Fort Dodge CSD Secretarial Clerical Ees Assn./ISEA 7/1/2006 6/30/2007

FORT DODGE CSD / SECR. CLERICAL EES ASSN. 06-07

AGREEMENT

BETWEEN

FORT DODGE COMMUNITY SCHOOL DISTRICT

AND

FORT DODGE SECRETARIAL/CLERICAL EDUCATION ASSOCIATION

FOR

2006-2007

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ARTICLE I: PREAMBLE

The Fort Dodge Community School District and the Fort Dodge Community School Secretarial/Clerical Education Association Bargaining Unit agree as follows:

ARTICLE II: DEFINITIONS

A. The term "Board" or "Employer" or "District" as used in this agreement shall mean the Fort Dodge Community School District as governed by the Board of Education, its authorized representatives, or its authorized agents.

B. The term "Association" as used in this agreement shall mean the Fort Dodge Secretarial/Clerical Education Association as certified by the Public Employment Relations Board (PERB), ISEA, or its authorized agents.

C. The term "Employee" as used in this agreement shall mean all employees in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) on November 16, 1993, Case no. 4874.

D. The term "group of employees" as used in this agreement shall mean two (2) or more members of the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).

E. Immediate Family will be defined, for all references in this agreement as: spouse, child, mother/father, brother/sister, grandparent/grandchild, and the "step" and "in-law" relationships of the above.

ARTICLE III: SENIORITY

A. Definition. Seniority shall mean "length of continuous service in the District from the first day on the job as a secretarial/clerical employee." Seniority shall not be broken and shall accrue during approved leaves of absence. Ties shall be broken according to the last four (4) digits of the employee's Social Security Number with the highest number receiving the highest ranking.

B. Seniority List. The employer will prepare and post a seniority list at a designated spot in each work location on or before November 1 of each year. Failure to challenge the accuracy of the list shall constitute an estoppel against the employees or their representatives seeking to challenge the accuracy of the list.

C. Previous Accrual. As of the effective date of this agreement, prior seniority accrual based upon the definition shall be credited to each employee.

D. Application. When this agreement refers to the term "seniority", it shall be defined as per paragraph A above unless specifically addressed to the contrary.

ARTICLE IV: EVALUATION

A. All secretaries will be evaluated on a three (3) year rotation, with first year employees evaluated during their first year. The seniority list will be used to establish the initial three (3) year rotation. A list of evaluations will be furnished annually. The District reserves the right to evaluate any employee as determined necessary by the District.

B. Within thirty (30) calendar days after the beginning of the school year, the employees shall be informed of the evaluation procedures and the instrument to be used.

C. Within thirty (30) calendar days, the administration shall inform the employee of the designated evaluator. Any change in the evaluator shall be made known immediately to the employee.

D. A conference will be held within ten (10) days after presenting a completed copy of the evaluation instrument to the employee to discuss the contents of the evaluation. This conference must be held by May 1st. Any changes made to the completed copy will be initialed by both parties and a copy of those changes given to each individual. The employee is only required to sign a completed evaluation form. The employee's signature on the evaluation document does not indicate agreement with the contents of the evaluation, only an awareness of the contents of the evaluation. A written response, at the employee's request, will be attached to the evaluation and placed in the file within ten (10) days.

E. Remediation – The building administrator or appropriate supervisor shall provide the employee with constructive guidelines and assistance to improve the quality of the employee's professional performance and to eliminate difficulties noted in the evaluation. The guidelines and assistance will include a timeline mutually agreed to by the employee and the evaluator.

F. Complaint Language – Complaints or other documents to be placed in the employee's file will be reviewed with the employee before placing the document in the employee's file. Within ten (10) days of being notified, the employee may file a written response or explanation which shall be attached to the complaint and placed in the file.

G. Right to Grieve. An employee may grieve an evaluation as allegedly unfair or inaccurate. The timelines for the grievance shall be based upon receipt of a copy of the evaluation. In such grievance, the arbitrator's remedy shall be limited to correcting the rating or statement in the evaluation that is questioned.

