Pekin CSD Pekin EA 7/1/2006 6/30/2007

PEKIN CSD/EA 06-07

MASTER CONTRACT

BETWEEN

PEKIN EDUCATION ASSOCIATION

AND

PEKIN COMMUNITY SCHOOL DISTRICT

PACKWOOD, IOWA

FOR THE

2006-2007 SCHOOL YEAR

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MASTER CONTRACT

This Contract and Agreement made and entered into this _____ day of _____ A.D., 2006 by and between PEKIN COMMUNITY SCHOOL DISTRICT, hereinafter referred to as the District, and the PEKIN EDUCATION ASSOCIATION, hereinafter referred to as the Association.

WITNESSETH:

ARTICLE I

PREAMBLE

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. It is agreed as follows:

ARTICLE II

RECOGNITION

That the Board hereby recognizes the Association as certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 357) issued by the Public Employment Relations Board (PERB) on the 24th day of November, 1975, full or part-time basis, employed by the Board of Education of the District.

The term "Board", as used in this Agreement, shall mean the Board of Education of the District or its duly authorized representatives.

The term "employee", as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the PERB.

The term "Association", as used in this Agreement, shall mean the Association or its duly authorized representative(s) or agent(s).

ARTICLE III

PROCEDURE FOR NEGOTIATIONS

A. Initialing Tentative Agreements

If both parties agree, articles tentatively agreed to may be initialed by each party, dated, and set aside subject to ratification of the agreement.

B. Requests for Meetings

The Negotiating Team of the Board of Directors and the Education Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Education Association for negotiation meetings shall be made through the Superintendent of Schools.

C. Negotiation Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party.

D. Access to Information

The Association shall be furnished on request information regularly furnished to any taxpayer in the District such as the annual financial report and adopted budget. Nothing herein shall require the administrative staff to research and assemble information.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1. A grievance shall mean only a complaint that there has been an alleged violation, misrepresentation, or misapplication of any of the specific provisions of this Agreement.

Section 2.

A. Association Right to Grieve
Every member of the bargaining unit covered by this Agreement and the Association shall have the right to present grievances in accordance with these procedures and more than one (1) member of the bargaining unit with the same grievance may join in the grievance.

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

C. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.

Section 3.

A. First Step
An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and his/her principal.

B. Second Step
If the grievance cannot be resolved informally, the aggrieved party shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the party and the Superintendent within ten (10) school days after receipt of the grievance.

C. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved party shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the teacher and the principal.

D. Fourth Step

If the grievance is not resolved satisfactorily at step three there shall be available a fourth step of impartial, advisory arbitration. The Association must submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days from receipt of the step three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days. The PERB will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one name remains. The remaining name shall be the arbitrator. The decision of the arbitrator will be advisory only and shall not be binding on the parties.

Expenses for the arbitrator's services shall be borne equally by the School District and the Association. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

Section 4. If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE V

INSURANCE

Section 1. The Board agrees to pay seven hundred fifty-five dollars ($755.00) per month towards the cost of a fringe benefit package which currently includes health and medical insurance, vision care, a prescription drug card, long term disability care, dental coverage, life insurance and provision for the Section 125 compensation plan with certain allowable menu items (as provided for by allowable tax laws).

Section 2. The Board reserves the right to select the benefit plans offered as well as the carriers and administrators.

Section 3. The Board will pay a dollar amount per month for fringe benefits for each full time teacher for the entire contract time of each completed contract. This will apply September through August (twelve [12] months) even if a teacher resigns or retires after completing their teaching contract in May or June).

Section 4. The Board-provided cafeteria plan shall be for twelve (12) consecutive months (beginning in July and ending in June). Employees new to the District shall be covered by Board-provided plan no later than one (1) month after initial employment.

Section 5. Descriptions of the Board-provided cafeteria plan shall be provided to each employee by the District through the carrier.

ARTICLE VI

REIMBURSEMENT FOR PHYSICAL EXAMINATIONS

The Board of Directors shall reimburse all employees forty-five dollars ($45.00) or actual cost (whichever is the lesser amount) toward the cost of school-required physical examinations.

ARTICLE VII

MILEAGE REIMBURSEMENT

All personnel of the School District shall be reimbursed for travel expenses incurred for travel authorized by the Superintendent of Schools and/or travel incurred under the policies of the Board of Directors.

Travel shall be by common carrier when such transportation is available and will serve the time schedule of the individual as well as travel by private automobile. In such cases, if the individual chooses to go by automobile the maximum travel cost shall be at the common carrier rate.

