WEST DES MOINES CSD | EDUC. SUPPORT PERSONNEL 07-09

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PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT

BETWEEN

WEST DES MOINES COMMUNITY SCHOOL DISTRICT

AND

WEST DES MOINES EDUCATIONAL SUPPORT PERSONNEL

2007-2009

624

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ARTICLE I
BARGAINING UNIT

A. INCLUDED: All non-certified school employees, and, non-certified substitutes performing any service in more than four (4) consecutive months.

EXCLUDED: Head bus driver; community education employees; secretaries to superintendent, human resources, administrative services, and informational services; supervisors; food service managers; Valley foreman and assistant; maintenance and operations secretary; nutrition services financial secretary; nutrition services purchasing secretary; district payroll clerks and accounting clerks in the district accounting office; all employees excluded by Section 4 of the Act; and all respective substitutes for the excluded positions.

B. The term "employee," as used in this Agreement, shall not include substitutes, and they are not covered by its provisions, except under Articles I, III, IV, VI, XII D, E and K, XIV, XXI and Appendix B.

ARTICLE II
DUES DEDUCTION

A. Any regular full-time or part-time employee who is a member of the Association, or who has applied for membership, may sign and deliver to the district an assignment authorizing payroll deductions of association dues. The form of the assignment shall be as set forth in Appendix A appended to this Agreement.

B. In the event there is a change in continuing membership dues, written notification of the annual sum to be deducted will be given by the President of the Association or his/her designee to the Secretary of the Board on or before the 25th of September. New association members will be permitted to join the association and have dues deducted from their pay at any time during that fiscal year.

C. Pursuant to the receipt of a deduction authorization, the district will deduct from each member's paycheck an equal amount, the sum of which by the last paycheck in May, will be the yearly total of that member's dues.

D. Such authorization will continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board of Education and to the Association.

E. The district will transmit to the Association the total monthly deduction for dues within ten (10) working days following each regular pay period, and a listing of the employees for whom the deduction was made.

F. In the event that a member has no paycheck, the Association will be responsible for the collection of dues for the missed pay period.

G. The district will have no responsibility to collect dues that may be owed when an employee leaves the district prior to the full payment of his/her annual dues.

H. The Association agrees to indemnify and hold the district and its agents harmless against any and all claims, suits, orders, costs and judgments brought or issued against the district and its agents as a result of the application of the provisions of this Article.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose
The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee grievances and disputes over alleged violations of this Agreement. There will be an attempt to resolve informally, or at the earliest possible stage, all grievances. Informal settlements in any stage will bind the immediate parties to the settlement but will not serve as a precedent in any other grievance proceeding.

B. A "grievance" is a claim by an employee that there has been a misinterpretation, violation or misapplication of any provision of this Agreement.

C. All time limits herein will consist of school days, Monday through Friday. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. There shall be no obligation by the employer to consider any grievance not filed or appealed in a timely manner.

D. An aggrieved person may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the WDMESP. When the employee is not represented by the WDMESP, the WDMESP shall have the right to be present at all levels as a party of interest and will have the right to grieve any adjustment of the employee's complaint.

1. Every employee covered by this Agreement will have the right to present grievances in accordance with these procedures.

2. The failure of the employee (or, in the event of an appeal to arbitration, the WDMESP) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the employer's representative's failure to give a decision within the time limits will permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

E. Grievance Levels

1. Level One
An employee with an alleged grievance shall, within fifteen (15) working days from the date of the alleged violation, discuss it with his/her principal or immediate supervisor in an attempt to resolve the matter informally.

2. Level Two
If, as a result of the informal discussion in Level One, the employee feels a grievance still exists and the employee desires to proceed to Level Two, the employee shall in writing within ten (10) working days from the date of the informal conference in Level One file a written grievance with the principal or his/her immediate supervisor on the form attached hereto. The principal or the employee's immediate supervisor will within five (5) working days following the receipt of the written grievance meet with the employee to discuss the grievance. Within five (5) working days following this meeting, the principal or the immediate supervisor will communicate in writing to the employee the disposition of the grievance with a copy to the WDMESP.

3. Level Three
In the event the employee is not satisfied with the decision at Level Two and the employee desires to proceed to Level Three of the grievance procedure, the employee will file within five (5) working days of the employee's receipt of the written decision from Level Two a copy of the written grievance with the Superintendent or his/her designee. Within ten (10) working days after such

written grievance is filed, the employee and the Superintendent or his/her designee will meet to discuss the grievance. Within five (5) working days of the meeting the Superintendent or his/her designee will indicate the disposition of the grievance in writing and furnish a copy thereof to the WDMESP and to the Board of Education.

4. Level Four
If the grievance is not resolved satisfactorily at Level Three, the employee and the Association may within thirty (30) working days request arbitration, with written notification to the Assistant Superintendent of Human Resources. The parties will try to agree on an arbitrator within ten (10) working days after receipt of the written notice. If the parties cannot mutually agree on an arbitrator, then within five (5) working days from the said meeting held to attempt to agree, either party may request the Public Employee Relations Board to recommend a list of five (5) arbitrators from which each party will strike two (2) names. The remaining listed person will serve as the arbitrator.

No grievance may be appealed to arbitration without the approval of the WDMESP.

The arbitrator, in his/her opinion, shall not amend, modify, add to or detract from the provisions of the Agreement. His/her decision must be based solely and only upon his/her interpretation of the meaning of the Agreement. He/she shall be asked to issue the decision within thirty (30) working days after conclusion of testimony and argument. The decision of the arbitrator will be final and binding on the parties.