H. Employees shall have the right to review the non-restricted contents of their personnel file.

ARTICLE V: TRANSFER

A. Definitions:

1. Transfer – The assignment of an employee to a different job classification or site.
2. Reassignment – Reassignment is the movement within a job classification to place an individual whose position no longer exists.
3. Involuntary – An involuntary transfer is a transfer implemented by the employer and NOT requested by the employee.
4. Voluntary Transfer – A voluntary transfer is a change in assignment where the employee requests to be assigned to a different job classification or site.
5. Vacancy – The term "vacancy" is defined as an unoccupied full or part time position defined by the employer and arising through resignation, termination, transfer, creation of a new position or other cause creating a position which the employer wishes to permanently fill.

   If a part time position is expanded, the current employee will have the opportunity to accept that position. Should that employee wish not to continue in that position, a vacancy would then exist.
6. Pre-requisite qualifications will be established by the qualifications stated in the Board approved job description.

B. Notification of Vacancies:

1. Upon notification of a vacancy or vacancies, the Superintendent/designee shall deliver to the Association and post in all buildings, vacancies that occur during the school year, and for the following school year. Such notification will be posted for at least five (5) working days to allow an employee who has not filed a written statement of a desire for transfer to request a voluntary transfer to this vacancy. Such posting shall contain the job classification, specific assignment, current job description, working hours, contract days, and any and all prerequisite qualifications, deadline for transfer request, and approximately beginning date of duties.

C. Voluntary Transfer:

1. If candidates are deemed equal, according to the prerequisite qualifications, the most senior employee shall prevail.
2. No new hire shall be employed or involuntary transfer made to fill a vacancy if a voluntary applicant exists unless any and all prerequisite qualifications of the District cannot be met by granting the voluntary request.
3. Upon filling a vacancy, the Superintendent/designee shall deliver to the association written confirmation naming the employee awarded the position, the rate of pay, and the hours scheduled.
4. Employees will be notified verbally within four (4) working days of the decision. If the applicant requests a written reason, it will be provided.

D. Summer Vacancies:

1. Vacancies for the subsequent school year, which arise during the summer, will be mailed to all secretaries in a "summer vacancy letter" or in the Back to School Letter. There will be a period of seven (7) calendar days to run from the date of mailing this letter during which time employees may apply for the transfer.

E. Involuntary Transfer:

1. The employer will utilize the voluntary transfer procedure prior to the involuntary procedure to fill vacancies.
2. If an involuntary transfer is necessary, probationary employees shall be transferred first.
3. In the event the foregoing procedures have not met the needs of the determined involuntary transfer, then the District shall transfer the employee with the least seniority in the affected job classification.
4. The involuntary transferred employee can then replace an employee with five (5) years or less of seniority in any job classification in which **they meet the prerequisite qualifications.** During the school year, such a decision must be made within five (5) working days of notice of the involuntary transfer. During the summer, the affected employee must make their decision within seven (7) calendar days after receipt of notice of involuntary transfer. The employee will notify the District of their decision in writing.
5. An employee being involuntarily transferred or reassigned shall have priority for one calendar year from the date of the transfer for any posted vacancy for which they apply and meet the prerequisite qualifications. If the employee is offered a position, which consists of less hours than their original position and refuses that job, that individual will not have given up their right to transfer.
6. In the event that the District re-creates the position from which the individual was re-assigned, that individual shall have right of first refusal. If the individual refuses the recreated position, that position will then be posted and the District will have fulfilled its responsibility where that individual is concerned. If the employee does accept the position, this movement does not constitute a transfer.
7. An involuntary transfer shall be made only for good cause and after meeting with the employee involved, the Association representative, and the Superintendent or designee, at which time the employee and the Association shall be given specific written reasons (if requested) for the involuntary transfer.

ARTICLE VI: STAFF REDUCTION

The Board of Education, for any reason, may determine that it is necessary to reduce staff. If employees are laid off or reduced, the Board will observe the following procedures:

A. Notification. The employer will give the employee affected thirty (30) days written notice of an impending staff reduction.

B. Layoff Procedure.

1. The employer will first utilize known attrition within a job classification.

2. The employer will next layoff or reduce employees within their first sixty (60) days of employment within a job classification.

3. The employer will next layoff the least senior secretarial/clerical employee within a job classification.

4. Seniority ties shall be broken using the last four (4) digits of an employee's social security number. The highest number shall be laid off last.

5. Job classifications for purposes of staff reduction are as follows: Secretary/Clerical (Wage Category 1); Bookkeeping/Accounting (Wage Category 2).

