses for the arbitrator's services shall be born equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. All arbitration hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representatives.

ARTICLE III: DEDUCTIONS

A. AUTHORIZATION

Any employee, who is a member of the Association, or who has applied for membership, may sign and submit Addendum D on or before October 1, a written request authorizing payroll deduction of professional dues to the Business Manager's Office. New employees hired after October 1 shall have thirty (30) days from the date of employment to sign and submit said request. The Association shall be responsible for informing its members of the professional dues deduction system and provide the necessary authorization forms for the deduction. Dues include the cost of membership to the organization only. Such items as initiation fees, special assessments, back dues, fines, and similar items will not be considered deductible dues.

B. REGULAR DEDUCTION

Pursuant to a deduction authorization, the Board shall deduct an equal amount from the regular salary check of the employee for the balance of the year. Employees who begin employment after October 1 shall have their total dues prorated on the basis of the remaining months.

C. TRANSMISSION OF DUES

The Board shall transmit to an official designated by the Association the total monthly deduction for professional dues within ten (10) contract days following each regular pay period. A listing of the authorized employees for whom deductions are being made will be provided the Association with the October deductions. The Association will be notified of any changes on a monthly basis. The employer shall have no responsibility for collecting said dues for any month the employee's regular check is insufficient to cover said deductions.

D. DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Business Manager's Office and the Association.

E. INDEMNIFY & HOLD HARMLESS

The Union shall indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the employer for the purposes of complying with the provisions of this article.

ARTICLE IV: EMPLOYEE EVALUATION PROCEDURES

A. INFORMED OF EVALUATION PROCEDURES

Within six (6) weeks after the beginning of the school year employees shall be acquainted by the supervisor with the evaluation procedures to be observed. A new employee or an employee reassigned after the beginning of the school term shall be notified by the appropriate supervisor of the evaluation procedures in effect. Such notification shall be within six (6) weeks of the first day in the new assignment.

B. FIRST TWO YEARS OF EMPLOYMENT

The performance of employees in their first two years in the District shall be formally evaluated a minimum of one (1) time each year and after two years, a minimum of once every other year or as deemed practical and necessary by the supervisor or his/her representative.

C. FORMAL EVALUATION

The evaluator and the employee shall meet at a mutually agreeable time within ten (10) working days following any formal evaluation. Both parties shall sign a written evaluation and a signed copy shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of content. The employee shall have the right to submit an explanation or other written statement regarding any evaluation inclusion in his/her personnel file. Any written statement by the employee shall be made within ten (10) working days of the evaluation conference.

D. COMPLAINTS

Any complaints directed toward an employee which are placed in their personnel file are to be called to the employee's attention in writing within ten (10) days of the complaint.

E. REVIEW OF PERSONNEL FILE

An employee, presently under contract, shall have the right to review the contents of his/her own personnel file during business hours with reasonable notice and security provisions. A representative of the Association may, at the employee's request, accompany the employee in this review. Confidential job recommendations shall be excluded. For those items not covered in paragraphs C & D above the employee shall have the right to respond to such other materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become a part of said file. Responses must be made within 10 days of reviewing the file except as provided in C & D above.

F. GRIEVANCE OF EVALUATION

An employee who has been evaluated has the right to grieve such evaluation, if the overall evaluation is rated as unsatisfactory by the employer, on the grounds that the evaluation criteria have been ignored, arbitrarily applied, or that the specified evaluation procedures have not been followed.

G. NOTIFICATION

When the performance of an employee is questioned or other employment problems arise, the employee should be notified of the matter within 10 calendar days.

ARTICLE V: HOURS OF WORK

A. ASSIGNMENT

The administration shall determine all hours, starting and stopping time, and the assignment of employees during those hours to insure and maintain the services necessary and essential to the functioning of the School District.

B. The full-time custodial employee work day shall be an eight (8) hour day. The normal scheduled work week for custodian workers shall be forty (40) hours. With the approval of the supervisor, summer hours may be adjusted to allow for a half day of work on Fridays.