5. Year End Grievance
In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the party in interest or the school district, the time limits set forth herein will be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) working days thereafter.

6. General Provisions

   a. Group Grievance – If a grievance affects a group or class of employees because of the existence of the same facts and issues, the WDMESP may submit such grievance in writing to the Superintendent or his/her designee directly and the processing of such grievance will be commenced at Level Three. The WDMESP may process such a grievance through all steps of the grievance procedure.

   b. Meetings and Hearings – All meetings and hearings under this procedure will be conducted in private and will include only witnesses, the parties of interest, and their designated or selected representatives.

   c. Grievance Forms – Grievance forms will be as set forth in Appendix B. Copies will be available in the office of any building principal, the Office of Human Resources or from the WDMESP representatives.

   d. Arbitration Costs – The costs of the service of the arbitrator will be borne equally by the employer and the WDMESP.

ARTICLE IV
EMPLOYEE EVALUATION

A. Definition

An evaluation will consist of a written report by the immediate supervisor who has observed the employee's performance.

B. Notification

1. The immediate supervisor will notify each employee under his/her supervision of the evaluation procedures and instruments and will advise the employee who will observe and evaluate his/her performance.

2. An appropriate supervisor will be designated to be responsible for notification and evaluation of an unassigned employee or an employee with assignments in more than one building or attendance center.

3. Any new employee or reassigned employee will be notified by the appropriate supervisor of the evaluation procedures in effect within the employee's first twenty (20) working days of the contract year and/or reassignment.

4. These evaluation procedures do not negate the immediate supervisor from implementing evaluation procedures at any time during the year when circumstances warrant such action.

5. Any written objections by the employee shall be made at the time of the evaluation conference or within ten (10) working days from the date the employee receives the written evaluation.

C. Required Evaluations

1. During the first three (3) years of an employee's employment with the district, an evaluation of the employee is required every year. After the employee has been employed for three (3) years, the employee will be put on an evaluation cycle and evaluated every two (2) years. Evaluations will be completed by May 1.

2. Any employee may request and receive a full evaluation and conference completed prior to June 30.

D. Formal Evaluation Procedures

1. The employee will receive a copy of the evaluation form to be used during the current year upon his/her request.

2. The written evaluation report will include a rating of various categories of job performance. If any employee's performance is rated unsatisfactory, or is rated lower than the previous evaluation in any category, an explanation to substantiate the rating and a recommendation for improvement must be discussed with the employee.

3. Within fifteen (15) working days of the completion of the evaluation, a conference will be held between the employee and the evaluating supervisor to discuss the final written report to be submitted to the Office of Human Resources. The supervisor will sign the final evaluation instrument to be submitted to the Office of Human Resources and a copy of the report given to the employee.

The employee's signature indicates that the evaluatee has read the completed instrument and discussed its content with the supervisor, but does not necessarily mean agreement with the evaluation.

E. An employee's written objections to his/her evaluation will be placed in the employee's personnel file attached to the file copy of the evaluation.

F. 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 III.

ARTICLE V
SENIORITY

A. Definition
Seniority means a regular full-time/part-time employee's length of service since his/her day of hire. Day of hire shall mean the employee's first working day.

B. Procedures

1. Posting – In October and again in March, the employer will post on appropriate bulletin boards a seniority list showing job classifications and continuous service of each employee. A copy of the seniority list will be sent to the WDMESP when it is posted.

2. Breaks in Service – An employee's seniority record will be broken by voluntary resignation, discharge, retirement or reduction in force.

   a. Should a laid-off employee return to work within eighteen (18) months, the seniority will continue as if no layoff occurred.

   b. Seniority rights will be forfeited if the continuous period of lay-off exceeds eighteen (18) months.

   c. Should a regular full-time or part-time employee leave the job classification represented by the WDMESP, the employee's seniority will be frozen. Should he/she return to the previous job classification, his/her seniority will continue from the seniority level previously attained.

3. An employee who is absent from work for three (3) consecutive days without notification for valid reason to an appropriate supervisor will be considered having resigned. In the event an appropriate supervisor cannot be reached, the employee may notify the Assistant Superintendent of Human Resources or designee.

4. Seniority will be the primary criterion for the reduction of staff in conditions specified in Article VII, Staff Reduction Procedures.

5. Seniority will be the primary criterion for reassignment of non-classified personnel. When more than one employee desires a change of assignment to the same position, seniority will be the criterion for the selection if the contenders for the position are qualified to fill the position.

6. Seniority will operate within job classifications and not buildings.

7. Seniority will operate within the job classifications listed below:

a. Teaching Assistant
b. Custodian
c. Maintenance
d. Secretary
e. Transportation
f. Media Assistant
g. Study Hall Supervisor
h. Bus Assistant
i. Health Assistant
j. Warehouse
k. Noon Supervisor
l. Nutrition General Worker
m. Nutrition Head Salad Worker/Lunch Clerk
n. Nutrition Baker/Head Cook/Delivery and Cleaning

ARTICLE VI
PROBATION

A. A new employee will serve a probationary period of ninety (90) working days. Upon completion of the probationary period, he/she will be put on the seniority list and his/her seniority will be determined from his/her day of hire.

B. During the probationary period, an employee may be terminated at the discretion of the district and the district may otherwise discipline, lay-off, or suspend such probationary employee for any reason and such action shall not be subject to review of the grievance procedure.