C. Recall Rights.

1. Any employee laid off pursuant to this Article shall have recall rights to any secretarial/clerical vacancies within the job classification from which they were reduced and for which they meet the prerequisite qualifications for a period of two (2) years from the last day of work. Recall shall be in inverse order of layoff.

2. The laid-off employee shall at all times keep a current mailing address on file in the office of the Superintendent. A notice of recall will be mailed by certified mail to the employee advising him/her to report for work. Failure of the employee to report for work within ten (10) days of the date of mailing of the notice waives the employee's right of recall, and the employee shall lose his/her status as an employee and seniority. However, an employee may waive recall to a position which is less than equivalent in time to the position held at time of layoff without severing recall rights.

3. If recalled, an employee will be revested with unused accumulated sick leave and seniority accrued on the date of layoff.

ARTICLE VII: HEALTH AND SAFETY

A. The District shall have first aid kits on hand and readily accessible to the employees. These kits shall be placed in the nurse's office in each building.

B. All employees shall adhere to Board policies that may include the use of reasonable force to defend themselves or students from threatened physical injury to a student or employee. Immediately upon the use of such force, the employee shall make a detailed written report of the incident and action taken to the building principal or his/her designee.

C. Pre-employment Physical.

1. A physical examination, including a negative TB test or chest x-ray by the employee's family physician, is required of all new employees. The examination should be taken prior to the starting date, and must be taken no later than the first month of employment. Forms are provided in the Superintendent's office. The cost of this examination is borne by the employee.

2. Periodic Physical. All continuing employees are required to have a physical examination including a negative TB test or chest x-ray every three (3) years. Notification and forms for this examination are furnished by the Superintendent's office. The unreimbursed cost of the examination after submission to insurance up to $60.00 and the cost of the x-ray or TB test up to $60.00 is paid by the Fort Dodge Community School District.

D. Medications

1. Employees shall be required to administer medications only if the nurse or other qualified personnel are not available to do so. Employees who are required to administer medications shall be trained according to the requirements of the Iowa Department of Education. Each employee required to dispense medications will be granted an uninterrupted time period during which the medications can be dispensed. One $200 stipend will be allotted to each building to be paid at the last pay date before the end of the school year. This stipend will be equally divided between building secretaries who dispense medications.

2. Employees have the right to refuse to perform intrusive, non-emergency medical services, as covered under Chapter 280.23 of the Code of Iowa.

3. Note: In Fair Oaks, Phillips Middle School, and Fort Dodge Senior High, one $200 stipend will be split between the secretaries designated to administer medications.

4. No one will be required to perform invasive procedures that they are not properly trained, qualified, or certified to complete. The standard for determining an invasive procedure will be current code, statute, or case law, and will be evaluated on an individual basis.

ARTICLE VIII: ASSOCIATION LEAVE

Upon request of the Association president a total of six (6) days, no more than two (2) employees per day, at no loss of pay, shall be granted to employees to attend conferences, conventions or other activities of the Association but specifically excluding organizational activities, preparation and presentation of grievances, negotiations, arbitration, impasse or litigation-related activities. The first three (3) days will be paid by the Fort Dodge Community School District and the last three (3) days will be paid by the Association.

ARTICLE IX: LEAVES OF ABSENCE

It is the responsibility of the employee to notify his/her immediate supervisor in case of absence. Any employee who does not report to work at the termination of an authorized leave and fails to communicate any extenuating circumstances to the District that may prevent them from returning to work shall be considered absent without approval. A certified letter will be sent to the employees last known address informing them that they must contact his/her supervisor within seven (7) work days of when the letter was mailed. Failure to respond shall be considered voluntary resignation from his/her position. (It is the

employee's responsibility to keep the District informed of his/her current mailing address. Failure to do so is not an excuse for them not receiving the communications outlined in this article.)

The provisions for paid absence from work with the exception of sick leave shall not be available to a new employee until he/she has completed the first sixty (60) days of employment.

All applicable leave benefits shall be pro-rated for those employees who have not worked their full contract year.

Secretarial/clerical employees working 20-40 hours per week will receive the paid leaves of absence on a pro-rated basis according to their regular contracted hours per week. Pro-ration will occur in the following manner.