C. Unless an emergency occurs or other unavoidable circumstances, twenty-four (24) hour notice will be given to the affected employee, for all non-scheduled, non-regular weekend duties or holidays.

D. For fringe benefit purposes, an employee's eligibility for any benefit based on hours worked per day shall be calculated as total combined hours worked per day for the District regardless of what job class or classes in which the employee works. Employees will receive pay for all hours worked. Benefits to be determined by the job where employee works the majority of their hours.

E. CALLBACK

The employer agrees that employees called back for duty by the employee's supervisor or supervisor's designee will be guaranteed a minimum of two (2) hours at the appropriate rate of pay. This provision shall not be construed so as to provide for an additional two hour minimum compensation if the employee is called back for duty within the original two (2) hour period. Employees who are called back to work in excess of two (2) hours will be paid for actual time worked. To qualify for call back compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift. Employees called back to work for mandatory meetings will be guaranteed a minimum of one (1) hour pay at the appropriate rate of pay. For a callback on a Sunday or holiday double time rate will be paid.

F. DUTY-FREE LUNCH

Each employee shall have an unpaid duty-free lunch period of 30-60 minutes as determined by the employee's supervisor.

G. BREAK TIME

Each full-time employee shall have one fifteen (15) minute break with full pay during the first half of his/her shift and one fifteen (15) minute break with full pay during the second half of his/her shift, each of which shall be at a time approximately in the middle of the half shift within which it occurs and exact time to be assigned by the immediate supervisor. Employees working less than full time, and more than four hours, shall have one fifteen (15) minute break, as assigned by the supervisor, approximately in the middle of their shift.

H. OVERTIME

When the district determines it is necessary to offer overtime employees will be offered the work on a rotational seniority basis. The head custodians at the high school and middle school shall keep and maintain separate overtime lists. Employees wishing to work overtime shall submit a written notice to the head custodian of the buildings in which they wish to work overtime. If this method fails to produce enough personnel for the work, the district may use a substitute for the

overtime work or require employees to work the overtime. Any such substitutes will be expected to follow the same work rules that exist for the employees. Employees will be assigned overtime on a rotational basis with the least senior employees being first on the list. Employees may find other custodians to work their required overtime.

I. SUBSTITUTE PAY

Employees that substitute for a higher paid position for one (1) day or more shall receive the higher rate of pay from the first day and following days until the employee is done substituting for that position. The custodian shall mark the time card to indicate they are substituting for the position.

The custodial supervisor will obtain substitutes for the head custodians when they are ill. If no employees voluntarily fill this position when asked, the district will assign an employee to fill the position.

ARTICLE VI: WAGES AND SALARIES

A. REGULAR SALARY SCHEDULE

All employees shall be paid according to their proper job classification and placement on the regular salary schedule set forth in addendum A.

B. PLACEMENT OF NEW HIRES

Upon initial employment, a new hire shall be placed at the base step of the classification appropriate to his/her job or at a higher step, not exceeding experience level, when necessary to hire. Employees below this level, who had equivalent or greater experience, and were not given credit, will be moved up to the level of this new hire.

C. PLACEMENT OF FORMER EMPLOYEES

Upon returning to the District, any employee with previous work experience in the district shall receive full credit on the salary schedule for his/her job classification for previous experience in this district.

E. METHOD OF PAYMENT

Normally, payday shall be on the fifth (5th) and twentieth (20th) of each month except when the payday falls on a holiday or a weekend, in which case the payday shall be on the last previous working day. The above mentioned payday shall be adhered to unless prohibited by circumstances beyond the control of the School District.

Employees shall receive their paycheck at the building where assigned unless otherwise mutually agreed to by both parties.

