Red Oak CSD	Red Oak Support Staff Assn	7/1/2005	6/30/2008

RED OAK CSD/ SUPPORT STAFF 05-08

AGREEMENT

BETWEEN THE

RED OAK COMMUNITY SCHOOL DISTRICT

AND

THE RED OAK SUPPORT STAFF ASSOCIATION

2005-2006
2006-2007
2007-2008

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ARTICLE I
RECOGNITION AND DEFINITIONS

A. Unit.

The board hereby recognizes the Red Oak Support staff Association, an affiliate of the Iowa State Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in PERB certification instrument case No. 4453, issued by PERB on the 1st day of November, 1991. The bargaining unit described in the order is as follows:

INCLUDED: All custodians, secretaries, and para-professionals.

EXCLUDED: All professional employees, secretary to the board secretary, secretary to the superintendent, custodial supervisor, and all others excluded by Section 4 of the Public Employment Relations Act.

B. Definitions.

1. The term "board" as used in this agreement, shall mean the Board of Directors of the Red Oak Community School District or its duly authorized representatives.

2. The term "association" as used in this agreement, shall mean the Red Oak Support Staff Association or its duly authorized representatives.

3. The term "employer" as used in this agreement, shall mean all employees represented by this association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).

4. The term "employee" as used in this agreement, shall mean all employees represented by this association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).

ARTICLE II
ASSOCIATION RIGHTS

The Association and its members shall have the right to:

1. Use school facilities for Association meetings contingent upon their availability. Request for use of facilities will be made through the building principal.

2. Distribute Association material through the school messenger service and building mailboxes.

3. Post notices of activities and matters of Association concern on Association bulletin boards located in either faculty lounges or such other places as designated by the building principal.

4. Duly authorize representatives and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times provided that this shall in no way interfere with or interrupt normal school operations and provided all outside agents check in at the building principal's office.

5. Be furnished on request regularly and routinely prepared information concerning the financial condition of the school including the annual financial report and adopted budget, but nothing herein shall require the employer to research and assemble information.

6. The Superintendent's office shall cause the agenda for regular board meetings to be delivered to the school mailbox of the President of the Association a minimum of two (2) days prior to the meeting when possible. If policy items are on the agenda, the President may get further amplification from the Superintendent.

ARTICLE III
GRIEVANCE PROCEDURES

A. Definitions.

1. A "grievant" shall mean an employee or group of employees or the association filing a grievance.

2. A "grievance" shall mean a claim by a grievant that there has been a violation of a provision of this agreement.

B. Representation. The grievant may be represented at all pre-arbitration steps of the grievance procedure by himself/herself, or, at the employee's option, by a representative selected or approved by the association. When an employee is not represented by the association, the association shall have the right to be present at Step 2 and beyond.
Steps.

1. Step 1 – Informal. The grievant shall first discuss the alleged grievance with the grievant's immediate supervisor in a scheduled meeting.

2. Step 2 – formal – Supervisor. If a grievance still exists after Step 1, the grievant shall file a signed, written grievance with the grievant's immediate supervisor on the form attached as Appendix A. The written grievance must be filed within twenty (20) calendar days of the date of the alleged violation of this agreement. Within ten (10) calendar days of receipt of the written grievance, the supervisor or the supervisor's designee shall indicate the disposition of the grievance in writing and furnish a copy to the grievant and to the association.

3. Step 3 – Superintendent. If a grievance still exists after Step 2, the grievant shall file a copy of the written grievance and the immediate supervisor's disposition with the superintendent of schools within ten (10) calendar days of receipt of the Step 2 disposition. Within ten (10) calendar days of receipt of the written grievance, the superintendent or the superintendent's designee shall meet with the grievant. The superintendent or the designee shall meet with the grievant. The superintendent or the designee shall indicate the disposition of the grievance in writing and shall furnish a copy to the grievant and to the association within ten (10) calendar days of the Step 3 meeting.

4. Step 4 – Arbitration. If a grievance still exists after Step 3, the association shall file a written request for arbitration with the Public Employment Relations Board and with the board secretary. The written request must be filed within fourteen (14) calendar days of receipt of the Step 3 disposition.

PERB shall provide a list of seven (7) names. Each party may request a list from PERB one time. The parties shall determine by lot which party has the right to remove the first name from the list. The parties shall alternately strike one name until only one name remains. The person whose name remains shall be the arbitrator. Names shall be struck within ten (10) calendar days of receipt of the list.

The arbitrator selected will confer with the representatives of the association and the employer, hold a hearing promptly, and issue a written decision. The arbitrator's decision shall be issued not later than thirty (30) calendar days from the close of the hearing, or if briefs are to be filed, from the date that final briefs are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator will be without power or authority to make any decision that is in violation of the terms of this agreement. The arbitrator's decision shall be final and binding on both parties. The costs for the arbitrator and the costs of any meeting room shall be shared equally by the employer and the association. All other costs will be borne by the party incurring them.

D. Non-interference. Any investigation, handling or processing or any grievance or potential grievance shall be conducted outside of normal work time so as to result in no interference with or interruption of the instructional program or of work activities of the support staff.

