MASON CITY CSD/PPME #2003 (SECR-CLERICAL) 06-07

AGREEMENT

BETWEEN

MASON CITY
COMMUNITY SCHOOL
DISTRICT

AND

PUBLIC, PROFESSIONAL, AND MAINTENANCE EMPLOYEES,
LOCAL 2003

7/1/06 to 6/30/07

PREAMBLE

This agreement is entered into between the Mason City Community School District and Public Professional and Maintenance Employees Local 2003, International Union of Painters and Allied Trades and represents the complete and final agreement on all bargaining issues.

ARTICLE 1: RECOGNITION

The employer hereby recognizes the Union as the exclusive bargaining representative for, and limited to, the appropriate bargaining unit as determined and ordered by the Iowa Public Employment Relations Board in case No. 6681 issued by the PERB on the 28th day of October, 2003.

Included: All secretarial/clerical staff.

Excluded: Secretary to Superintendent of School, Secretary to Assistant Superintendent, Secretary to Supervisor of Special Education, Secretary to Personnel Director and Supervisor of Instructional Programs, Purchasing Clerk, Payroll Clerk, Cashier/Secretary in Business Office, High School Office Manager and all other excluded by Iowa Code section 20.4.

ARTICLE 2: DEFINITIONS

The term "school district," as used in this Agreement, shall mean the Mason City

Community Schools, in the County of Cerro Gordo, State of Iowa, its Board of Directors; or its duly authorized representatives.

The term "Union", as used in this Agreement, shall mean the Public Professional and Maintenance Employees Local 2003 or its duly authorized representatives.

The term "employee," as used in this Agreement, shall mean all persons included in the bargaining unit.

The term "Superintendent", as used in this Agreement, shall mean the Superintendent of Schools of the Mason City Community School District or designee.

The work year for full-time ten-month secretarial/clerical personnel shall be 1584 hours.

The work year for full-time twelve-month secretarial/clerical personnel shall be 2021 hours.

Regular full-time employees are defined as those employees who are regularly scheduled twenty-five (25) or more hours per week, both ten (10) and twelve (12) month employees.

Family Member: For the purposes of this contract, immediate family members are defined as follows: mother, father, stepmother, stepfather, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, son in law, daughter in law, sister-in-law, brother-in-law grandparent, grandchild or step members of the family or employee's spouse

ARTICLE 3: GRIEVANCE PROCEDURE

In this Agreement, the term "grievance" means a claim that there has been a violation, misinterpretation or misapplication of any specific provision of this Agreement.

In order to try to resolve grievances at the lowest level, the employee will first discuss the matter informally with their immediate supervisor.

If the grievance is not settled, employee may then discuss the matter informally with the Director of Personnel.

If the grievance is still not settled, it shall be reduced to writing and submitted to the Superintendent or designee within fifteen working days following the decision reached at the second meeting. The Superintendent or designee shall give a written decision within fifteen working days.

If the parties reach an agreement at any Level above, whether formal or informal, the matter shall be deemed fully and finally resolved. If a decision is not made by the Administrator within fifteen working days, the matter will be deemed to be fully and finally resolved in favor of the employee. The employee must initiate these procedures within fifteen working days following the event or condition giving rise to the grievance and if employee does not do so, or if employee fails to appeal an adverse decision to the next higher level within fifteen working days after such a decision, the grievance shall be deemed to be fully and finally resolved in favor of Employer.

Arbitration: If the grievance has not been settled at any of the above Levels and the Union decides to submit the same to arbitration, then within fifteen working days, the Union shall so notify Employer. The Union Business Representative or designee and the Superintendent of Schools or designee shall meet and endeavor to agree upon a single neutral arbitrator. If they cannot agree within three (3) working days either party may request the PER-Board to provide a list of five (5) qualified arbitrators. The parties shall then determine by lot who shall first strike a name from the list, the loser striking the first name, the winner striking the fourth name. The fifth name remaining shall be the arbitrator. The arbitrator so chosen will schedule and call such meetings as are necessary to hear and adjudicate the grievance.

With the approval of the Employer, an employee may take time off from the work day to process a grievance; however, the employee shall not be paid for such time off except when a Grievance Meeting is called by the Employer during working hours.

The arbitrator shall have no power or authority to amend, add to, modify, expand, or in any other way change any provisions of the Agreement. The decision of the arbitrator shall be within the authority herein granted, according to law, in writing and shall include the reason for each finding and conclusion. The decision of the arbitrator shall be final and binding on the parties.

Fees and expenses of the arbitrator shall be shared equally between the Employer and the Union. Each party shall be responsible for any other costs incurred or related to the respective party's participation in the grievance procedure.