The rates for reimbursement shall be for actual expenses incurred for travel (such as food and lodging) plus a fee per mile for use of a private automobile or other similar conveyance; said fee to be decided each year by the Board as part of the salary schedule.

ARTICLE VIII

DUTY-FREE LUNCH PERIOD

Every employee shall be entitled to a duty-free lunch period of no less than twenty (20) minutes.

ARTICLE IX

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 District an assignment authorizing payroll deduction of professional dues. A member may terminate the dues check off any time by giving thirty (30) days written notice to the District. The District will notify the Association of termination within three (3) days. The form of the authorization shall be as set forth in Exhibit A. The Association shall inform their members of the dues deduction system and provide the necessary authorization forms to their members for the dues deduction.

B. Regular Deduction

Definition of "Dues" will be limited to the Association member's fee for being a member of the Association. The District will not be responsible for collecting initiation fees, special assessments, back dues, fines or similar items.

Pursuant to a deduction authorization, the District shall deduct one-twelfth (1/12th) of total dues from the regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of each year. This authorization shall be in the Board Secretary's office by September 1st.

In the event an employee terminates employment prior to June, the District shall deduct one-twelfth (1/12th) of the total dues from the last salary check of the employee. Thereafter, the District shall not be responsible for dues deductions in regard to the terminated employee.

C. New Employees

New employees who begin dues deduction after September shall have the total dues pro-rated on the basis of the remaining months of employment through June.

D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the District. Changes in dues will require a new authorization form to be submitted by the members.

E. Transmission of Dues

The District shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period and a listing of the employees for whom deduction was made.

F. Indemnification

The Association agrees to indemnify and hold harmless the District, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction.

ARTICLE X

LEAVES OF ABSENCE

A. Certified personnel shall be granted leaves of absence for personal illness or injury with full pay according the following schedule:

1st year of employment.....10 days allowable
2nd year of employment .....11 days allowable
3rd year of employment.....12 days allowable
4th year of employment .....13 days allowable
5th year of employment .....14 days allowable

Subsequent years to an accumulation of one hundred twenty (120) days at a rate of fifteen (15) days per year.

Personnel will be informed at the beginning of the school year the number of personal illness days accumulated.

Each employee can use up to a maximum of three (3) days of their sick leave for the care of the employee's sick child, parent or spouse.

B. Jury Duty

An employee called for jury duty during school hours or who is required to appear in court by a subpoena, shall be provided such time without the loss of pay. Any fees or renumeration the employee received during such leave shall be turned over to the District. Cases involving an employee's personal matters and which are not job related shall be excluded.

When an employee is excused from jury duty, either temporary or permanently on any working day, the employee shall promptly report to the principal and shall complete any remaining hours of the working day if required.

C. Professional Leave

Professional leave may be granted if approved by the Superintendent or designee.

D. Bereavement Leave

Employees shall be granted leave of absence without loss of pay for death in the immediate family not to exceed five (5) days per occurrence. Immediate family shall be defined as: spouse, mother, father, son, and daughter.

There shall be two (2) days per occurrence without loss of pay for bereavement leave for the following: brothers, sisters, mother-in-law, father-in-law, son/daughter-in-law, grandparents or grandchildren. There may be one day granted per year to attend the funeral of a close friend if approved by the Superintendent or designee.

E. Serious Illness Leave

Three (3) days will be available for serious illness to members of the immediate family. Serious illness shall be defined as a life threatening condition requiring hospitalization. Immediate family includes spouse, mother, father, son and daughter.

F. Special Leave

If an employee has exhausted all of the available leaves, the employee may be granted a leave of absence with or without pay at the discretion of the Superintendent or designee.

G. Family and Medical Leave

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

H. Personal Leave

Each employee shall have one day available for Personal Leave. This leave may be granted by the Superintendent or designee upon written report by the employee five (5) days prior to the leave date except in extenuating circumstances as approved by the Superintendent or designee. No personal leave shall be used to extend a holiday or vacation period or on an in-service day. There shall be no more than four (4) employees absent from the District for personal leave on any given day.

ARTICLE XI

TRANSFER AND ASSIGNMENT

The District has the responsibility for providing the District's educational program; therefore, the Board has the sole discretion of assigning and transferring employees.

Assignments will be based on the needs of the school District and the qualifications of staff members.

A teacher's request for transfer to another building will be considered whenever the best interests of the school system will be served.

ARTICLE XII

REDUCTION PROCEDURE

The Board will determine when a reduction shall occur. Such reduction of employees shall be accomplished through normal staff attrition, unless the best interests of the School District dictate otherwise.