E. Timelines. The failure of the grievant to follow the timelines of the grievance procedure shall be a bar to processing the grievance. The failure of the appropriate supervisor or administrator to render a decision within the specified timelines shall permit the grievant to proceed to the next step. The timelines may be extended by mutual written agreement.

F. Grievance Files. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE IV
DUES DEDUCTION

A. Authorization. Any employee who is a member of the association, or who has applied for membership, may sign and deliver to the employer a form authorizing payroll deduction of regular association dues. The form of the deduction shall be as set forth in Appendix B. Authorization forms must be submitted no later than twenty (20) calendar days prior to the district payroll date in which the deduction is to commence.

B. Regular Deduction. Pursuant to a deduction authorization, the employer shall deduct one-tenth ($1/10^{th}$) of total regular dues from the regular salary check of the employee each month for ten (10) months, beginning in October and ending in July.

C. Prorated Deduction. Employees who begin deductions after October shall have the total dues prorated on the basis of the remaining months of employment through July.

D. Duration. Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the employer.

E. Termination. The employer shall notify the association if an employee terminates dues deduction during the year.

F. Hold Harmless. The association agrees to indemnify and hold harmless the employer, the board, its agents and employees from any and all claims, costs, suits, or any other form of liability that might arise out of the employer agreeing to make deductions.

ARTICLE V
HOURS OF WORK

A. Work Day. The specific work hours for each employee may vary according to the needs of the employer. Employee work hours, starting and stopping times, and the assignment of employees during those hours shall be established by the employer.

B. Duty-Free Meal Period. Employees who are assigned to work at least six (6) hours per day shall have an unpaid thirty (30) minute duty-free meal period to be arranged with the immediate supervisor, except for aides who are assigned to classrooms. Aides so assigned shall have an unpaid duty-free meal period of at least twenty-five (25) minutes.

C. Break Periods. All employees who work six (6) hours or more per day shall be entitled to two (2) ten (10) minute break periods. Employees who work four (4) hours but less than six (6) hours per day shall be entitled to one (1) ten (10) minute break period. Employees working overtime shall be entitled to one (1) additional ten (10) minute break period for each two (2) hours of overtime worked. The break periods shall be scheduled by the supervisor.

D. Inclement Weather. Nothing in this agreement shall require the employer to keep district buildings open in the event of inclement weather or other adverse conditions.

When school is dismissed early or started late due to inclement weather or other adverse conditions, aides and secretaries shall not be required to report earlier than fifteen (15) minutes before the start of school or to remain later than fifteen (15) minutes after the students at the last building have been dismissed. Aides and secretaries shall suffer no loss of salary because school is started late or dismissed early.

When school is cancelled due to inclement weather or other adverse conditions, aides and secretaries shall not be required to report for work and no salary reduction will be made until the end of the contract year and then only if the cancelled day is not rescheduled as a make-up day.

E. Extra-Curricular Duties. Employees may volunteer to supervise or work at extra-curricular events outside of the regular work day. If the employee volunteers to work at least three (3) events, the employee shall be given a pass for the employee and guest to regularly scheduled activities.

ARTICLE VI
WAGES

A. Basic Compensation

The rates of pay for the various positions are reflected in the Salary Schedules attached to this agreement.

B. Overtime Work

The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) hours in one regular work week and for work on holidays.

2. A regular work week shall run from Sunday at 12:01 a.m. to the following Sunday at 12:01 a.m.

3. For the purposes of computing overtime, actual time worked, holidays, and paid leave time shall be counted as work time.

4. Compensatory time off may be granted instead of overtime pay if mutually agreeable to the employer and the employee. Compensatory time shall be granted at time and one-half.

5. No overtime shall be worked without the prior approval of the immediate supervisor.

C. Method of Payment

1. Pay Periods

   Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. Employees shall receive their checks at their regular building and on regular work days unless otherwise designated by the employee.

2. Exceptions

   When a pay date falls on or during a work holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

D. In-service Training

The district shall make available to all employees in-service training designed specifically for support staff members only. In-service sessions shall be offered only on days of scheduled professional staff in-services and/or on days when school is dismissed two (2) hours early. Employees who are requested to attend district in-service training shall be paid at their regular hourly rate. Training shall not exceed sixteen (16) hours per regular school year.

ARTICLE VII
INSURANCE

A. Types

1. Hospital and Major Medical. The district shall provide the option for employees to select from among three Blue Cross/Blue Shield Alliance-Select Plans, as long as these options are made available by the carrier. The district will pay an amount equal to the monthly single Protector 500 w/Alliance-Select premium for eligible employees who work at least twenty (20) hours per week who elect to participate in the district's group plan.

   No insurance contributions will be required for an employee who declines in writing to be covered by the insurance, and in such case, the board shall have no liability for not providing health insurance coverage for such employee. The board shall determine the insurance company provided comparable insurance coverage is maintained. However, the board will not be held responsible for insurance carrier policy changes.

   Any balance due for single or family health insurance premiums shall be deducted from the employee's salary, which may be deducted before the withholding of payroll taxes. The employee shall elect such options by August 1 in accordance with the district's salary reduction plan and federal and state tax laws.

2. Dental. Each employee shall be covered by a dental insurance plan. The district will pay the monthly single premium for eligible employees who work at least twenty (20) hours per week who elect to participate in the district's group plan.