C. A probationary employee shall not have any seniority rights. However, the probationary employee will be compensated for accrued leave(s) (XII) and scheduled holiday(s) (XVII-A) and will be able to receive insurance (XIX). If the employee does not satisfactorily complete probation, any paid holidays or leaves with the exception of personal illness will be deducted from their last paycheck.

ARTICLE VII
STAFF REDUCTION PROCEDURES

A. Definitions

1. A reduction in staff is the laying off of employees who may be recalled in the future. The reduction in staff may be due to the elimination of a position.

2. A recall is the resumption by an employee of employment by the district in his/her previous position or in a new comparable position.

B. Procedures

If employees must be laid off or reduced, the employer will determine which employees are to be retained according to the following procedure:

1. When the working force is to be reduced, the employee with the least seniority in the job classification affected will be the first to be laid off unless there are specific skills needed for the position. The employee whose position has been eliminated or who has been selected for layoff or reduction can then replace an employee with less seniority in any job classification in which the employee is qualified. This placement will be restricted to equal or lesser wage classification as outlined in Article XXI, Wage Schedule.

2. When specific job classification vacancies occur within eighteen (18) months of the layoff, employees meeting the job classification requirements will be recalled in the inverse order of layoff. Upon being

notified of recall, the employee shall have five (5) working days to notify the district of his/her intent to return. Following this five (5) working day period, the employee shall report to work on or before the eleventh (11) working day. If, without good reason, an employee fails to return to work on or before eleven (11) working days after being notified of recall, he/she will lose his/her seniority and status as an employee. Notification of recall will be sent to the employee by certified letter and the five (5) working days will start upon the delivery date of said letter. It is the responsibility of the employee to keep the district apprised of contact information.

3. The district will provide written notice to the Association and to each employee who will be affected by the reduction no later than twenty (20) calendar days prior to the effective date of layoff, except one-on-one assistants who will be employed on an as needed basis. These notices will include specific written reasons for the reduction of staff.

4. At the time of notification of layoff to any employee, the district will also notify the employee of the conversion provision to extend insurance beyond termination of employment.

ARTICLE VIII
VOLUNTARY TRANSFER PROCEDURE

A. Definition

A voluntary transfer shall be defined as the assignment of an employee to a different job classification, grade level, building, run or route which has been initiated by the employee.

B. Procedure

1. When vacancies are to be filled, notice of such vacancies will be posted as soon as possible, in all buildings and a copy sent to the President of the Association. During the subsequent seven (7) calendar days, employees may apply for those vacancies by filing a written statement with the Office of Human Resources.

2. The district shall be the judge of applicants' qualifications for the position and will consider the following criteria including but not limited to: physical and educational requirements of the position and the applicants' work, education, attendance and experience. When two or more applicants are equally qualified, the employee applicant with the greatest seniority will be given priority.

3. If two or more employees are deemed by the employer to be equally qualified for a given position, then the most senior employee will be transferred.

   This article does not preclude the employer from advertising, accepting applications, and interviewing individuals from outside the bargaining unit. An individual may be hired from outside the unit only if the applicant's qualifications are deemed by the employer to be higher than those of the employee requesting a transfer.

4. During the summer months, a list of known existing openings for support personnel that will be available for the following school year, will be maintained in the Office of Human Resources and the list of such openings shall be provided to the employee upon his/her request.

5. An employee who desires a transfer may notify the Office of Human Resources in writing by June 1. Such notification should list name, current position and building; one (1) or two (2) position(s) desired and building(s) (if applicable); summer address and phone number; name and phone number of a contact person to be used in case of vacation, etc. An employee following this procedure will automatically be considered if a vacancy occurs in the desired position(s) on or before the following September 1. This does not negate any employee from applying for any position.

ARTICLE IX
INVOLUNTARY TRANSFER PROCEDURE

A. Definition
An involuntary transfer shall be defined as the assignment of an employee to a different job classification, grade level, building, run, or route which is not initiated by the employee nor voluntarily agreed upon by the employee. This language does not apply to temporarily assigned employees.

B. Procedures

1. No position will be filled by means of an involuntary transfer if there is a qualified volunteer within the system available to fill said position. An employee being involuntarily transferred shall have priority for any vacancy for which he/she is qualified. Should more than one involuntarily transferred employee request a transfer to a vacant position, the most senior employee shall have priority.

2. An involuntary transfer will be made only after a meeting between the employee involved, the WDMESP representative and appropriate administrative representatives, at which time the employee will be given reason(s) for the transfer. Said reasons will be put in writing if requested by the employee.

3. In the event that the employee objects to the transfer on the basis of the reason(s) provided at this meeting, the employee may appeal the involuntary transfer through the Grievance Procedure.

4. All employees being considered for involuntary transfer may request open positions, in order of preference, to which they desire to be transferred. The district will give consideration to these requests, when possible. A list of vacancies shall be given to all employees being involuntarily transferred or reassigned at the time of this movement.

5. Employees will be notified of involuntary transfers as soon as possible.

6. The district will utilize voluntary transfers to avoid involuntary transfers when such transfers will result in positions being filled by qualified employees.

ARTICLE X
CHANGE OF JOB CLASSIFICATION

A. If an employee is being frequently utilized in a manner significantly different from his/her regularly assigned duties, that situation shall be subject to the grievance procedure.

B. When an employee is assigned out of his/her job classification for more than five (5) continuous days, he/she will be paid retroactively for those days at a higher rate of pay.

C. All vacancies and positions filled with temporary assignments will be posted as vacancies, and applications received to fill them, unless the vacancy is due to vacation or leave of absence.