An employee working an eight (8) hour day, but not five (5) days per week will have the number of days of paid leave pro-rated. An employee working five (5) days per week but less than eight (8) hours per day will receive the full number of paid leave days, but the hours will be prorated.

A. Personal Sick Leave. When an illness or injury necessitates the absence of an employee, the following shall apply:

1. All employees shall be granted full pay for absence due to personal illness for a period of:

   ten (10) days during the first year of employment
   eleven (11) days for the second year
   twelve (12) days for the third year
   thirteen (13) days for the fourth year
   fourteen (14) days for the fifth year
   fifteen (15) days for the sixth and subsequent years of employment.

2. A total of one hundred fifty (150) days maximum may be accumulated for personal illness.

3. The above amounts shall apply only to consecutive years of employment in this school district and unused portions shall be cumulative to the totals as listed above.

4. **Sick leave will be paid for workdays missed when the employee is unable to work due to a medically related leave. In the event an employee's sick leave is depleted, any additional days requested and granted at the employer's discretion shall be unpaid. Insurance benefits will continue during paid sick leave but not during any unpaid sick leave unless required by law.**

   The employer may require medical documentation at the employee's expense to support an employee's sick leave, return from leave or ability to work prior to leave. An employee may be required to submit to a medical examination by a doctor designated by the employer at the employer's request and expense. In the event of disagreement regarding an issue of a medically related leave, a third doctor may be jointly selected to render a medical opinion, and the employer will pay that expense.

5. The employee shall receive a record of the accumulated leave each year by October 1st and sign same to verify its accuracy. Employees who move from part time to full time will have their sick leave pro-rated at the time they move to full time. Personal sick leave days will be pro-rated for less than a year's service.

6. If a continuing employee is unable to begin service on the starting date under the contract because of personal illness or injury, the employee shall be entitled to draw compensation for any unused sick leave he/she accumulated in previous years. Payment will be made according to the terms of the contract and upon the receipt of medical verification that may be

requested by the employer. New employees to the District shall not be eligible for personal illness leave until they have started to work on the job.

B. Family Illness Leave and Bereavement Leave. There will be a total of ten (10) days per school year to be used at the employee's discretion for family illness or bereavement leave affecting the immediate family. Family illness and bereavement leaves are not cumulative and may be administered in one-half (1/2) day units.

1. Family Illness: Immediate Family will be as defined in Article II, Section E. The employee shall, upon request of the Superintendent or designee, furnish such reasonable evidence as it may desire confirming the necessity for such leave of absence.

2. Bereavement Leave: Immediate family will be as defined in Article II, Section E.

An additional three (3) days of bereavement leave at the discretion of the Superintendent or his/her designee, for other than "immediate family" may be granted as specified in this section. The additional three (3) days are for the contract year and are not for each occurrence.

C. Personal Business Leave. Twelve (12) month employees will be provided two (2) personal business day leaves per year and will be allowed to accumulate to a total of three (3). If the employee enters the year with three (3) days they may use one (1) day without having to state a reason. This leave cannot be used on consecutive days. This leave is for personal business that cannot be conducted at any other time than during the regular scheduled day. (8:00 a.m. – 5:00 p.m.) Application should be made at least three (3) days in advance, if possible, and must state the reason for the leave, with approval of the Superintendent or his designee. The reason must be stated on your request for leave form. Personal business leave may be used in 1/2 or ¼ day units.

D. Jury and Legal Leave. Any employee summoned for jury duty and who is not excused therefrom, or who is required by law to testify in a criminal or civil court proceeding, shall be released from work to testify, with pay, when the appearance so required is related to the performance of the employee's contractual duty or is a non-job related appearance in which the employee is not a defendant or plaintiff. Any fees or remuneration the employee receives during such leave shall be turned over to the District. When a juror is not required to do full time jury service, he/she is expected to report for regular work.

E. Professional Development Leave. Each employee may request professional development leave. Professional development leave may be used for attendance at workshops, seminars, conferences, or any work-related purpose selected by the employee and approved by the immediate supervisor. If the request is denied by the supervisor, the employee may file an appeal with the Superintendent. The employee requesting a professional development leave day shall notify his/her supervisor at least one week in advance of his/her absence, if possible. Professional development leave shall be without loss of pay, if granted.