ARTICLE 4: SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative of judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 5: DUES DEDUCTION

The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the first of the month after such deductions are made. This statement shall additionally include the address of each employee. The employee may terminate payroll deduction of Union dues by a written request to that effect at least thirty (30) days in advance of the desired termination date.

Sample authorization for payroll deduction:

By:_____

Last Name First Name Middle Name

To:_____

Employer Department

Effective: _____

Date

Signature: _____

All employees that belong to the Union will pay either $15.00 or two (2) hours of pay, whichever is greater, in Union dues monthly. The Union agrees to hold the Employer harmless from any liability incurred by the deduction of Union dues or initiation fees from the wages of any employees in the bargaining unit as provided in this Article.

ARTICLE 6: MANAGEMENT RIGHTS

Public employers shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.

Exercise all powers and duties granted to the public employer by law

ARTIBLE 7: MEDICAL EXAMINATIONS

At three-year intervals, unless required more frequently, employees shall have a medical examination certifying the fitness needed to perform assigned tasks. The cost of the exam for secretarial/clerical personnel is reimbursed up to $75. Written report of the examination is to be filed with the Director of Personnel.

When requested by the Superintendent, employees whose fitness to perform assigned tasks is in doubt shall complete a required medical examination with costs for such examination paid by the district.

If the medical examination requirement is not met within 30 days of the notification of the requirement, a warning will be given. The employee will be given an additional thirty (30) days to obtain the medical examination. Failure to comply by the seventy-fifth (75th) calendar day following the anniversary date of the medical exam will result in forfeiture of entitlement to any reimbursement of medical exam costs. Personnel may be placed on leave of absence without pay pending completion of the medical exam requirements.

ARTICLE 8: JURY DUTY

Secretarial/clerical employees selected to serve on a jury or as a witness in court proceedings will continue to receive their regular salary provided income (except for travel and subsistence payments) received for jury duty is turned over to the school district. In the event income from such duty exceeds regular wages, the employee may elect to reject the school check. An absence slip shall be filed along with a statement from the court or attorney showing dates served and money paid.

ARTICLE 9: EMERGENCY LEAVE

Emergency leave with pay may be granted to a secretarial/clerical employee at the discretion of the Superintendent. The permission to use this leave may be granted after the reason or set of unusual circumstances have been reviewed by the supervisor.

ARTICLE 10: LEAVE WITHOUT PAY

An employee may request leave without pay at the discretion of the Superintendent or his/her designee. In the case of a leave that is covered by the Family Medical Leave Act, the Union and the Employer agree to waive the above mentioned and abide by the terms of the Family Medical Leave Act.

ARTICLE 11: HOLIDAY PAY

Holidays Recognized:

The following holidays are recognized as holidays under this Labor agreement:

Fourth of July
Labor Day
Thanksgiving Day
Friday after Thanksgiving.
Christmas Day
New Years Day
Memorial Day
Tuesday after when Christmas and New Years fall on Monday
Monday before when Christmas and New Years fall on Tuesday
Monday and Tuesday preceding Christmas only when Christmas falls on Wednesday
Friday after when Christmas and New Years fall on Thursday
Thursday before when Christmas and New Years fall on Friday
One day during Spring break
One holiday to be approved by Employer for all employees

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday will be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Personal Days:

Two (2) day per year of leave shall be available to each employee to conduct personal affairs, which cannot be transacted during out-of-school hours. Employees will not be required to cite the reason for personal leave. Arrangements must be made three (3) days in advance, when possible, with the employee's immediate supervisor and permission will be granted if the absences will not impede the progress of the school's program. This leave may be used in ½ day increments.

ARTICLE 12: VACATION

Employees are entitled to a vacation on the following basis:

Each employee's vacation benefits will be computed to July 1st of each year.

Ten days of vacation are awarded after completing the first year of employment
Fifteen days of vacation are awarded after completing eight years of employment
Twenty days of vacation are awarded after completing sixteen years of employment

(During an employee's first year of employment, employees may use up to one (1) week of their ten day award which they would receive after completing their first year of employment.

Vacation shall be awarded on July 1st of each year. Vacation shall be used by September 1 of the subsequent year. However, up to one week may be carried over to the following year, subject to

the approval of the employee's immediate supervisor. Tenure for paid vacations shall be determined by your date of hire. Any vacation taken shall be of at least ½ day in length.

Vacation leave shall be taken in a minimum of four-hour increments. Officially designated holidays falling within a period of vacation leave will not be counted against vacation time.

Scheduling of vacation time shall be mutually agreed upon between the employee and the Employer prior to its usage. Any request(s) that are denied shall state in writing the reason for the denial.