D. Employees may be promoted to a classification for training on a tryout basis. The employee will be informed of his/her status at the start of such an assignment. Employees will not receive a pay adjustment during the training period, which may not exceed fifteen (15) working days.

ARTICLE XI
IN-SERVICE TRAINING

A. In-service training is defined as training provided by the district to various employees during the service year.

B. No employee will be required to attend any in-service or workshop at less than his/her regular rate of pay.

ARTICLE XII
LEAVES

A. Personal Illness

1. All employees will have fifteen (15) sick days. Part-time employees will accumulate the number of hours they are regularly scheduled to work. For example, those employees who work a three (3) hour daily schedule would receive a total of forty-five (45) hours of sick leave eligibility; however, they would be restricted to taking their sick leave hours in increments no greater than their daily scheduled hours.

   All employees hired after the beginning of the year will have the days prorated for the balance of the year.

2. Sick leave may be accumulative to the following maximum providing the days have been accumulated through consecutive years of service:

   a. 11-12 month employees may accumulate a maximum of one hundred thirty-five (135) days.

   b. 9-10 month employees may accumulate a maximum of one hundred twenty-five (125) days.

3. No employee is entitled to more sick days than the employee has earned.

4. Sick leave may be used for personal illness or injury which prevents an employee from performing his/her regular duties. After three or more consecutive days of sick leave, the district may require a statement from the employee's treating physician certifying that the employee was unable to work during the period of sick leave and the date expected for the employee to return to active employment. Questions which may arise as to what constitutes valid sick leave shall be directed first to the employee's immediate supervisor and then to the Assistant Superintendent of Human Resources or designee.

5. Regular part-time employees who are transferred to a full-time position will have their accumulated sick leave balance equated to hourly equivalency of the new position.

B. Extended Sick Leave

1. Employees who are advised of a health condition which may require absence for more than five (5) working days (e.g., scheduled corrective surgery, pregnancy, required therapy), shall inform their immediate supervisor as soon as practical so that arrangements may be made for effective transition of responsibilities to a qualified substitute. A statement from the physician giving approval for the employee to continue to work and recommending the date on which the employee should go on leave may be required.

2. Employees on extended sick leave normally should report for work no later than the fifth (5th) calendar week following the leave. The leave will be extended should there be medical reasons supported by medical evidence from the attending physician. At any time the district may require additional statements from the physician.

3. Upon returning to work, the employee must present medical evidence that he/she is physically capable of returning to work.

C. Absence Without Pay

1. Requests for personal leave of two (2) days or less may be granted by the appropriate supervisor provided an appropriate replacement can be found.

2. Requests for personal leave of three (3) days or more may be granted with concurrence by the appropriate supervisor, appropriate director, and Assistant Superintendent of Human Resources or designee, provided a suitable replacement can be found.

3. All paid leaves must be exhausted before the employee is allowed to use absence without pay unless approved by the employee's supervisor.

D. Death and Serious Illness

1. In the event of death of the regular full-time or part-time employee's spouse, child, daughter/son-in-law, father, mother, sister, brother, grandchild, grandfather, grandmother, or comparable relatives of spouse, the employee will be granted permission to be absent from duty by his/her supervisor for as many days, not to exceed five (5) days per incident, as may be necessary in his/her opinion, for attendance at the funeral and for any other purpose directly arising out of said death.

2. In the event of an emergency or serious illness of member of the regular full-time or part-time employee's family as listed in D-1 above, the employee will be granted permission to be absent from duty by his/her supervisor for as many days, not to exceed five (5) days per year, as may be necessary in his/her opinion. Two of the five days may be used to care for an ill dependent child who is presently under the care of a physician.

3. No deduction of pay will be made for days so granted.

4. Qualified substitutes will be granted non-paid leave without loss of his/her status as a substitute. The stipulations contained in D-1 and D-2 shall apply.

E. Death, Funerals for Non-Immediate Family

1. An employee will be allowed one (1) day per year with full pay to attend the funeral of other relatives or close friends upon notification to the supervisor prior to the day of the requested leave. For local funerals, such leave will generally constitute only the time necessary to attend the funeral services. This leave may be taken in half-day units.

2. Qualified substitutes will be granted this leave without pay and without loss of status as a substitute.

F. Association Leave

There will be available not more than a total of twelve (12) paid days per year for representatives of the WDMESP to attend the business of the Association, except to appear as a witness against the district. These days may not be taken in increments of less than one-half (½) days.

G. Jury and Legal Leave

1. Any employee who is called for jury duty during work hours, who is required to appear in any judicial or administrative proceeding, or is responding to a subpoena, will be provided such paid time, except to appear as a witness against the district. When the employee is dismissed from the court duty prior to the end of the regularly scheduled workday, the employee shall contact his/her supervisor for work instructions.

2. Any remuneration paid by the court for jury duty, less travel allowance paid by the court, will be remitted to the district by the employee. If the remuneration, less travel allowance, paid by the court exceeds the employee's net wage (gross pay minus mandatory deductions) for actual duty time missed, only the employee's net wage for actual duty time missed will be remitted to the district.

H. Military Service

As defined by the Code of Iowa.

I. Grievance Arbitration Leave

When grievance arbitration must be scheduled on working hours, the Association will be allowed up to three (3) representatives and/or witnesses, including the grievant, to attend at no pay deduction.

J. Professional Leave

1. Attendance at professional workshops, conferences, institutes, and other such meetings related to assigned responsibilities which are conducted during duty time may be granted by the supervisor with full pay if:

   a. the professional meeting is directed toward

      (1) the improvement of the qualifications for performance of the employee in his/her assigned responsibilities.
      (2) serving the interests of the district's needs.

   b. such absence, along with other absences experienced by the employee, does not detract from the continuity of services provided by the employee.