F. Child Rearing Leave In the case of a birth or adoption of a child, any employee shall have the right to apply for a leave without pay for child rearing purposes.

1. In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.

2. Child rearing leave may be made to become effective immediately upon the termination of a pregnancy leave.

3. Child rearing leave shall be granted for a maximum period of up to two (2) months in which the birth or adoption of a child occurs. Request for extension of such leave must be made at least three (3) weeks prior to the expiration of the first period thereof and will be at the discretion of the Superintendent.

4. Applications for child rearing leave shall be filed at least two (2) months before the anticipated birth of a child. In case of adoption, application for child rearing leave shall be made as soon as possible.

5. When an employee who has been granted a child rearing leave returns to the system, the employee will be assigned to his/her former position unless, in the discretion of the Superintendent, such reassignment would be disruptive to the educational process. In that event, the employee may be assigned to any position decided upon the Superintendent, as long as such assignment is within the employee's qualifications.

6. The dates for the commencement and termination of a child rearing leave shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school.

ARTICLE X: HOURS OF WORK

A. Adverse Weather:

1. Weather shall be determined to be adverse on all days when the Superintendent has made a decision that the schools are to be closed and the students are not to report to their respective buildings. When the Superintendent makes a decision to close school due to adverse weather, employees shall not be required to report to work. An employee may choose to designate an adverse weather day as a day of vacation and be paid for the day. Ten or eleven month employees may report, work and be paid with the immediate supervisor's approval. However, an employee's number of paid contract days will not be diminished due to adverse weather.

2. On days when the Superintendent has made a decision to close schools early due to adverse weather, an employee may opt to leave the building after student dismissal and be paid for hours actually worked or work regular hours and receive a full day's pay.

3. On days when the Superintendent has made a decision to start schools late due to adverse weather, employees may opt to report one half hour before school begins and be paid for hours actually worked or work regular hours and receive a full days' pay.

B. Probationary Employees

All new employees will serve a sixty (60) day probationary period. The termination or retention of probationary employee is entirely within the discretion of the employer. The probationary period may be extended for up to sixty (60) days at the discretion of the administration.

C. Termination

Employees are expected to give at least two (2) weeks written notice should they decide to terminate their service.

D. Severance

After ten (10) years of continuous service, the employee will receive 100% of the following formula: current hourly average of all members of the FDSCEA unit times the number of hours worked per day times the number of unused sick leave days capped at one hundred twenty (120) days. For each additional year after the tenth (10th) year an additional $.01 will be added to the individual's hourly rate for severance. This will be capped at $.40. **This article will cover all employees hired prior to July 1, 2006.**

E. Employment

1. Overtime. All work required by the supervisor in excess of forty (40) hours in any one (1) work week shall be overtime and shall be paid at the rate of time and one-half (1 1/2) of the employee's regular straight-time hourly rate. In lieu of receiving pay for overtime hours worked, beyond the forty (40) hour work week, the employee and the supervisor may agree to compensatory time off at the rate of one and one-half (1 1/2) times the actual overtime hours worked. Compensatory time off shall be scheduled by mutual agreement with the employee's supervisor.

2. Lunch. All employees (6 hours or more per day) will be scheduled a duty-free thirty (30) minute unpaid lunch daily.

3. Breaks. A duty-free 15 minute break will be available in the morning and in the afternoon for employees who are scheduled to work a minimum of four (4) hours during that morning or afternoon.

4. Time Sheets. All employees will accurately implement all District defined processes and procedures for properly recording the actual hours worked for compensation.

   When registration is scheduled prior to the start of secretarial contracts, secretaries responsible for registration activities will be authorized to work one day prior to registration plus the actual days of registration. These days will be compensated by the use of **equal time off** which must be used prior to the end of the first semester.

ARTICLE XI: INSURANCE

A. A PPO 500 group health insurance policy at present coverage shall be made available to all eligible employees. The insurance program carrier shall be selected by the Board. Eligible employees desiring to be covered by the group health insurance policy will notify the Board in writing. The Board will pay the monthly single premium to cover the cost of said insurance for each eligible employee. Each eligible employee may insure his/her immediate family under the coverage afforded and the District shall pay one-third (1/3) of the dependent portion of the premium. The eligible employee shall pay any additional amount necessitated to pay the monthly premium, which amount shall be deducted each and every month during the eligible employee's pay period.