Vacation rights: Employees who are laid off, discharged, retired or who resign prior to taking their vacation shall be compensated for earned vacation unused by the employee at the time of the separation.

ARTICLE 13: SICK LEAVE

Secretarial/clerical personnel are entitled to sick leave allowance of full salary for seventeen (17) days for each year of employment, cumulative to a maximum of one hundred-thirty (130) days of sick leave.

Wellness Bonus

Employees that do not use sick leave in a school year will be paid a bonus of $100.00.

ARTICLE 14: OTHER LEAVES

Funeral Leave for the Immediate Family:

All full-time and part-time employees shall receive funeral leave for a defined family member, of five (5) days.

Funeral Leave for Others

All full-time and part-time employees shall receive up to one (1) bereavement days per fiscal year for funerals of close friends or other relatives and may be used in one-half (1/2) day increments

Worker's Compensation Benefits

All secretarial/clerical employees are covered by Worker's Compensation Insurance. This insurance provides coverage for medical expenses and disability compensation for accidents occurring while the employee is on the job. All accidents that occur while on duty are to be reported to the employee's immediate supervisor at the earliest possible moment. There is a three-day waiting period between the onset of the accident and the beginning of compensation benefits. Worker's compensation insurance provides approximately 60% of take home spendable earnings. Employees shall receive his/her full salary for time missed as a result of an on-the-job accident. Any time used to supplement worker's compensation will be deducted from sick leave pay. The employee's accumulated sick leave will be reduced proportionate to the supplemental payments.

Family Illness or Injury:

Up to two (2) days of leave (may be used in ½ day increments) shall be allowed for illness of the employees mother, father, spouse, son, daughter, mother-in-law, father-in-law, son in law or daughter in law. Step members of the family are also included in this section.

ARTICLE 15: WORK WEEK, BASIC HOURS, AND PAYROLL PERIOD

Secretarial/clerical employees shall be paid in twelve (12) equal installments on the first day of each month. When a pay date falls on a weekend or holiday, the payroll shall be distributed after 3:00 p.m. on the last previous working day for the Business Office.

Hours worked shall be between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday. Changes during the school year will be mutually agreed upon by the employee and employer.

The building administrator will schedule his/her office to ensure that phone calls/visits will be responded within the school day. If a building has more than one secretary/clerical employee, every effort shall be made with the Principal in the assignment of starting and ending times.

If classes are cancelled or delayed due to weather conditions, employees shall be paid for hours actually worked, with a minimum of two (2) hours pay.

The Employer shall grant, with pay, one (1) rest period for employees that work a shift of four (4) hours or more and two (2) rest periods for employees that work a shift of six (6) hours or more. All rest periods will be fifteen (15) minutes duration.

The lunch period for employees shall be thirty (30) minutes, duty-free, non-paid period. The lunch period may be extended by mutual agreement of the employee and his/her supervisor.

All hours worked in excess of forty (40) hours per week or any hours over the employee's contracted hours shall be paid at the overtime rate of one and one-half times (1 ½) the employee's normal rate of pay. All overtime must be approved in advance by the supervisor and/or superintendent or their designee. Assigned overtime shall be performed by the employee who does the work during the normal workday, unless mutually agreed upon.

Compensatory time may be available with approval of the supervisor.

Compensatory time earned will be used within a reasonable time.

All secretarial/clerical personnel are required to record actual hours worked each day on a time sheet. Completed time sheets shall be turned in at the end of each month to the building administrator or department supervisor. Time sheets will be retained for at least two years.

ARTICLE 16: SENIORITY

Seniority shall be defined as the length of continuous employment with the Employer.

Probationary Period

A new employee employed as a regular full-time or a part-time employee shall work under the provisions of this Agreement but shall be considered as a probationary employee until they shall have worked for the District a period of 90 calendar days. Probationary employees shall be entitled

to the same fringe benefits under this Agreement as non-probationary employees. Discharge during the probationary period is not subject to the grievance procedure, nor does it give rise to any other right to claim or relief on the pare to such employee. Upon completion of the probationary period, the employee shall be placed upon the regular seniority list as of date of hire.

The Employer upon request, or at least once a year, shall furnish the Union with a current seniority list covering all employees.

Seniority shall be deemed broken by discharge, voluntary quit, retirement, and failure to return upon recall or expiration of leave of absence or unexcused absence in excess of three working days or more than one year lay off.

For purposes of re-assignment or a transfer to a vacancy in a department/building, clerical personnel shall be considered a District wide classification. The employer shall consider seniority and qualifications. If two (2) or more employees have qualifications that are relatively equal, seniority shall determine who will transfer or fill the vacant position. Transfers of less than thirty (30) working days duration shall be presumed to be temporary and do not need to be posted.