2. Request for professional leave must be made at least five (5) working days in advance and will include anticipated expenses, if any. If approval is granted by the supervisor, the extent of the reimbursement will be determined based upon the extent of travel funds available and any such reimbursement(s) previously received by the employee. (The employee will be advised regarding the extent of reimbursement at the time the leave is approved.)

K. Emergency Leave

1. Up to two (2) days of emergency leave per year will be granted with pay to regular full-time employees [thirty (30) hours or more per week] who suffer the results of natural disasters such as floods, fires or tornadoes.

2. One (1) day of emergency leave per year will be granted with pay to regular part-time employees [less than thirty (30) hours] who suffer the results of natural disasters such as floods, fires or tornadoes.

3. Qualified substitutes will be granted this leave without pay and without loss of status as a substitute. The stipulations in K-1 and K-2 shall apply.

ARTICLE XIII
HEALTH PROVISIONS

A. The district shall pay the cost of the physical examination for each new employee or employee with the district's designated physician that is required by the Board of Education. Each new employee will have thirty (30) calendar days after the day of hire to present the physical examination. The cost of the physical examination will be deducted from the last paycheck if the employee leaves the district prior to the end of the employee's probation period.

ARTICLE XIV
SAFETY

A. The district will maintain a safe place of employment and conform to safety and health standards.

B. The district will have readily available adequate first aid equipment for use in each building.

C. Special clothing, equipment and devices needed by the employee to perform assigned duties in a safe manner will be provided at district expense.

ARTICLE XV
WORK YEAR

A. Twelve-Month Employees
The work year for twelve (12) month employees shall be from July 1 through June 30. Their employment shall include the holiday and vacation schedule as listed in said article. Any in-service day or meeting shall be on a workday.

B. Less Than Twelve-Month Employee
Employees who work less than twelve (12) months shall be employed for the following number of working days which includes any in-service or meeting days and holidays as listed in said article.

1. Media Center, Special Education Program, Study Hall and Health Assistants – Number of student days in the school calendar plus a minimum of two (2) additional days if warranted in the opinion of the administrator, and holidays as listed in said article. Special Education Assistants will work days on an as needed basis.

   Days in excess of this amount will be determined by the administration according to need and budgeting limitations.

2. Building Secretaries – 205 work days including all student days, conference days, in-service days, and holidays as listed in said article, with the remaining days to be determined by the administrator or appropriate supervisor.

3. Nutrition Services Employees – Number of days that school lunches are served plus any Nutrition Services in-service day(s) and holidays as listed in said article. Additional days may be assigned by the Director of Nutrition Services.

4. Transportation Employees – Regular bus route employees – number of student days in the school calendar and any in-service days in that department, and holidays as listed in said article.

   Special Education Bus Route Employees – Number of Special Education student days required and any in-service days and holidays as listed in said article.

ARTICLE XVI
HOURS OF WORK AND OVERTIME

A. All employees who work seven (7) or more continuous hours will be given two (2) fifteen (15) minute break periods with pay and a minimum thirty (30) minute lunch period without pay.

B. All employees who work more than four (4) hours but less than seven (7) continuous hours will be given one (1) fifteen (15) minute break with pay and a thirty (30) minute lunch period without pay.

C. The workday for assistants is a minimum of two (2) hours.

D. Transportation Employees

1. Estimates of average hours required to complete routes will be prepared, and such routes will be posted for driver bidding based upon driver seniority. A standard allowance time for preparation and clean-up of vehicles will be estimated and computed in the route time in order that this necessary work is included in payment for work performed.

2. Field Trips

   a. Drivers for daytime trips (Monday through Friday), which are scheduled to begin within one-half (½) hour of the actual completion time of their regularly scheduled AM route or ending within one-half (½) hour of the actual scheduled PM route will be paid for a minimum of one and one-half (1½) hours.

   b. Drivers for field trips that begin more than one-half (½) hour after completion of their regularly scheduled AM route or ending more than one-half (½) hour prior to the beginning of their regularly scheduled PM route will be paid for a minimum of two (2) hours.

   c. Drivers for trips on evenings (after completion of daily PM route), Saturdays, Sundays or days when school is not in session, will be compensated for a minimum of two (2) hours.

E. Overtime

1. Overtime for regular full-time employees will be paid at a rate of time and one-half (1½) the employee's straight time hourly rate when an employee works in excess of forty (40) hours a week including holidays.

2. The need for overtime and its assignment will be the district's decision. Any work performed outside the designated work hours must have prior approval by supervisory personnel.

3. Except in the case of an emergency, extra hours in Nutrition Services are defined as voluntary hours not regularly scheduled, catering work or work resulting from the absence of employees scheduled to work. Nutrition Services employees called back to work non-continuous hours will be paid at the rate of time and one-half (1½).

   An employee who voluntarily accepts work outside the school year will be paid at his/her regular rate of pay.

4. Overtime worked in a pay period will be included in the check for that period.

5. Employees who are called to report for work due to an emergency situation at irregular hours will report and be guaranteed a minimum of three (3) hours pay.

6. Custodial and/or maintenance employees will be paid a minimum of one (1) hour for building checks performed on weekends and/or holidays at the rate of time and one-half (1½) the employee's regular hourly rate of pay. This is in addition to regular holiday pay.