B. The Board shall provide each employee a description of the group health coverage provided herein and shall assist in providing insurance information in the form of applications.

C. A group long-term disability insurance policy at present coverage shall be made available to all eligible employees. The Board shall select a carrier and pay the monthly premium for each eligible employee desiring such coverage.

D. A group dental insurance policy at present coverage shall be made available to all eligible employees. The Board shall select a carrier and shall pay the single premium cost for each eligible employee desiring such coverage. Providing carrier eligibility requirements are met, each eligible employee may insure his/her immediate family under the coverage afforded. The eligible employee shall pay the additional amount necessitated to pay the dependent portion of the monthly premium, which amount shall be deducted each and every month from the eligible employee's pay.

E. A group term life insurance policy, insuring each eligible employee with **$50,000** group term life insurance will be made available to all eligible employees. The Board will select the carrier and will pay the annual single employee premium cost for each eligible employee desiring such coverage. Eligible employees will notify the Board in writing of their desire to be covered by this term life insurance coverage and the Board will assist in providing insurance information in the form of applications and a description of the policy. Each eligible employee will have the option of purchasing an additional $25,000 of life insurance with the cost of same being borne by the eligible employee. In addition, each eligible employee may insure his/her immediate family in the amount stated in the master policy for this type of coverage, and the eligible employee shall pay the additional amount necessitated to pay the annual premium, which amount shall be deducted on a prorated basis each and every month during the eligible employee's pay period.

ARTICLE XII: WAGES

A. Dues Deduction

1. An employee who is a member of the Association or who has applied for membership, may sign and deliver to the Board authorization for payroll deduction of Association dues. The authorization for the Association's dues deductions shall continue from year to year unless revoked in writing by a thirty (30) day notice to the Board of Education. Expenses for producing and distributing the forms shall be done by the Association.

2. The Board agrees, pursuant to receipt of the dues deduction authorization, to deduct in equal installments the total annual dues from sixteen employee regular paychecks (October – May) and remit same promptly to the Association. Employees who begin dues deduction after the first paycheck in October, shall have total dues prorated on the basis of remaining paychecks through May. The Association agrees to indemnify and hold harmless the Fort Dodge Community School District, the Board, each individual Board member, and all administrators and employees against all claims, suits, or other forms of liability arising out of the provisions in this agreement between the parties for dues deductions.

B. Length of Service

1. An increment of five cents ($.05) per hour will be added to each employee's job wage rate at the beginning of the years listed on the chart below for years of continuous service. Increment increases are made effective on July 1, following such anniversary date.

Increments:	Beginning of	Amount
	Year 3	5 cents
	Year 6	5 cents
	Year 8	5 cents
	Year 10	10 cents
	Year 12	10 cents
	Year 15	15 cents
	Year 18	10 cents
	Year 20	15 cents
	Year 25	10 cents
	Year 30	5 cents
	Year 35	5 cents
	Year 40	5 cents

C. Paychecks

1. Each employee shall submit a weekly time sheet to the payroll clerk, showing hours actually worked. The time sheet must show the time absent for personal illness or any other reasons. Falsification of a time sheet shall be considered grounds for immediate dismissal.

2. Payday will be every two (2) weeks. During the school year, paychecks are sent to respective buildings via school delivery. During the summer, paychecks are put in the post office mail. If the payday is a holiday, the paychecks will be delivered one day earlier or the last working day prior to the holiday.

3. Beginning Wage Rates

a. **Hourly Wage Rates**

	2005-06	**2006-07**
Category 1	$9.43	**$ 9.53**
Category 2	$9.98	**$10.08**

Each category base wage will increase by 1/2 of the regular hourly wage rate increase granted.

b. **Wage Categories**

Category 1	Secretary/Clerical
Category 2	Bookkeeping/Accounting

The regular wage rate for the 2005-2006 year will reflect a $.50 per hour increase across the board. **For the 2006-07 year the regular wage rate increase will be $.20 per hour across the board.**

4. The District may hire an individual above the stated starting wage for each category, however, every individual in the affected category that would fall below the new starting wage will be increased to the new starting wage at the same time as the new employee.

5. Employees that are requested to use their own automobiles in the performance of their duties shall be reimbursed for such travel at the rate per current IRS standards per mile. Claims for payment of mileage shall be submitted according to Board of Education policy.