F. OVERTIME

Overtime shall be defined as *"hours worked in excess of a normal forty (40) hour week."*

1. Overtime pay will be at the rate of one and one half (1-1/2) times the staff member's normal hourly rate.

2. Compensatory time may be computed at a rate of one and one half (1-1/2) hours of compensatory time off for each hour worked in excess of a forty (40) hour week. Only with the mutual consent of the employee and his/her immediate supervisor will compensatory time be granted in lieu of overtime pay.

3. Overtime and compensatory time shall be paid as required by the Fair Labor Standards Act. However, the hours of a holiday or a scheduled vacation day shall count toward the overtime calculation provided such vacation had been scheduled 2 (two) weeks or more in advance.

ARTICLE VII: INSURANCE

A. HEALTH INSURANCE

The School District shall make available to all regular full-time employees both single and dependent health and major medical insurance. The District shall provide $461.12 per month ($5,533.44 per year) toward the purchase of health and major medical insurance for all full-time employees who participate in a District-sponsored plan. These payments will be made to employees as additional salary. Employees may choose different levels of coverage from the various plans offered by the district. Any savings in premium dollars will be reflected in the employee's check. Employees may elect to have the premium paid through payroll deduction in accordance with the District's Section 125 Cafeteria Plan. All new qualifying employees who wish to receive the District contribution for health insurance must take at least a single plan.

Employees who were not enrolled in a District-sponsored health insurance plan as of April 15, 2002, may continue to receive $260 per month ($3,120 per year) as additional salary and will not be required to enroll in a District-sponsored health insurance plan. This amount will be frozen at the above level until such time that the amount is no more than 50% of the amount provided by the District for those who participate in the District-sponsored plan. At that point in time, the Negotiations Team will consult with the Insurance Committee and a professional health insurance consultant to determine if increasing the cash option amount would have negative ramifications on the District's health insurance program.

Employees who are currently receiving the $3,120 annual cash benefit for health insurance may enroll in the District-sponsored health insurance plans within 30 days of a HIPA qualifying event. The increased District contribution toward health insurance will begin immediately and be prorated by the amount of the workdays remaining in the respective employee's contract.

B. LIFE INSURANCE

Employee

For each regular full-time employee, the School District shall provide a Group Term Life Insurance Plan. This Plan shall include Forty-Thousand Dollars ($40,000) life insurance coverage, including accidental death and dismemberment coverage. The Group Term Life Insurance Plan will include double indemnity in the event of accidental death.

Dependent

The School District shall provide the opportunity for a regular full-time employee to procure group term dependent life insurance of five thousand dollars ($5,000) for spouse and one thousand dollars ($1,000) for each dependent under age 19 in his/her immediate family at his/her own cost. The premium cost for the dependent insurance shall be paid by the employee through payroll deduction.

C. LONG TERM DISABILITY INSURANCE

For each regular full-time employee, the School District shall pay the premium. The plan shall be no less than coverage at the rate of 66 2/3% of salary.

D. COVERAGES

The school district insurance programs shall be available for twelve (12) consecutive months each work year. All insurance programs are subject to the policies of the insurance carrier and to the

regulations of the Internal Revenue Service. It shall be the responsibility of the employee to notify the Business Office in writing, if he/she desires to participate in or drop from the board approved health insurance program or any other coverage made available.

E. DESCRIPTION

The school district will inform employees as to the insurance benefits available to them under terms of this agreement within thirty (30) days after hire date. Phamplets, booklets and documentation necessary for the employees to utilize such benefits will be furnished promptly upon receipt from the respective insurance carrier.

F. ANNUITIES

Tax sheltered annuities may be contracted for by the Board at the employee's request. In each case, the employee must make a written request through an insurance carrier on the forms provided by the District. All applications must be made prior to the cut-off date established by the business office. Employees must choose from list of District approved companies.

G. CLAIMS AGAINST THE SCHOOL DISTRICT

The School District's only obligation under this Article is to purchase insurance policies and pay such premiums as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by the carrier. However, the District shall make the same insurance contribution toward the payment of the private insurance premium for any employee denied coverage by the district's group insurance carrier.