F. Change of Hours

1. If a supervisor requires an employee to be on duty before the regular arrival time, that employee may leave work before regular dismissal time except in emergency situations. The number of extra minutes served in the morning will be subtracted from the time required in the afternoon.

2. Administrators may request and employees have the option of accepting or rejecting, except in emergency situations, arrangements in which the employee is released from morning or afternoon time in order to work equivalent hours in the evening or night.

ARTICLE XVII
HOLIDAYS

A. The following holidays will be paid to those employees who are working thirty (30) hours or more per week at the time of the holiday. Employees, who have completed probation prior to July 1, 1983, are grandfathered per 1982-83 practice.

2007-2008	2008-2009
July 4, 2007	July 4, 2008
September 3, 2007	September 1, 2008
November 22, 2007	November 27, 2008
November 23, 2007	November 28, 2008
December 24, 2007	December 24, 2008
December 25, 2007	December 25, 2008
January 1, 2008	January 1, 2009
May 26, 2008	May 25, 2009

This does not preclude the employer declaring extra paid holidays when circumstances warrant.

B. All employees will be paid for an Optional Holiday. The Optional Holiday may be taken in 1 hour increments approved by the supervisor and may be carried into the next fiscal year. Employees will be restricted to a maximum of two (2) Optional Holidays in any one (1) fiscal year. They may only carry the Optional Holiday earned from the immediate past year. Probationary employees are not eligible for the Optional Holiday.

C. Eligibility
An employee will be eligible for holiday pay if he/she would have been scheduled to work on that day and if he/she worked the last scheduled day prior to the holiday and the next scheduled day following, unless excused by the district. If a holiday is observed on an employee's scheduled day off or during his/her vacation, he/she will receive an additional vacation day.

D. Holiday-Pay
Employees who perform no work on a holiday will be paid at his/her usual hourly rate based on the scheduled number of hours he/she regularly works.

E. Holiday Work
If an employee works on a holiday, he/she will be paid time and one-half (1½) for all hours worked. This is in addition to his/her holiday pay. All work performed on a holiday will be voluntary unless an emergency situation exists.

ARTICLE XVIII
VACATIONS

A. Eligibility and Allowance

1. Vacations are payable only to twelve (12) month non-probationary employees.

2. The vacation eligibility date will be July 1, with vacation days accruing and prorated on the basis of time worked during the fiscal year. No vacation days may be taken in advance of their accrual. Vacation time may not be drawn upon by the employee until actual vacation time has been accrued.

3. Vacation schedules will be established within buildings for custodians and within departments for all other job classifications and granted in order of seniority. All vacation schedules will be approved by the appropriate supervisor.

4. Annual vacations will be based on the following service requirements in the district:

Employed less than one year	½ day per month
Employed one year, but less than five years	10 working days
Employed at least five years, but less than ten	13 working days
Employed at least ten years	17 working days
Employed at least thirteen years	20 working days

B. Vacation Pay
The rate will be the employee's straight time rate of pay. Employees will receive pay for vacations at the time of their regularly scheduled pay days.

C. Vacation Period
The employees may request a particular period for vacation. Vacation days accrued during one fiscal year must be used before the end of the following fiscal year. Circumstances may dictate that an employee may be permitted to utilize vacation days from the next fiscal year prior to July 1. This will require the approval of the appropriate supervisor.

D. Vacation Rights
Any non-probationary employee who is laid-off, discharged, retired or resigns prior to taking his/her vacation will be compensated for the unused vacation accumulated at the time of separation.

E. Conversion Rights
Less than twelve (12) month employees who are transferred to twelve (12) month positions will have their accumulated hours equated to twelve (12) month service requirements to determine the annual vacation rate.

ARTICLE XIX
INSURANCE

A. Life Insurance and Long Term Disability

1. Employees who work a minimum of thirty (30) hours per week are eligible for Life Insurance and Long Term Disability Insurance. Employees who completed the probationary period prior to July 1, 1983, are grandfathered per 1982-83 practice.

2. Long Term Disability Insurance will be 66-2/3% of the monthly wage of the employee with a maximum of $2,800 per month.

3. Term Life Insurance

   a. 9-10 month employees who qualify will receive Term Life Insurance equal to the following amount with a minimum of $2,500 or 75% of the annual salary.

   b. 11-12 month employees who qualify will receive Term Life Insurance equal to the following amount with a minimum of $5,000 or 100% of the annual salary.

   c. In addition, and conditioned upon carrier approval, the employee may purchase Universal Life Insurance for him/herself and/or for the spouse and for the dependent children.

   d. Term Life Insurance may be purchased by the employee, subject to carrier approval, in increments of $5,000 with an aggregate maximum of $50,000.

B. Medical/Dental/Flex 125 Benefit Plans

1. The district will provide a flexible 125 benefit plan wherein employees may use pre-tax dollar salary deductions for payment of all expenses allowable by the Internal Revenue Service, to include but not necessarily limited to insurance premiums and child care costs.

2. Employees who work a minimum of thirty (30) hours per week are eligible for Hospital/Major Medical and Dental Insurance as specified below. Employees who completed the probationary period prior to July 1, 1983, are grandfathered per 1982-83 practice.

3. Hospital/Major Medical Insurance

   a. The district will pay 100% for the single (employee) plan (PPO or HMO) as selected by the employee. The district will pay 73% for the other plans (PPO or HMO).