   No insurance contributions will be required for an employee who declines in writing to be covered by the insurance, and in such case, the board shall have no liability for not providing dental insurance coverage for such employee. The board shall determine the insurance company provided comparable insurance coverage is maintained. However, the board will not be held responsible for insurance carrier policy changes.

   Any balance due for family dental insurance premiums shall be deducted from the employee's salary, which may be deducted before the withholding of payroll taxes. The employee shall elect such options by August 1 in accordance with the district's salary reduction plan and federal and state tax laws.

3. Group Life Insurance. The employer shall pay the premiums for group term life insurance in the amount of $20,000, double for accidental death, for eligible employees who regularly work at least twenty (20) hours per week.

4. Long-Term Disability Insurance. The employer shall pay the premiums for group long-term disability insurance for eligible employees who work at least twenty (20) hours per week.

B. Coverage. Coverage shall commence and be in effect according to the insurance policies entered into by and between the employer and the respective insurance carriers.

C. Description. The employer shall provide each employee who regularly works at least twenty (20) hours per week a description of the health and major medical, term life and long-term disability coverage at time of hiring and at the time of changes to the policies.

D. Continuation. Employees on unpaid leave for more than ten (10) days shall have the option to continue the types of insurance specified in this Article by paying the premium themselves to the employer within thirty (30) days of the date the employer is billed.

ARTICLE VIII
SICK LEAVE

A. Accumulation. Employees shall be entitled to fifteen (15) days of paid leave of absence each contract year for personal illness or injury as of the first official day of said contract year whether or not they report for duty on that day. Sick leave days shall be taken in one-half or full-day increments. Unused sick leave days shall be accumulated from year to year to a maximum of ninety (90) days. Sick leave days will be prorated to match the number of hours the employee works and for employees hired after the start of a contract period (e.g., an employee who work six hours per day would receive fifteen (15) sick leave days at six hours per day and employees hired at mid-year would receive seven and one-half (7 ½) days.

B. Sick Leave Bank.

1. Creation. A voluntary sick leave/family leave bank will be created for the use of those employees who choose to donate to the bank. Enrollment will take place, for the purpose of determining membership, prior to September 15, or if an employee is hired by the district after the start of the school year, within twenty (20) days after beginning employment with the district. This enrollment will be the responsibility of the superintendent and the association jointly.

2. Eligibility.

   a. A member of the bank who is not eligible for long-term disability (under Article 5) may use the bank when his/her illness results in his/her using all sick leave and personal leave. In the case of serious long-term illness of a member's immediate family (parent, spouse, child, guardianship of child (minor), parent-in-law, and custodial children residing with employee/spouse), when a member uses all family leave and personal leave, he/she may use the bank.

      The member shall make application to the superintendent and the association for days from the bank. The superintendent and association shall review the application and shall determine whether to grant the request.

   b. The following criteria will be used in evaluating family leave applications: 1. Is the family illness serious enough to require the absence of the employee? 2. Have all other family leave and personal days been used? 3. Will this illness require the absence of the employee for more than ten (10) working days?

3. Contributions. Each year, if necessary, each member of the bank will contribute no more than one (1) day of accumulated sick leave to a bank of days which shall be made available to members of the bank. If the bank is reduced to ten (10) days of unused leave, members will be eligible to contribute one (1) additional day. Once sick leave days have been contributed, the employee forfeits those days.

4. Limitations. The bank of days, which will become available for use by the employee making application, is intended for personal and serious long-term family illness only.

5. Utilization. The number of days available for any one member, in any one year, will be limited to the number of days in the bank. Each year an accounting of the bank will be given to the association.

C. Unpaid Leave. An employee who is unable to work because of personal illness or injury who has exhausted all sick leave available shall be granted an unpaid leave of absence without benefits for the duration of such illness or disability up to one (1) calendar year from the initial date of absence.

D. Notification of Accumulation. Employees shall be given a written accounting of their accumulated sick leave days at the conclusion of the contract year.

ARTICLE IX
LEAVES OF ABSENCE

A. Temporary Leaves of Absence. Employees shall be entitled to the following temporary, paid leaves of absence:

1. Personal Leave. Employees are allowed up to two (2) days paid leave per year to conduct business that cannot be conducted outside of the normal work day. Except in the case of an emergency, application for personal leave shall be made in writing at least three (3) work days prior to the requested leave date. Personal leave must be taken in one-half or full-day increments. Employees shall receive personal leave days prorated to match the number of hours they work. Employees who are hired after the start of a contract year shall have personal days prorated, rounded to the nearest whole day.

   Employees will be compensated for any unused personal days at the end of the year at the rate of fifty dollars ($50.00) per eight (8) hour day or the actual salary of that employee for a day of employment, whichever is less. Compensation will be based on remaining full days. Employees shall receive payment for personal leave full days prorated to match the number of hours they work.

   Accumulated Personal Leave. One (1) unused personal leave day may be accumulated from year to year with a maximum of three (3) days. The employee will not be compensated for the accumulated personal leave day.