H. ELIGIBILITY

For the purposes of this Article, it is understood and agreed by the parties that group insurance shall be allowed for those regular full-time employees who are employed thirty-five (35) hours or more per week. All insurance programs are subject to the policies of the insurance carrier and to the regulations of the Internal Revenue Service.

ARTICLE VIII: LEAVES OF ABSENCE

A. SICK LEAVE

Employees shall be granted sick leave without loss of wages according to the following schedule:

First year of employment	ten (10) days
Second year of employment	eleven (11) days
Third year of employment	twelve (12) days
Fourth year of employment	thirteen (13) days
Fifth year of employment	fourteen (14) days
Sixth year and each subsequent year	fifteen (15) days

Sick leave may be used for dental and doctor appointments that cannot be scheduled during non-working hours.

Sick leave may be accumulated to a maximum of one hundred twenty (120) days. Unused sick leave during the first partial year of employment will carry over into the new school year on a prorated basis.

Major medical accident: Employees would have the option to donate two (2) days of their sick leave per year to fellow employees for a medical emergency.

The employee may be requested to provide a certificate from the medical doctor in accordance with district policy and in accordance with Chapter 279.40 of the *Code of Iowa*.

Employees have the option of transferring two (2) of their sick leave days to employees covered under this agreement for medical purposes.

Sick leave may not be used for elective or cosmetic surgery.

B. FAMILY ILLNESS

Employees may use up to eight (8) days of their sick leave for family illness. This family leave may be taken in increments of one (1) hour.

Family shall mean spouse, son, daughter, sister, brother, parent, parent-in-law, step-parent, daughter-in-law, son-in-law, grandchild, grandparent, spouse's grandparent, legal guardian, and legal dependent.

D. PERSONAL BUSINESS LEAVE

It is recognized that certain personal business matters cannot be cared for after school hours, on weekends, or during vacation periods.

Each employee shall be allowed two (2) days of personal business leave per year. Employees who do not use personal leave day(s) during the school year will be reimbursed for unused days at the regular hourly rate based on the normal number of hours worked per day. Reimbursement will be included with the June paycheck. Employees may carry over one (1) day to next year to accumulate to max of three (3).

Request for personal business leave shall be submitted in writing. The employee shall receive written approval prior to taking leave. In the event that personal leave is taken for the purpose of a family illness, the requirement for prior written approval shall be waived.

No personal leave may be used for the work day immediately preceding or following any holiday or vacation nor during the week before or week after school is scheduled to begin/end unless unavoidable extenuating circumstances exist. Personal leave may be used in one hour increments.
If the leave is not approved, any absence will be deducted at the individual's appropriate rate. The granting or withholding of such leaves shall be at the district's discretion and shall not be precedential.

Employees who do not complete their contract will have their personal days prorated to the percentage of their contract that they fulfill. If the employee has already been paid for their personal days any over payment will be taken from their last paycheck.

E. JURY DUTY

If an employee is called for jury duty, he/she shall continue to receive full wage compensation less the amount paid to him/her for such services. When a juror is not required to do full-time jury service, he/she is expected to report for regular work.

F. BEREAVEMENT LEAVE

In the event of death in the immediate family, an employee may be granted a leave of absence for each occurence, not to exceed five (5) days, at the time of such death to attend or make funeral arrangements. The immediate family shall mean spouse, son, daughter, sister, brother, parent, parent-in-law, step-parent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, spouse's grandparent, grandchild, legal dependent, and legal guardian.

One (1) day per year may be granted for bereavement leave for any significant person not listed in this article. Proof of attendance may be required at the discretion of the administrator.

Requests for bereavement leave shall be made as soon as possible, in advance, to the Business Manager or his/her designee and if requested by the Business Manager or his/her designee, the employee shall furnish proof of death and of the employee's relationship to the deceased.

This leave will be granted without loss of wages or deduction from personal illness leave, but it shall not be accumulative.