      Any balance owed after applying B-3-a above will be deducted from the employee's pay.

   b. The district will offer a PPO plan featuring a $300 single/$600 family deductible with a $750 single/$1500 family out of pocket maximum. The district may offer additional PPO plans.

   c. The district will consult with a designated representative from the WDMESP regarding the terms of the plan offered by the HMO selected by the district. The parties shall attempt to agree in good faith on the terms of the plan but in the event of disagreement, the district's determination shall prevail. All employees shall be provided with a written summary of the HMO plan showing all of the changes in benefits from the previous plan. Such summary shall be provided to employees in a time sufficient for employees to change their enrollment in or out of the plan.

   d. The HMO plan will include co-payments and a prescription card. The district may offer additional HMO plans.

   e. The mental health/chemical dependency component of PPO will be 10%/50% for all MH/CD (i.e. you will pay 10% for a participating doctor).

4. Dental Insurance

   a. The district will contribute 100% toward single (employee) plan. If the employee takes family dental, the premium will be deducted from the employee's pay.

   b. The dental insurance plan will be $2,000 annual maximum benefit and $2,000 lifetime dependent orthodontia benefit.

C. Conditioned upon carrier approval, regular part-time employees who work twenty (20) hours per week but less than thirty (30) hours per week may purchase the PPO plan or the HMO plan at the district's group rate. (Employees hired prior to July 1, 1987 are grandfathered.)

Conditioned upon carrier approval, regular part-time employees who work less than twenty (20) hours per week may purchase the HMO insurance plan at the district's group rate.

ARTICLE XX
COMPENSATION

A. Employees will receive the hourly rates in accordance with Schedules A, B, C, and D.

1. A thirty cent ($0.30) per hour increase for all current employees who are on schedules A, B, C and D.

2. Employees on Schedule A, B, C, and D who have worked for the district ten (10) continuous years as of July 1, 2007 will receive an additional ten cent ($.10) per hour.

B. New employees with no comparable experience will receive the starting hourly rate during their probationary period. Upon successful completion of the probationary period, the employee will receive the minimum hourly rate for the job classification.

C. When a current employee transfers or applies and receives a new wage classification, the employee will receive the employee's current experience in the new wage classification. The employee's hourly rate will be comparable to a current employee's hourly rate with comparable experience in the new wage classification.

D. New employees with comparable experience in a K-12 school district will receive ten cent ($.10) per hour less than the hourly rate of a current employee with comparable experience within the job classification, as long as the rate is not less than the minimum hourly rate.

New employees with comparable experience in other public or private companies will receive credit for one (1) year of experience for each two (2) years of comparable experience. The new employee with his/her experience adjustment will receive ten cent ($.10) per hour less than the hourly rate of a current employee with comparable experience within the job classification, as long as the rate is not less than the minimum hourly rate.

E. If the district needs to hire a new employee within a specific job classification and there is not a current employee within that job classification, the district at its discretion may hire the new employee within the minimum and maximum hourly range.

F. The total package increase for the 2008-2009 school year will be 5.19% minus FICA, IPERS, and insurance. Remaining money across the board to all schedules.

ARTICLE XXI
2007-2008 WAGE SCHEDULES

SCHEDULE A

CLASSIFICATION	PROBATION/SUB	MINIMUM	MAXIMUM
I Teacher Assistant Special Ed & One-on-one Assistant Health Assistant Noon hour Supervisor Media Assistant	9.80	9.90	12.38
II Substitute Caller Study Hall Supervisor	10.25	10.35	13.23
III General Secretary Assistant Printer Sec – Maint/Transp/Nutrition	10.95	11.05	13.83
IV Principal Secretary Warehouse Clerk HS Secretary (12 mo) Registrar Head Printer	11.80	11.90	14.94
V Educational Interpreter LPN (per IEP) Specialized Behavioral Assistant (per IEP)	15.65	15.75	16.55

SCHEDULE B

CLASSIFICATION	PROBATION/SUB	MINIMUM	MAXIMUM
I Nutrition – General Worker	9.75	9.85	12.50
II Nutrition – Head Salad Worker Nutrition – Lunch Clerk	10.00	10.10	12.75
III Nutrition – Baker Nutrition – Head Cook Nutrition Services – Delivery and Cleaning	10.55	10.65	13.00

SCHEDULE C

CLASSIFICATION	PROBATION/SUB	MINIMUM	MAXIMUM
I Bus Assistant	10.05	10.15	12.15
II Bus Driver	13.05	13.15	15.85
III Mechanic	18.10	18.20	19.95
IV Head Mechanic	20.10	20.20	24.20

2007-2008 WAGE SCHEDULES

SCHEDULE D

CLASSIFICATION	PROBATION/SUB	MINIMUM	MAXIMUM
I Custodian Sweep Crew Custodian	11.10	11.20	13.93
II Utility Worker	11.10	11.20	13.90
III Warehouse Worker Athletic Custodian	11.25	11.35	14.13
IV Head Custodian (Elementary, WCC, LRC)	13.10	13.20	16.10
V Maintenance Worker Painter Carpenter VHS Engineer	13.60	13.70	16.20
VI Head Custodian (JH, VSW) Sweep Crew Head Custodian	14.10	14.20	16.28
VII Head Custodian (VHS) Head Groundskeeper	14.85	14.95	17.25
VIII HVAC Worker HVACR Worker Electrician Plumber	20.10	20.20	23.95