2. Jury Duty. An employee required to serve as a juror shall, upon presenting such evidence to the employer, be paid his/her regular wages if assigned to work those days, provided the employee reports to duty during such time as not required to be on jury duty. Pay received for jury service, except mileage, shall be remitted to the employer.

3. Educational Purposes. Attendance at educational meetings is permitted at full pay if such absence is approved by the employee's supervisor. If an employee wishes to be absent from duty for a brief period to attend a professional meeting, a written request for approval of such absence on a form as provided by the employer shall be filed by the employee at least five (5) work days prior to the first day of anticipated absence.

4. Emergency Leaves. Employees shall be granted leave of absence at full pay not to exceed a total of eight (8) days per year for the following:
   a. Serious illness in the immediate family (spouse, children, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother sister, brother-in-law, sister-in-law, grandparent or grandchild, step-child, step-parent, aunt, uncle, niece, nephew).
   b. The funeral of other relatives and close friends not covered under "Bereavement Leave."

5. Bereavement Leave. In the event of a death in the immediate family of an employee (spouse, child, parent, grandparent, grandchild, parent-in-law, sibling, sibling-in-law, custodial child residing with employee/spouse, children-in-law, and guardianship of child (minor), the employee shall be granted a paid leave up to five (5) days per incident for attendance at the funeral and for other purposes directly arising out of said death. Employees shall receive bereavement leave prorated to match the number of hours they work. Notification of absence for funerals shall be given to the immediate supervisor at the earliest possible time in order to be paid for such absence.

6. Association Leave. Up to five (5) days shall be available for representatives of the association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. Such leave shall be granted with pay. The association shall reimburse the costs of the substitute, if one is hired. Notice shall be given to the employee's immediate supervisor at least three (3) work days in advance.

C. Other Leaves of Absence. Employees may be granted unpaid leaves of absence upon written request and upon approval of the superintendent or the superintendent's designee. The employee shall make application for such authorization at least five (5) work days in advance except in cases of emergency, in which case authorization must be requested as soon as possible and in no event more than five (5) work days after the absence.

D. Benefits. While on unpaid leaves, the employee's interest in the retirement funds, accumulated sick leave, seniority and salary shall be frozen.

ARTICLE X
HOLIDAYS

Employees will be paid for the following holidays that occur during the time they are scheduled to work:

New Year's Day
Good Friday
Spring Break (2 days)
Memorial Day
Independence Day (12 month employees only)
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
(If spring recess falls on Good Friday, President's Day becomes a holiday.)

Employees will be paid for the number of hours they would otherwise be regularly scheduled to work on the holiday. Employees on unpaid leave are not eligible for holiday pay. Should the holiday fall on a weekend, the employer shall announce the holiday date to coincide with the teachers' holiday.

ARTICLE XI
VACATIONS

Employees contracted to work at least thirty (30) hours per week and at least twelve (12) months per year shall be entitled to twelve (12) days of paid vacation each year. Employees shall be entitled to an additional two (2) paid vacation days for each year beyond ten (10) consecutive years of employment in the District with the total number of paid vacation days not to exceed twenty (20) days per year. Vacation time for employees contracted for less than thirty (30) hours per week for at least twelve (12) months per year shall be prorated. Earned vacation periods shall be determined as of July 1 of each year and shall be used during the ensuing year as set by the immediate supervisor. Vacation time shall not accrue and may not be carried over from one year to the next.

Employees will be compensated for earned vacation days as follows:

A. They may utilize their vacation days <u>or</u>

B. The District will pay the employee for up to one half of their earned vacation.

1. In regard to unused vacation days, the employee must notify the District by June 30th of how many days they will utilize as vacation days and how many days they will request to be paid.

2. The employee must use their previous year's vacation days by August 30th.

3. The District will pay for unused vacation days (as per above restrictions) on the September payroll.

4. Pay for unused vacation days will be computed as follows:

   *regular hours per day (not to exceed 8) x regular daytime hourly rate.

ARTICLE XII
EVALUATION PROCEDURES

A. <u>Notification.</u> Within thirty (30) days after the beginning of the school year, the employer shall acquaint the employees with the formal evaluation procedures and instruments to be used prior to implementation of the procedures. The evaluation instrument currently being used by the employer shall be changed only after input from the association.

B. <u>Number.</u> A new employee shall be formally evaluated at least two (2) times during the first year of employment. There shall be at least a fifteen (15) work day period between each evaluation unless otherwise requested by the employee. The performance of continuing employees shall be formally evaluated a minimum of once each contract year.

C. Written Formal Evaluation.

1. Conference and Copy. Results of the formal evaluation shall be in writing. A copy of the formal evaluation shall be presented to the employee, and a conference regarding the written evaluation shall be held with the employee. Both parties shall sign and date the written evaluation report which indicates that the contents have been discussed and the meeting has taken place. No employee shall be required to sign a blank or incomplete evaluation form.

2. Responses. If an employee's evaluation results in the employee being disciplined or discharged or suffering a loss of pay, such evaluation is subject to the procedures of Article II.

D. Evaluation File. Each employee shall have the right to review evaluations contained in his/her evaluation file and to obtain materials that are placed in the employee's personnel file and such employee responses shall become a part of said file. Any complaints directed toward an employee which are placed in his/her file shall be called to the employee's attention in writing.