G. FAMILY AND MEDICAL LEAVE ACT OF 1993

All eligible employees shall be eligible for unpaid leave under the Family and Medical Leave Act of 1993, provided the employee meets all eligibility requirements as set forth in Board Policy 402.3 and Regulation 402.3R.

H. RELIGIOUS

Any employee whose commonly recognized religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by making his/her needs known to the business manager or the immediate supervisor at least ten (10) days prior to the requested holiday. Leave shall be granted on one of the following basis:

1. Unpaid, without loss of seniority

2. Paid, by use of a day of personal leave.

3. Paid, with the immediate supervisor scheduling compensatory time after conferring with the employee.

I. ASSOCIATION

A maximum of six (6) days shall be available for representatives of the Association to attend conferences, conventions, and activities of the local association, ISEA, and NEA. Requests for Association leave shall be submitted to the business manager or designee at least two (2) weeks in advance on the leave request form and approval shall be given at least one (1) week in advance of the requested leave. Association leave may be used in one (1) hour increments.

J. GENERAL PROVISIONS

When possible, leave slips should be submitted 7 days prior to the requested date of the leave. If employees have not received their leave slip back from the District within 4 days of submitting it, they may call the custodial supervisor to check on their request.

Employees submitting requests fewer than 4 days prior to the leave date should call the custodial supervisor and submit the leave request.

Employees must utilize their available personal leave, floating holiday, comp time and vacation leave before submitting requests for unpaid leave. Unpaid leave will only be approved for special circumstances. The business manager will make the final determination if leave is approved.

ARTICLE IX: VACATIONS AND HOLIDAYS

A. VACATIONS

Only twelve (12) month employees are entitled to vacation.

Earned vacation days shall be determined in accordance with the starting date on each individual contract.

All vacation schedules shall be subject to advanced approval by the appropriate supervisor and the Business Manager.

Vacation is officially earned as of July 1 of each year. Employees have fifteen (15) months from July 1st to use their earned vacation days. Employees may carry over up to ten (10) unused vacation days past September 30th.

The following schedule shall be used to determine vacation earned.

Years of Service Completed as of July 1	Days of Earned Vacation
Less than one (1) year	Pro rata
One (1) through (5) years completed	Ten (10) days
Six (6) through fourteen (14) yrs. completed	Fifteen (15) days
Fifteen (15) years and over.	Twenty (20) days

Upon leaving the employment of the District, an employee shall be paid his/her earned, but unused vacation, provided such employee submits his/her resignation at least two (2) weeks in advance of the effective date of termination. Two (2) weeks advance notice is waived if termination is by reason of death or disability.

B. HOLIDAYS

Regular employees shall receive the following paid holidays.

Fourth of July (12 month employees only)
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas
One additional day at Christmas**
New Year's Day
One additional day at New Year's**

One day during Spring Break or Good Friday**
Memorial Day
Floating Holiday**

If a holiday falls on a Saturday, then the holiday will be on the Friday before or on a Sunday, then the holiday will be on the Monday following, or as agreed upon by the employee and the supervisor.

** These days should be approved in advance by the employee's supervisor.

New employees must work 30 workdays before they are eligible for holiday pay.

Employees who do not complete their contract will have their floating holiday prorated to the percentage of their contract that they fulfill. If the employee has already been paid for a full floating holiday the over payment will be taken from their last paycheck.

ARTICLE X: SENIORITY

The term "Seniority" as used in this Agreement shall begin on the employee's first day of work and shall mean the time of continuous employment within the bargaining unit of the District. Approved leaves of absence, both paid and unpaid, including staff reduction leave, will not break the continuity of employment. However, the time spent on unpaid leaves except those granted for religious purposes or for Family Medical Leave, will not be counted as time of employment. Employees will receive a full credit for each year of service unless uncredited time spent on unpaid leave exceeds ninety (90) working days.