6. The District will transfer Tax Sheltered Annuity payments on pay dates. Employees wishing to exercise an electronic transfer option must notify the district and complete all necessary paperwork.

7. Bonus Day. An employee who misses no time from work, other than scheduled vacation, will be awarded an additional day's pay at the end of the contract year. Contract year will be defined as July 1st through June 30th.

ARTICLE XIII: GRIEVANCE

A. A "grievance" shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement.

B. Each employee or the Association shall have the right to present grievances in accordance with these procedures. A grievance filed by the employee or the Association, shall be filed within ten (10) working days of the date of occurrence of the event giving rise to the grievance and shall contain the information set forth in Step 2. An association grievance shall be filed directly with the Superintendent (Third Step). The Association or its ISEA representative has the right to be present at all levels of the grievance procedure.

C. The failure of a grievant to act on any grievance within the prescribed time limit shall act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement, however.

D. First Step. An attempt shall be made by the grievant to informally discuss the alleged violation of the contract with his or her immediate supervisor.

E. Second Step. If the grievance cannot be resolved informally, the grievant shall file the grievance in writing within ten (10) working days from the date of the occurrence of the event giving rise to the grievance and at a mutually agreeable time discuss the matter with the immediate supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged violated, and shall set out the remedy requested. The immediate supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within ten (10) working days after receipt of the grievance.

F. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file within ten (10) working days of the immediate supervisor's written decision at the Second Step or the exhaustion of the timelines, whichever is earlier, a copy of the grievance with the Superintendent. Within ten (10) working days after filing, the grievant and the Superintendent or Superintendent's designee shall meet to attempt to resolve the grievance. The Superintendent or Superintendent's designee shall file an answer within ten (10) working days of the meeting and communicate it in writing to the grievant or the Association.

G. Fourth Step. If the grievance is not satisfactorily resolved at the Third Step, there shall be available a Fourth Step of grievance mediation. The grievant or the Association may submit a request in writing to the Superintendent within ten (10) working days of the date of the decision at the Third Step, or the exhaustion of the timelines, whichever is earlier. Both the District and grievant or Association must agree to participate with mediation, pay ½ mediation costs, and put further timelines on hold until mediation process is completed. If a settlement is not reached, proceeding to an arbitration hearing is still an option. Neither party is held to an offer of settlement made during the mediation process.

H. Fifth Step. If the grievance is not satisfactorily resolved at the Fourth Step, there shall be available a Fifth Step of binding arbitration. The grievant (and the Association if not the grievant), may submit a request in writing to the Superintendent within (10) working days of the date of the decision at the Fourth Step, or the exhaustion of the timelines, whichever is earlier, for the selection of an arbitrator to hear the grievance. The parties shall try to agree upon an arbitrator. If they cannot agree, then either party may request the PERB to submit a list of seven (7) arbitrators from which each party will alternately strike three (3) names and the remaining listed person shall serve as the arbitrator. The grieving party shall make the first strike.

I. The arbitrator shall render a decision within a reasonable period of time and within thirty (30) days if possible.

J. The arbitrator in the decision shall not amend, modify, nullify, ignore or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to arbitration by the District and the Association, and the decision must be based solely and only upon the interpretation of the meaning and application of the express, relevant language of the agreement.

K. The cost of the arbitrator and expense of the hearing shall be borne equally by the parties. Expenses incurred by a party in preparation or presentation of the case shall be solely the expense of that party.

L. If a grievance arises during summer vacation or if the processing of a grievance extends into summer vacation, timelines references to "working days" shall read "calendar days excluding weekends and holidays."

ARTICLE XIV: IN-SERVICE

A. The Secretarial/Clerical Education Association will be represented on an in-service education committee with administration and employee representation as a means by which items for in-service education programs will be determined. The administration may coordinate this committee with existing teacher or administrative in-service committee(s).

B. The in-service education committee shall consist of representative(s) appointed by the Association and representative(s) appointed by the administration. An administrative appointee shall serve as chairperson.