ARTICLE XXII
2007-2009 SUPPLEMENTAL COMPENSATION

A. Upon prior notification, Operations and Nutrition Services employees will receive additional compensation as listed.

	2007-2008
School Nutrition Association Apprentice Program (all nutrition positions)	1.20/hour
School Nutrition Association Level I (all nutrition positions)	1.30/hour
School Nutrition Association Level II (all nutrition positions)	1.40/hour
School Nutrition Association Level III (all nutrition positions)	1.50/hour
Fireman's License – First Class (any custodian, utility, or maintenance worker)	.40/hour
Engineer's #1 License (any custodian, utility, or maintenance worker)	.50/hour
Pesticide License (district approved)	.30/hour
Journeyman's License (plumber, electrician, HVAC worker, HVACR worker, carpenter, or painter)	1.00/hour
Master's License (plumber, electrician, HVAC worker, HVACR worker, and head or mechanic) or equivalent (district approved)	3.00/hour
Locksmith Certification (district approved)	.60/hour
NCLB Paraprofessional Requirement (district designated position)	.25/hour

Nutrition Services: A Nutrition Services employee must earn one-third (1/3) of the credits required each year for certification pay. A Nutrition Services employee must notify the Director of Nutrition of any certification update or change in order to receive the additional supplemental compensation.

For any requested supplemental compensation other than nutrition, the employee must present written notification to his/her supervisor by April 1 in order for the supplemental compensation to take effect July 1 of the next school year or by November 1 in order for the supplemental compensation to take effect the following February 1.

B. Bus Drivers

1. Meal Allowance: A regular bus driver will receive six dollars ($6.00) reimbursement for meals when the driver has a special driving assignment of six (6) hours or more and an additional meal reimbursement for each six (6) hour time increments involved in the same assignment.

2. Commercial Driver's (CDL) License: The district will pay for the CDL license fifty dollars ($50.00) maximum for employees who submit a receipt and are approved by the administration or designee. The cost of the CDL will be deducted from the last paycheck if the employee leaves the district prior to the end of his/her probationary period.

3. Kindergarten Minimum: One and one-half (1½) hour minimum.

C. Employees who deliver lunches to the sites are entitled to a school lunch each day.

D. Activity trips will be paid at the rate of ten dollars and fifty cents ($10.50) per hour.

E. Transportation team coaches will be appointed by the district at their discretion. Team coaches will be paid an additional one dollar ($1.00) per hour.

F. Substitutes who have worked during two consecutive school years in the same classification will be paid at the minimum rate after July 1 of the third (3rd) year.

G. The district may establish a pool of emergency drivers for the purpose of covering routes when regular drivers are not available. Non-transportation personnel who volunteer and are selected for this pool to fill emergency driver positions will receive thirty-five cents ($0.35) per hour in addition to their regular wage rate for all hours worked. Employees who are hired with bus driving duties will only receive their regular wage rate.

H. Special Education Specialized Behavioral Bus Assistant (per district approval when with student[s] on bus) will be paid an additional one dollar ($1.00) per hour.

I. Community Mobility Bus Driver and Student Assistant (per district approval) will be paid an additional twenty-five cents ($.25) per hour.

ARTICLE XXIII
SAVINGS CLAUSE

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

ARTICLE XXIV
DURATION

This Agreement between the West Des Moines Community School District and the West Des Moines Educational Support Personnel will be effective as of July 1, 2007, and will continue in effect until June 30, 2009.

WEST DES MOINES COMMUNITY SCHOOL DISTRICT	WEST DES MOINES EDUCATIONAL SUPPORT PERSONNEL
_____	_____
President	President
_____	_____
Chief Negotiator	Chief Negotiator
_____	_____
Date	Date

APPENDIX A

WEST DES MOINES EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
DUES DEDUCTION AUTHORIZATION

I hereby authorize that my membership in the West Des Moines Educational Support Personnel Association be considered as continuing for this and future years unless and until written notification and dissolution of this Agreement is given by me in the manner prescribed below. I further authorize that any increase in the West Des Moines Educational Support Personnel Association, Polk Suburban UniServ Unit, Iowa State Education Association dues that may occur from time to time be automatically applied to my payroll deduction payments as agreed to between the WDMESP and the Board of Education of this district.

I hereby request and authorize the Board of Education of the West Des Moines 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 West Des Moines Educational Support Personnel Association, which is an affiliate of the PSUU, ISEA and NEA.

It is understood that this authorization will begin on the first payroll period following this date and will continue through May from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization. Failure to give written notification absolves the WDMESP and the accounting office from removing my name from the payroll deduction list.

SIGNED_____ DATE_____

SOCIAL SECURITY NUMBER_____

This form should be completed in triplicate. One form should be retained by the signer. Two forms should be sent to the WDMESP membership chairperson, one copy of which will be given to the Secretary of the Board.

APPENDIX B

WEST DES MOINES EDUCATIONAL SUPPORT STAFF
GRIEVANCE REPORT

#_____

_____
Date Filed

_____Building

_____Service Area

Distribution of Form
1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent or Designee

LEVEL II

A. Date Violation Occurred_____

B. Section(s) of Contract Violated_____

C. Statement of Grievance_____

_____

_____

D. Relief Sought_____

_____

_____

_____
Signature Date

E. Disposition by Principal or Immediate Supervisor_____

_____

_____

_____
Signature of Principal or Immediate Supervisor Date

LEVEL III

A. _____ _____

Signature of Aggrieved Person Date received by Superintendent

B. Disposition by Superintendent or Designee_____

_____

_____

_____

Signature of Superintendent or Designee Date

LEVEL IV

A. _____ _____

Signature of Aggrieved Person Signature of Association President

B. _____ _____

Date Submitted to Arbitrator Date Heard by Arbitrator

C. Disposition and Award of Arbitrator_____

_____

_____

D. Date of Decision_____