Certificate endorsements and educational preparation within general groupings of Pre K-2, 3-5, 6-8, and 9-12 grade levels. The Secondary grade levels will be divided in subject areas. The primary consideration is the endorsements and educational preparation within the grade level groupings and subject areas in which the individual is presently teaching. Special areas at any level, such as art, music, and P.E., will ordinarily be assigned in accordance with training, qualifications, and certification.

The employer will select the employee to be terminated based on the following criteria:

1. Relative skills, ability, and demonstrating teaching performances through evaluation procedures.

2. Recent training in area of assignment.

3. Qualifications for co-curricular programs as determined by endorsements, training, and experience.

4. When the foregoing factors are all relatively equal, the employee with the least continuous years of service to the school district will be terminated.

ARTICLE XIII

WAGES AND SALARIES

Generator Base Salary

The Generator Base Salary for the 2006-2007 school year will be twenty-four thousand one hundred and eighty-eight dollars ($24,188) as Exhibit B indicates.

Signing Bonus

In areas where the District has difficulty in hiring new employees the District shall have the discretion to structure a signing bonus up to a maximum of three thousand dollars ($3000.00) in addition to the employee's placement on the salary schedule.

ARTICLE XIV

BASIC AGREEMENT PROVISIONS

Any individual contract between the Board of Directors and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement and in the form set forth in the employee's contract. Each individual employee contract when tendered to the employee shall be signed by the president of the Board of Directors and shall incorporate by written reference the terms and provisions of this Agreement.

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007 except as agreed upon in Exhibit B (memorandum of understanding). 2007-2008 is open for negotiations.

It witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signature placed thereon, on the 10th day of July, 2006.

Pekin Education Association

By: _____
Its President

By: _____
Its Chief Negotiator

Pekin Board of Directors

By: _____
Its President

By: _____
Its Chief Negotiator

EXHIBIT A

DUES DEDUCTION AUTHORIZATION FORM

For Employer use only.
Do not fill out.

Authorization for Payroll
Deduction for Education
Association Dues

_____
Employee No.

_____
First *Initial* *Last Name*

_____
Date Started *Amount*

I hereby request and authorize the Board of Education of:

Pekin 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:

Pekin Education Association

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one (1) year unless revoked in writing by a thirty (30) day notice to my employer and to said organization. Changes in dues will require a new authorization form to be submitted by the members.

_____
Date

_____
Signature

_____
Social Security Number

EXHIBIT B

2006 - 2007 SALARY SCHEDULE AT $24,188 BASE PAY

Generating Base **$ 24,188**

	BA	BA+12	BA+24	MA	MA+12	MA+24
1	27091	28058	29026	29993	30961	31928
2	27091	28058	29026	29993	30961	31928
3	27091	28058	29026	29993	30961	31928
4	27091	28058	29026	29993	30961	31928
5	28058	29026	29993	30961	31928	32896
6	29026	29993	30961	31928	32896	33863
7	29993	30961	31928	32896	33863	34831
8	30961	31928	32896	33863	34831	35798
9	31928	32896	33863	34831	35798	36766
10	32896	33863	34831	35798	36766	37733
11	33863	34831	35798	36766	37733	38701
12	34831	35798	36766	37733	38701	39668
13		36766	37733	38701	39668	40636
14			38701	39668	40636	41603
15			39668	40636	41603	42571
16			40636	41603	42571	43538
17			41603	42571	43538	44506
18				43538	44506	45473
19					45473	46441
20						47408

Beginning the second year after an employee reaches the top step in columns 3-6, the employee will receive the $200 longevity pay and will continue longevity annually.

The District will hire new employees without experience at Step 4 money.