The District will provide each employee and the Association with a seniority list on September 30 of each year. Employees will have twenty (20) calendar days to respond with corrections to the list. The list will become final and binding except for any employee who responds within the twenty (20) day period.

Subsequent corrections may be made at the next reissuance by mutual agreement of the District and the Association.

ARTICLE XI: VACANCIES AND TRANSFERS

A. DEFINITIONS

1. The term "vacancy," as used in this agreement, shall mean any position, whether newly created or a present position, which the employer desires to fill.

2. The term "transfer," as used in this agreement, shall mean the movement of an employee to a different job classification, or a change from one building to another or a change in shift.

3. A transfer shall be considered involuntary if the employee does not consent or agree to the transfer.

B. NOTIFICATION

1. Notice of vacancies will be announced through regular school communication channels and will be posted in all buildings.

2. Employees shall have seven (7) calendar days to give written notice of their intention to apply for the vacancy by submission of two (2) copies of addendum B. The first day shall be the day after the vacancy is first posted in the buildings.

C. PROCEDURE

1. Voluntary Transfer

   a. Employees interested in a vacancy may apply in writing to the business manager or his/her designee within the seven (7) calendar day posting period.

   b. If more than one qualified employee (see paragraph 3 below) applies for the same position, and all qualifications are equal, the most senior applicant shall receive the transfer.

   c. The business manager's decision on a voluntary transfer shall be final.

2. Involuntary Transfer

If there is no applicant appropriately qualified for a voluntary transfer, the District shall have the right to involuntarily transfer an employee. Such notice of involuntary transfer shall be given to the employee not less than seven (7) calendar days before the effective date of the transfer.

3. Qualifications for transfers which shall be considered are:

a. Work record (Written record prior to date of transfer).
b. Skills (Specifically related to the vacant position).
c. Experience in District
d. Experience out of District (If the same is within last 5 years).

4. The above factors shall be considered when comparing employee(s) or outside applicant(s) who is/are not currently employed by the District, for the available vacancy.

5. If an employee applicant is not chosen for the position because an outside person is hired, the employee may request a written explanation as to why he/she was not chosen for the position.

6. An involuntary transfer may be grieved if made arbitrarily, or capriciously, or the procedures have not been followed.

ARTICLE XII: STAFF REDUCTION AND RECALL

If the District determines it is necessary to layoff employees, the layoff shall be accomplished on a District-wide basis in the following manner.

1. Layoffs will be determined as specified below.

2. Employees will be compared using the following factors:

   a. Work record
   b. Skills
   c. Experience including seniority*

* If an employee has seven (7) or more years experience at the District, seniority shall be a major factor and only overriden if there is a significant difference in one or more of the factors in a and b.

These factors may not have equal importance in each case. When that situation occurs an explanation will be provided by the administration. (For example: skills might be most important because an employee has a license as an electrician or is qualified to work with a boiler, etc.)

If the above factors are equal between the employees, the employee with the least seniority within the category will be laid off first. If seniority is the same, the date of hire shall prevail. (i.e. last hired=first reduced).

<u>Recall</u>

1. Laid off employees will have recall rights to a vacant position in that employees classification for two (2) years from the date of last working for the District.

2. If two or more employees are on recall within the same classification the employee with the best qualifications will be recalled first. If qualifications are tied the employee recalled shall be determined by the employee with the most seniority.

3. Laid off employees must keep the District informed of their current address in writing.

4. Notice of recall will be by certified mail return receipt requested and the recalled employee must accept or reject the recall within ten (10) calendar days of the mailing of the notice or the employee will be deemed to have rejected the position. Acceptance of recall shall be in writing and hand delivered to the person issuing the recall notice. Rejection of recall shall terminate recall rights.

5. Recalled employees do not earn benefits or seniority while laid off but shall be restored to all unused accumulated sick leave upon recall and seniority shall begin to accrue again to be added to the employee's prior seniority.