E. Appeal. If an employee's evaluation results in the employee being disciplined or discharged or suffering a loss of pay, such evaluation is subject to the procedures of Article II.

ARTICLE XIII
TRANSFERS

A. Definition. The assignment of an employee to a different building or a different job classification shall be considered as a transfer. Job classifications are those defined in Article XIII.

B. Posting. During the school term, the employer shall post notices of openings creating an opportunity to transfer in all buildings for at least five (5) calendar days.

C. Summer Notice. Employees who wish to be informed of specific position vacancies that occur during the summer shall leave their names on file in the superintendent's office before the last day of school. Employees who leave their names on file at the superintendent's office shall be notified in writing of any vacancies that occur in that specific position during the summer months.

D. Voluntary Transfers. If an employee voluntarily transfers from a job classification to another job classification, the employee could receive his/her former hourly rate of pay or the new classification rate whichever is greater. Consultation between the Superintendent and Association President would be used if and when needed.

E. Involuntary Transfers. If an employee is involuntarily transferred from one job classification to another job classification, the employee shall receive his/her former hourly rate of pay or the newly-hired rate of pay for the new classification, whichever is greater.

ARTICLE XIV
STAFF REDUCTION PROCEDURES

A. Procedures. When the employer determines a bargaining unit position is to be eliminated, the following procedures shall be followed:

1. The employer shall attempt to accomplish reduction through natural attrition within the job classification where reduction is to be made.

2. If the employer determines that adequate reduction cannot be accomplished through natural attrition, the employee(s) from the affected job classification with the least seniority shall be reduced, provided that the employees remaining in the classification are qualified to perform all remaining duties.

B. Job Classifications. Reductions shall be made within the following classifications:

1. Para-professionals
2. Custodians
3. Elementary Building Secretaries
4. Middle School or Senior High Building Secretaries
5. Principals' Secretaries and Guidance/Athletic Director Secretary

C. Seniority.

1. Definition. Seniority means an employee's length of continuous service in the bargaining unit since the last date of hire. Full seniority shall be granted if the employee worked at least twenty (20) hours per week and one-half seniority will be granted if the employee worked less than twenty (20) hours per week. If two or more employees have the same length of continuous service, seniority shall be determined by casting lots.

2. Seniority List. The employer shall prepare and post in each building a seniority list by December 1 of each year.

3. Loss of Seniority. Seniority shall be lost by an employee upon termination, resignation, retirement, or transfer to a nonbargaining unit position.

D. Recall. Any employee reduced pursuant to the Article shall have recall rights for a period of one year from the date of reduction to an available position within the job classification the employee was in at the time of reduction, provided the employee is qualified to perform all of the duties of the position. Recall shall be in the reverse order of reduction. The employee shall keep the employer informed of the employee's address and telephone number. An employee who is recalled must report to the business office to indicate his/her interest in the assignment within ten (10) calendar days from the date the recall notice is mailed. Failure to report within such time shall result in loss of recall rights.

E. Benefits. All benefits to which an employee was entitled at the time of reduction, including unused accumulated sick leave and seniority, will be restored to the employee upon return to active employment.

ARTICLE XV
HEALTH PROVISIONS

A. Physical Fitness – New Employees

The employer shall pay up to fifty dollars ($50.00) toward the cost not covered by insurance of physical examinations required of employees newly hired to the school district. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's physical fitness.

B. Physical Fitness – Continuing Employees

The employer shall pay up to fifty dollars ($50.00) toward the cost not covered by insurance of a physical examination every three (3) years for continuing employees. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's physical fitness.

The employer shall have the right to require an examination for an employee whose health status is in question. Any costs incurred as a result of additional employer-requested health examinations shall be paid for by the employer if not covered by insurance.

ARTICLE XVI
SAFETY

A. Protective Devices. Protective devices required by law shall be provided by the employer without charge to the employees.

B. Unsafe Conditions. Employees shall report to the building principal in writing any conditions which seem unsafe or hazardous.

C. Assault. Employees shall immediately report in writing cases of assault suffered by them in connection with their employment to the building principal.

D. Bomb Threats. Employees shall not be asked to search for a bomb.

ARTICLE XVII
COMPLIANCE CLAUSES AND DURATION

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

B. Printing Agreement. A copy of this Agreement shall be presented to each employee and an additional 20 copies shall be given to the association. If the association wishes additional copies, it shall be charged the costs of printing for such additional copies.

C. Duration. This agreement shall be effective July 1, 2005, and shall continue in effect through June 30, 2008.

Dated this 14th day of March 2005

RED OAK SUPPORT STAFF ASSOCIATION

By Karla Wood
Karla Wood, R.O.S.S.A. President

By Karla Wood
Karla Wood, Chief Negotiator

RED OAK COMMUNITY SCHOOL DISTRICT

By Charla Schmid
Charla Schmid, Board President

By Kevin C. Brummer
Kevin C. Brummer, Chief Negotiator

RED OAK COMMUNITY SCHOOL DISTRICT

SCHEDULE A

CONDITIONS FOR DIFFERENTIALS

2005-2006, 2006-2007, 2007-2008

Current District Employees
In order to qualify for differential increases, the employee must fill out a course/workshop approval form. This form must be approved and signed by the superintendent prior to courses or workshops being taken. Within forty-five (45) days after the first contract day, the following types of documentation must be submitted for pay differentials:

- College Degree—official transcript or a copy of an official transcript
- College Course—official transcript or a copy of an official transcript
- Workshops—certificate or signed statement of workshop completion

The course or workshop needs to be directly related to the employee's job with the goal of improving job performance. Any costs for courses or workshops will be paid by the employee. Salary increases for a given year that result from differentials will have a cap of $0.75.