PEKIN COMMUNITY SCHOOLS - TEACHER EXTRA DUTIES 2006-2007 BASE $24,188

STEP		BASE	3%	3.50%	4%	4.50%	5%	6%	7%	8.50%	10%	14%
1		100% 24,188	725.64	846.58	967.52	1,088.46	1,209.40	1,451.28	1,693.16	2,055.98	2,418.80	3,386.32
2		104% 25,156	754.67	880.44	1,006.22	1,132.00	1,257.78	1,509.33	1,760.89	2,138.22	2,515.55	3,521.77
3		108% 26,123	783.69	914.31	1,044.92	1,175.54	1,306.15	1,567.38	1,828.61	2,220.46	2,612.30	3,657.23
4		112% 27,091	812.72	948.17	1,083.62	1,219.08	1,354.53	1,625.43	1,896.34	2,302.70	2,709.06	3,792.68
5		116% 28,058	841.74	982.03	1,122.32	1,262.61	1,402.90	1,683.48	1,964.07	2,384.94	2,805.81	3,928.13
6		120% 29,026	870.77	1,015.90	1,161.02	1,306.15	1,451.28	1,741.54	2,031.79	2,467.18	2,902.56	4,063.58
7		124% 29,993	899.79	1,049.76	1,199.72	1,349.69	1,499.66	1,799.59	2,099.52	2,549.42	2,999.31	4,199.04
8		128% 30,961	928.82	1,083.62	1,238.43	1,393.23	1,548.03	1,857.64	2,167.24	2,631.65	3,096.06	4,334.49
9		132% 31,928	957.84	1,117.49	1,277.13	1,436.77	1,596.41	1,915.69	2,234.97	2,713.89	3,192.82	4,469.94
10		136% 32,896	986.87	1,151.35	1,315.83	1,480.31	1,644.78	1,973.74	2,302.70	2,796.13	3,289.57	4,605.40
11		140% 33,863	1,015.90	1,185.21	1,354.53	1,523.84	1,693.16	2,031.79	2,370.42	2,878.37	3,386.32	4,740.85
12		144% 34,831	1,044.92	1,219.08	1,393.23	1,567.38	1,741.54	2,089.84	2,438.15	2,960.61	3,483.07	4,876.30

Major Sports----------14%----------10%

a. Football
b. Boys' Basketball
c. Girls' Basketball
d. Wrestling
e. Boys' Track
f. Girls' Track
g. Summer Baseball
h. Summer Softball
I. Girls' Volleyball
j. Girls' & Boys' Cross Country

Junior High Athletcis.

a. Baseball, Football, Girls' & Boys Basketball Girls' & Boys' Track, Softball, Wrestling, Cross Country & Volleyball----7%------4.5%

Jr. High Student Council----------4%

Music

a. High Scool Instrumental---------- 10%
b. Jr. High Instrumental---------- 3%
c. High School Vocal---------- 10%
d. Musical (on year of musical)---------- 3%
e. Summer Band $750 a Month for 2 Months

Drama & Speech---------- 10%
High School Yearbook---------- 8.5%
High School Newspaper---------- 7%
Jr. Class Sponsor (Divided 3 Ways)---------- 4%
Sr. Class Sponsor (Divided 2 Ways)---------- 3%
H. S. Cheerleading Sponsor---------- 10%
Jr. High Cheerleading Sponsor (Divided 2 Ways)---------- 4.5%
Photography---------- 3%
H. S. Student Council ---------- 3%
Drill Team---------- 4%
FFA---------- 8.5%
FCCLA ---------- 4%

EXHIBIT D

MEMORANDUM OF UNDERSTANDING

The provisions referred to in this document should be treated as additions/alterations to the master contract bargained and agreed upon for the 2006-2007 school year. This document provides the distribution of state Phase I and II funds allocated by legislative action on behalf of the teachers in Iowa during the 2006-2007 school year. This entire addendum will be null and void if the additional Phase I and II funds are not forthcoming and a salary schedule of twenty-four thousand one hundred eighty-eight dollars ($24,188) minus Phase I and Phase II funds will be in effect (if a percentage of the funds are forthcoming a distribution of that same percentage will be the basis for the money allocated to the teachers).

The 2006-2007 beginning teacher salary (Exhibit B) is twenty-four thousand one hundred eighty-eight dollars ($24,188) with increments of 1.25% x 1% provided Phase I funding is distributed by the state at the same rate as in 1994-95. The generator base for 2006-2007 is twenty-four thousand one hundred eighty-eight dollars ($24,188) which is a 4x4 index schedule with 6 lanes and is the schedule the initial teacher contract salaries are based upon (Exhibit B). It will be the generator base salary schedule with the Phase II money added to it.

The salary schedule reflects the inclusion of Phase II funds distributed throughout the schedule by the current 4x4 index schedule. The salary schedule base will be adjusted if Phase II funds are not received on a prorated basis.

The following provisions will also apply to Phase I and II monies:

1. Activity or extra duty salaries will be figured from the index schedule with twenty-four thousand one hundred eighty-eight dollars ($24,188) generator base.

2. Paid leaves or worker compensation benefits will be based on the same of twenty-four thousand one hundred eighty-eight dollars ($24,188) generator base salary index schedule.

3. This document (Master Teacher Contract) will have the Phase II salary schedule (Exhibit B) added when all teaching staff positions have been filled for the 2006-2007 school year.

MEMORANDUM OF UNDERSTANDING

FORMER EMPLOYEES

1. Definition
   Former employees are those staff members that have taken advantage of the "Early Retirement Program" that the District offers.

2. Benefits
   Former employees will be hired for a school calendar year and will receive benefits and salary according to Board policy. Former employees who are re-hired will be reduced at the discretion of the Board and have no recall rights