In cases of reduction and restoration of forces, seniority shall govern provided the remaining employee meets the qualifications for the position.

Posting: Job postings will include job classifications, building, hours per day, days per year, rate, and qualifications to be considered for the job opening and the date the posting will be filled. During this period, employees who wish to apply may do so in writing and this shall be submitted to the Personnel Director. All vacancies and/or newly created job classifications will be posted on employee bulletin boards for a period of five (5) workings days.

ARTICLE 17: INSURANCE

Health insurance:

The Employer will make available to each employee a health insurance policy with the following benefits:

Current Plan: Wellmark Blue Cross/Blue Shield of Iowa
Deductibles: $500 single - $1000 family
Coinsurance: 90/10 in network - 80/20 out of network
Out of Pocket Maximum: $1000 single - $2000 family

Life and Major Medical Insurance Benefits

Secretarial/clerical personnel regularly employed for 25 hours or more per week are provided, at district cost, $25,000 term life insurance and employee major medical insurance coverage.

Such insurance shall be effective on the first day of the calendar month coinciding with or next following the employee's date of employment with the district. Insurance will terminate on the last day of the calendar month in which employment terminates, or the date an employee is no longer eligible.

Disability insurance:

The Employer will provide Long Term Disability coverage for eligible employees based on three (3) consecutive months qualifying period. Benefits based on 60% of covered monthly salary - $3000/month maximum benefit according to policy now in effect.

The Employer shall provide year round single insurance for all employees. The Employer shall withhold from the employee's payroll check any payments due for insurance. Rate changes shall be effective on the 1st day of September in each year.

ARTICLE 18: MISCELLANEOUS

Employee Assistance Program

The Employee Assistance Program (EAP) of the Mason City Community School District is an additional support for employees to resolve personal, family, or job-related problems. A district brochure has the phone number and the contact person to seek assistance. This confidential, non-intrusive objective assistance is contracted with an off-site provider. The only information received by the district is the number of employees who have availed themselves of the program.

In-service Training

Secretarial personnel will be given the opportunity to suggest in-service activities that are job related or tied to district goals. A survey will be taken at the start of the school year to gather information

Iowa Public Employees Retirement System Benefits

Payroll deductions for IPERS shall be made at the rate required by law on income earned each calendar year. The employee contributes a percentage of gross earnings and the district also contributes a percentage.

Federal Social Security System

Payroll deductions for social security or FICA taxes shall be made at the rate required by law on income earned each calendar year with the amount withheld from the employee's income matched by the school district. Contact the local Social Security Office for personalized details.

Payroll Deductions

There are two types of payroll deductions, mandatory and optional. The mandatory deductions are federal social security (FICA), Iowa Public Employee Retirement Act (IPERS), federal income taxes and state income taxes. Optional deductions consist of United States Series "E savings bonds, life and major medical insurance for dependents, tax-sheltered annuity, A.C.E. Credit Union, and contributions to United Way of North Central Iowa. Any questions about the payroll and payroll deductions should be directed to the Business Office

Employee Evaluations

The work of employees is formally evaluated each year. The evaluation shall be reviewed with each employee. This standard is part of the state regulation for secretarial/clerical employees

Wellness Program

The wellness program is provided by the district to support a healthy lifestyle among school district employees. Programs and classes are available to all full-time Personnel.

ARTICLE 19: EFFECTIVE DATE

Contract period:

This Agreement shall be in effect as of the 1st day of July, 2006 and shall remain in full force and effect until the 30th day of June, 2007.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____day of _____, 2006.

MASON CITY COMMUNITY SCHOOL DISTRICT	PUBLIC, ROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL UNION #2003
By:	By:
By:	By:
By:	By:

EXHIBIT A

Salary Schedule 2006 - 2007

A 1st Year	B 2nd Year	C 3rd Year	D 4th Year Through 8th Year	E 9th Year Through 16th Year	F 17th Year and Beyond
$12.10	$12.97	$13.39	$13.79	$14.02	$14.26

All employees shall be on the scale with the exception of the information specialist who shall be paid an additional $ .50 per hour over his/her appropriate placement on the wage scale in accordance with their number of years of service.

Longevity

	Twelve-Month Employees	Ten-Month Employees
After 5 Years	$150.00	$125.00
After 10 Years	$300.00	$250.00
After 15 Years	$450.00	$375.00
After 20 Years	$600.00	$500.00
After 25 Years	$750.00	$625.00

The Employer shall provide $50.00 every year for vision exams, contacts and/or glasses.