Employees New to the District
Upon initial employment by the district, an employee will be given credit for any differentials relevant to the position for which the employee is being hired. Within forty-five (45) days after the first contract day, the following types of documentation must be submitted for pay differentials:

- College Degree—official transcript or a copy of an official transcript
- College Course—official transcript or a copy of an official transcript
- Workshops—certificate or signed statement of workshop completion

RED OAK COMMUNITY SCHOOL DISTRICT

SCHEDULE A

CUSTODIANS

2005-2006

A. Salary Schedule. The following salary schedule is in effect for the 2005-2006 contract year:

CUSTODIANS		
STEP	INDEX	SALARY
1	1.00	$7.46
2	1.03	$7.68
3	1.06	$7.91
4	1.09	$8.13
5	1.12	$8.36
6	1.15	$8.58
7	1.18	$8.80
8	1.21	$9.03
9	1.24	$9.25
10	1.27	$9.47
11	1.30	$9.70
12	1.33	$9.92
13	1.36	$10.15
14	1.39	$10.37
15	1.42	$10.59
16	1.45	$10.82
17	1.48	$11.04
18	1.51	$11.26
19	1.54	$11.49
20	1.57	$11.71
21	1.60	$11.94
22	1.63	$12.16
Longevity	1% of hiring base for each year	

SCHEDULE A

CUSTODIANS

2006-2007

A. Salary Schedule. The following salary schedule is in effect for the 2006-2007 contract year:

CUSTODIANS		
STEP	INDEX	SALARY
1	1.00	$7.71
2	1.03	$7.94
3	1.06	$8.17
4	1.09	$8.40
5	1.12	$8.64
6	1.15	$8.87
7	1.18	$9.10
8	1.21	$9.33
9	1.24	$9.56
10	1.27	$9.79
11	1.30	$10.02
12	1.33	$10.25
13	1.36	$10.49
14	1.39	$10.72
15	1.42	$10.95
16	1.45	$11.18
17	1.48	$11.41
18	1.51	$11.64
19	1.54	$11.87
20	1.57	$12.10
21	1.60	$12.34
22	1.63	$12.57
Longevity	1% of hiring base for each year	

SCHEDULE A

CUSTODIANS

2007-2008

A. Salary Schedule. The following salary schedule is in effect for the 2007-2008 contract year:

CUSTODIANS		
STEP	INDEX	SALARY
1	1.00	$7.96
2	1.03	$8.20
3	1.06	$8.44
4	1.09	$8.68
5	1.12	$8.92
6	1.15	$9.15
7	1.18	$9.39
8	1.21	$9.63
9	1.24	$9.87
10	1.27	$10.11
11	1.30	$10.35
12	1.33	$10.59
13	1.36	$10.83
14	1.39	$11.06
15	1.42	$11.30
16	1.45	$11.54
17	1.48	$11.78
18	1.51	$12.02
19	1.54	$12.26
20	1.57	$12.50
21	1.60	$12.74
22	1.63	$12.97
Longevity	1% of hiring base for each year	

B. Differentials. The following salary differentials are in effect for the 2005-2006, 2006-2007, and 2007-2008 contract years:

Differential	**Additional Amount Per Hour**
Minimum AA (or equivalent) Degree (e.g., climate control, refrigeration, or other pertinent programs)	**$0.75**
Workshops* (20 clock hours total for workshops in any or all areas) Dealing with: • Floor care/maintenance/repair (terrazzo, tile, carpet, wood gym floor) • Cleaning (general cleaning, disinfecting, health, safety) • HVAC • Electronics—care and maintenance • Public Relations	**$0.10**
College Credit Courses Dealing with: • HVAC • Electronics—care and maintenance • Public Relations	**$0.15**
Level I Boiler Certification	**$0.20**
Evening Shift Custodian—evening shift is a shift that starts at or after 3:00 p.m. daily (this differential is not included in the annual cap amount for differentials)	**$0.10**
Bilingual proficiency in a language spoken by enrolled students other than English	**$0.15**

*Workshops are outside of the regular workday, unless personal leave or vacation leave is used to participate in a workshop.