ARTICLE XIII: HEALTH AND SAFETY

A. HEALTH

A physical examination shall be required of all employees as a condition of initial employment. Forms for the examination shall be provided by the Board. The School District shall reimburse the employee for the cost, not to exceed sixty dollars ($60) for such physical examination, upon receipt of the completed physical examination form and evidence of the amount charged the employee. The cost of the physical must first be submitted to the insurance carrier. Any amount not paid by the insurance carrier will be paid by the District up to the $60 limit.

Hepatitis B vaccination will be made available for those employees who make a request at the beginning of the year when offered.

B. SAFETY

If the District requires an employee to attend a CPR or First Aid Training session before or after the employee's normal work day, the District will reimburse that employee at the rate paid to teachers.

ADDENDUM A

Marion Independent School District
Custodial Salary Schedule
2007-2008

Starting Wage	$11.15	
Extra Premium Pay Provisions		
Head Custodian HS & MS and Elementary	$0.50	
Second Shift		$0.10
Third Shift		$0.25

The district will provide, at no cost to the employee, up to three shirts each year. Shirts will be available by August 1 for the start of the new school year.

Employees hired after July 1, 2005 will receive 0.25 per hour increase for 4 years which will be over and above the increase for employees hired prior to that time.

Employees Runyan, Noe, Stanard, Denes, Armstrong and King will receive 0.25 per hour increase over and above the increase for the off schedule employees for the year.

ADDENDUM B

TRANSFER REQUEST

MARION INDEPENDENT SCHOOL DISTRICT

Name _____ Date _____

Present Assignment _____ _____
School Position

Vacancy Applied for: _____ _____
School Position

Explanation of request for transfer:

Received: _____ _____
Business Manager Date

Submit two (2) copies to the Business Manager who will return receipted copy.

This form is available from your building principal and shall meet deadlines in accordance with Article XI, Transfer Procedures.

ADDENDUM C: GRIEVANCE FORM

Distribution of Form #_____

1. Association
2. Employee
3. Employer

_____
Step 1: Meeting Date

_____
Step 2: Date Filed

Grievant(s): _____

****

STEP 2

A. Date Violation Occurred: _____

B. Section(s) of Contract Violated: _____
_____

C. Statement of Grievance: _____
_____
_____

D. Relief Sought: _____
_____
_____

_____ _____
Signature Date

E. Disposition by Immediate Supervisors: _____
_____
_____

_____ _____
Signature of Immediate Supervisor Date

STEP 3

A. _____ _____
Signature of Grievant Date Filed

B. Disposition by Superintendent or Designee: _____
_____
_____
_____

_____ _____
Signature of Superintendent or Designee Date

****

STEP 4

A. _____
Signature of Association Representative

B. _____
Date Submitted to Arbitration

ADDENDUM D:
DUES DEDUCTION AUTHORIZATION FORM

_____

Last Name Middle Initial First Name

I hereby request and authorize the Board to deduct pursuant to the Agreement a sufficient amount to provide for payment of the prevailing rate of dues for the Marion Independent Custodial Association, East Central UniServ Unit, Iowa State Education and National Education Association. The said amount is to be remitted for me and on my behalf to an official designated by the Marion Independent Custodial Association.

Such authorization shall continue in effect from year to year unless revoked. Cancellation may occur at any time; however, a thirty (30) day written notice to the Business Manager's Office and the Association is required.

Please divide my union dues over my remaining paychecks through June 20th.

Amount _____

_____

Date Signature

_____

Building Social Security Number

ADDENDUM E

DURATION

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2008.

B. SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective chief negotiators, and their signatures placed thereon.

Dated this _____ day of _____, 2005.

MARION INDEPENDENT CUSTODIAL ASSOCIATION	MARION INDEPENDENT BOARD OF EDUCATION
BY: _____	BY: _____
Dale Hatch Custodial Representative	Tom Thurman President
BY: _____	BY: _____
Coy Marquardt	Nick Hobbs Board Bargaining Rep