ARTICLE XV: VACATIONS AND HOLIDAYS

A. Vacations.

	After 1 year	After 2 years	After 5 years	After 10 years	After 20 years
10 month secretary	3 days	5 days		6 days	
11 month secretary	5 days	7 days		9 days	
12 month secretary	5 days	10 days	15 days	20 days	25 days

Stipulations for use of vacation time:

1. Certain periods, as defined below, will be unavailable for vacation time:

   First week of school – this is defined as the first day that teachers are required to report through the first 5 days school is in session.

   Last week of school – this is defined as the last week in which students have classes through the last day of teacher checkout.

   School registration – this is defined as the day before registration for preparation and actual days of school registration. This only includes staff involved in the registration process.

2. Vacations not exceeding two (2) days must be approved at least one (1) day in advance (noon).

3. Vacations exceeding two (2) days must be approved one (1) week (5 school days) in advance.

4. Vacation days can not be used to extend contracted days.

5. **Due to extenuating circumstances, vacation time may be mutually agreed upon by the immediate Administrator/Supervisor and the employee.**

B. Holidays. All school buildings and offices are closed on the following holidays. If the holiday should fall on a Saturday or a Sunday, it is observed on the following Monday. The holidays are as follows:

New Year's Day	-	January 1
Memorial Day	-	last Monday in May
Independence Day	-	July 4
Labor Day	-	first Monday in September
Thanksgiving Day	-	last Thursday in November
Christmas Day	-	December 25

Additional closings will be as follows:

Good Friday
Friday following Thanksgiving Day
The last working day before Christmas, unless it falls on a school day, then it will be the next workday following Christmas Day.
The last working day before New Year's Day

Pay for the holidays will be granted only if the holiday falls in the employee's designated working period.

12-month employees are eligible for the paid holidays listed above.

11-month employees are eligible for the paid holidays listed above with the exception of Independence Day – July 4.

Secretaries/clerks who are contracted for 10 months or less will receive the following as paid holidays:

Thanksgiving Day
Friday following Thanksgiving Day
Memorial Day
Good Friday
The last working day before Christmas, unless it falls on a school day, then it will be the next work day following Christmas Day.
Christmas Day
New Year's Day
The last working day before New Year's Day.
Labor Day

ARTICLE XVI: COMPLIANCE AND DURATION

A. Separability. Should any article, section or clause in this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, or clauses shall remain in full force and effect.

B. Printing. Copies of this agreement will be printed by the Board and made available to the Association. The cost of printing shall be shared equally between the parties.

C. Duration. This agreement shall be effective **July 1, 2006**, and shall continue in effect through **June 30, 2007**.

D. Signature Clause. In witness whereof, the parties hereto have caused this agreement to be signed by their respective representatives on the dates below set out.

3/24/06 — Norma Russell-Adsen
Date — Fort Dodge Secretarial/Clerical Education Association

3/29/06 — Linda Brodt
Date — Fort Dodge Community School District

It is the policy of the Fort Dodge Community School District not to discriminate on the basis of race, creed, color, national origin, gender, disability, religion, age or marital status in its programs, services, and employment practices. If you have questions or grievances related to this policy, please contact Marcy Harms, Director of Student Services, Arey Education Center, 104 South 17th Street, Fort Dodge, IA 50501, (574-5678) or contact the U. S. Department of Education Office for Civil Rights Midwestern Division, 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, MO 64153-1367. (Alternate for Section 504 is Lis Ristau, Director of Special Needs, 515-574-5675)

The District's Compliance Coordinator for Affirmative Action is Pam Rodewald. She can be reached at 574-5657 or 104 South 17th Street, Fort Dodge, IA 50501.

The District's Designated Investigator of Physical/Sexual Abuse of Students by School Employees is Marcy Harms. She can be reached at 574-5678 or 104 South 17th Street, Fort Dodge, IA 50501. The alternate is Corey Moody. He can be reached at 574-5469 or 819 North 25th Street, Fort Dodge, IA 50501.

The District's Grievance Officer for Harassment Complaints and Allegations is Marcy Harms, Director of Student Services. She can be reached at 574-5678 or 104 South 17th Street, Fort Dodge, IA 50501.

Revised: 05/05

Letter of Understanding

It is agreed to by both the Association and the School District if the Fort Dodge Community School District takes back control of the Food Service Department, the secretary/clerical position in that department will revert back to a Category 1 position.

3/24/06
Date

Fort Dodge Secretary/Clerical Education Association

3/24/06
Date

Fort Dodge Community School District