RED OAK COMMUNITY SCHOOL DISTRICT

SCHEDULE A

PARA-PROFESSIONALS

2005-2006

A. Salary Schedule. The following salary schedule is in effect for the 2005-2006 contract year:

PARAPROFESSIONALS		
STEP	INDEX	SALARY
1	1.00	$6.71
2	1.03	$6.91
3	1.06	$7.11
4	1.09	$7.31
5	1.12	$7.52
6	1.15	$7.72
7	1.18	$7.92
8	1.21	$8.12
9	1.24	$8.32
10	1.27	$8.52
11	1.30	$8.72
12	1.33	$8.92
13	1.36	$9.13
14	1.39	$9.33
15	1.42	$9.53
16	1.45	$9.73
17	1.48	$9.93
18	1.51	$10.13
19	1.54	$10.33
20	1.57	$10.53
21	1.60	$10.74
22	1.63	$10.94
Longevity	1% of hiring base for each year	

RED OAK COMMUNITY SCHOOL DISTRICT

SCHEDULE A

PARA-PROFESSIONALS

2006-2007

A. Salary Schedule. The following salary schedule is in effect for the 2006-2007 contract year:

PARAPROFESSIONALS		
STEP	INDEX	SALARY
1	1.00	$6.96
2	1.03	$7.17
3	1.06	$7.38
4	1.09	$7.59
5	1.12	$7.80
6	1.15	$8.00
7	1.18	$8.21
8	1.21	$8.42
9	1.24	$8.63
10	1.27	$8.84
11	1.30	$9.05
12	1.33	$9.26
13	1.36	$9.47
14	1.39	$9.67
15	1.42	$9.88
16	1.45	$10.09
17	1.48	$10.30
18	1.51	$10.51
19	1.54	$10.72
20	1.57	$10.93
21	1.60	$11.14
22	1.63	$11.34
Longevity	1% of hiring base for each year	

RED OAK COMMUNITY SCHOOL DISTRICT

SCHEDULE A

PARA-PROFESSIONALS

2007-2008

A. Salary Schedule. The following salary schedule is in effect for the 2007-2008 contract year:

PARAPROFESSIONALS		
STEP	INDEX	SALARY
1	1.00	$7.21
2	1.03	$7.43
3	1.06	$7.64
4	1.09	$7.86
5	1.12	$8.08
6	1.15	$8.29
7	1.18	$8.51
8	1.21	$8.72
9	1.24	$8.94
10	1.27	$9.16
11	1.30	$9.37
12	1.33	$9.59
13	1.36	$9.81
14	1.39	$10.02
15	1.42	$10.24
16	1.45	$10.45
17	1.48	$10.67
18	1.51	$10.89
19	1.54	$11.10
20	1.57	$11.32
21	1.60	$11.54
22	1.63	$11.75
Longevity	1% of hiring base for each year	

B. Differentials. The following salary differentials are in effect for the 2005-2006, 2006-2007, and 2007-2008 contract years:

Differential	**Additional Amount Per Hour**
Current Teaching Degree (License currently in effect)	**$1.00**
Minimum AA (or equivalent) Degree (e.g., early childhood development, psychology, or other pertinent programs)	**$0.75**
Roles & Responsibilities (30-clock hours course)	**$0.20**
Behavior Improvement (30-clock hours course)	**$0.20**
Communication—Ethics & Confidentiality (30-clock hours course)	**$0.20**
Paraprofessional Certification Earned Outside of AEA #14	**$0.60**
Workshops* (20 clock hours total for workshops in any or all areas) Dealing with: • Child Abuse Identification & Reporting • Working with Students • Public Relations • Technology • Media Equipment • First Aid	**$0.10**
College Credit Courses Dealing with: • Child Abuse Identification & Reporting • Working with Students • Public Relations • Technology • Media Equipment • First Aid	**$0.15**
Bilingual proficiency in a language spoken by enrolled students other than English	**$0.15**

*Workshops are outside of the regular workday, unless personal leave or vacation leave is used to participate in a workshop.

RED OAK COMMUNITY SCHOOL DISTRICT

SCHEDULE A

SECRETARIES

2005-2006

A. Salary Schedules. The following salary schedules are in effect for the 2005-2006 contract year:

SECRETARIES--Building				**SECRETARIES--Principals, AD**		
STEP	INDEX	SALARY		STEP	INDEX	SALARY
1	1.00	$7.31		1	1.00	$7.81
2	1.03	$7.53		2	1.03	$8.04
3	1.06	$7.75		3	1.06	$8.28
4	1.09	$7.97		4	1.09	$8.51
5	1.12	$8.19		5	1.12	$8.75
6	1.15	$8.41		6	1.15	$8.98
7	1.18	$8.63		7	1.18	$9.22
8	1.21	$8.85		8	1.21	$9.45
9	1.24	$9.06		9	1.24	$9.68
10	1.27	$9.28		10	1.27	$9.92
11	1.30	$9.50		11	1.30	$10.15
12	1.33	$9.72		12	1.33	$10.39
13	1.36	$9.94		13	1.36	$10.62
14	1.39	$10.16		14	1.39	$10.86
15	1.42	$10.38		15	1.42	$11.09
16	1.45	$10.60		16	1.45	$11.32
17	1.48	$10.82		17	1.48	$11.56
18	1.51	$11.04		18	1.51	$11.79
19	1.54	$11.26		19	1.54	$12.03
20	1.57	$11.48		20	1.57	$12.26
Longevity	1% of hiring base for each year			Longevity	1% of hiring base for each year	

RED OAK COMMUNITY SCHOOL DISTRICT

SCHEDULE A

SECRETARIES

2006-2007

A. Salary Schedules. The following salary schedules are in effect for the 2006-2007 contract year:

SECRETARIES--Building				**SECRETARIES--Principals, AD**		
STEP	INDEX	SALARY		STEP	INDEX	SALARY
1	1.00	$7.56		1	1.00	$8.06
2	1.03	$7.79		2	1.03	$8.30
3	1.06	$8.01		3	1.06	$8.54
4	1.09	$8.24		4	1.09	$8.79
5	1.12	$8.47		5	1.12	$9.03
6	1.15	$8.69		6	1.15	$9.27
7	1.18	$8.92		7	1.18	$9.51
8	1.21	$9.15		8	1.21	$9.75
9	1.24	$9.37		9	1.24	$9.99
10	1.27	$9.60		10	1.27	$10.24
11	1.30	$9.83		11	1.30	$10.48
12	1.33	$10.05		12	1.33	$10.72
13	1.36	$10.28		13	1.36	$10.96
14	1.39	$10.51		14	1.39	$11.20
15	1.42	$10.74		15	1.42	$11.45
16	1.45	$10.96		16	1.45	$11.69
17	1.48	$11.19		17	1.48	$11.93
18	1.51	$11.42		18	1.51	$12.17
19	1.54	$11.64		19	1.54	$12.41
20 Longevity	1.57 1% of hiring base for each year	$11.87		20 Longevity	1.57 1% of hiring base for each year	$12.65

RED OAK COMMUNITY SCHOOL DISTRICT

SCHEDULE A

SECRETARIES

2007-2008

A. Salary Schedules. The following salary schedules are in effect for the 2007-2008 contract year:

SECRETARIES--Building				**SECRETARIES--Principals, AD**		
STEP	INDEX	SALARY		STEP	INDEX	SALARY
1	1.00	$7.81		1	1.00	$8.31
2	1.03	$8.04		2	1.03	$8.56
3	1.06	$8.28		3	1.06	$8.81
4	1.09	$8.51		4	1.09	$9.06
5	1.12	$8.75		5	1.12	$9.31
6	1.15	$8.98		6	1.15	$9.56
7	1.18	$9.22		7	1.18	$9.81
8	1.21	$9.45		8	1.21	$10.06
9	1.24	$9.68		9	1.24	$10.30
10	1.27	$9.92		10	1.27	$10.55
11	1.30	$10.15		11	1.30	$10.80
12	1.33	$10.39		12	1.33	$11.05
13	1.36	$10.62		13	1.36	$11.30
14	1.39	$10.86		14	1.39	$11.55
15	1.42	$11.09		15	1.42	$11.80
16	1.45	$11.32		16	1.45	$12.05
17	1.48	$11.56		17	1.48	$12.30
18	1.51	$11.79		18	1.51	$12.55
19	1.54	$12.03		19	1.54	$12.80
20 Longevity	1.57 1% of hiring base for each year	$12.26		20 Longevity	1.57 1% of hiring base for each year	$13.05

B. Differentials. The following salary differentials are in effect for the 2005-2006, 2006-2007, and 2007-2008 contract years:

Differential	**Additional Amount Per Hour**
Minimum AA (or equivalent) Degree (e.g., secretarial, accounting, or other pertinent programs)	**$0.75**
Workshops* (20 clock hours total for workshops in any or all areas) Dealing with: • Microsoft Office (e.g., Word, Excel, PowerPoint) • Office Machines/Equipment • Working with Students • Child Abuse Identification & Reporting • Public Relations • Communication Skills • First Aid	**$0.10**
College Credit Courses Dealing with: • Microsoft Office (e.g., Word, Excel, PowerPoint) • Office Machines/Equipment • Working with Students • Child Abuse Identification & Reporting • Public Relations • Communication Skills • First Aid	**$0.15**
Bilingual proficiency in a language spoken by enrolled students other than English	**$0.15**

*Workshops are outside of the regular workday, unless personal leave or vacation leave is used to participate in a workshop.

APPENDIX A

RED OAK COMMUNITY SCHOOL DISTRICT
GRIEVANCE REPORT

_____Building

_____
Name of Aggrieved Person

STEP 2

A. Date Alleged Violation Occurred_____

B. Section(s) of Agreement Violated:_____

C. Statement of Grievance_____
_____
_____
_____

D. Relief Sought_____
_____
_____

E. Date of Step 1 Conference_____

_____ _____
Signature of Grievant Date Received by Immediate Supervisor

F. Disposition by Immediate Supervisor_____
_____
_____
_____

_____ _____
Signature of Supervisor or Designee Date

STEP 3

A. _____ _____

Signature of Grievant Date Received by Superintendent

B. Date of Step Three Conference with Superintendent_____

C. Disposition by Superintendent_____

_____

_____

_____

_____ _____

Signature of Superintendent or Designee Date

STEP 4

A. _____ _____

Signature of Grievant Signature of Association President

APPENDIX B

AUTHORIZATION FOR PAYROLL
DEDUCTION FOR ASSOCIATION DUES

NAME:_____

I hereby request and authorize the Red Oak Community School District, as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Red Oak Support Staff Association.

It is understood that this authorization shall continue unless revoked in writing by a thirty (30) day notice to the Board Secretary.

Date_____ Signature_____
Social Security No._____