Mt. Pleasant CSD AFSCME Council 61 (Support) 7/1/2006 6/30/2007

MT. PLEASANT CSD/AFSCME (SUPPORT) 06-07

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PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT BETWEEN
MOUNT PLEASANT COMMUNITY SCHOOL DISTRICT

AND

AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES
IOWA COUNCIL 61, LOCAL 3865

EFFECTIVE JULY 1, 2006 TO JUNE 30, 2007

ARTICLE I
AGREEMENT AND RECOGNITION

Section 1. This Agreement is entered into the first day of July, 2004, by and between the Mount Pleasant Community School District, hereinafter referred to as the Employer, and Local 3865, American Federation of State, County and Municipal Employees, hereinafter referred to as the Union.

Section 2. Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent for all personnel described in the Iowa Public Employment Relations Board Certification Order issued in Case No. 6303.

ARTICLE II
DUES DEDUCTION

Section 1. Dues Deduction. The Employer agrees to deduct Union dues once each month from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the appropriate officer of the Union and the aggregate deductions of all employees shall be remitted to the Union by the 15th day of the succeeding month after such deductions are made. Due deduction forms will be provided by the Union. Termination of payroll deduction of Union dues shall be upon thirty days written notice provided by the employee to the Employer. Dues deduction cards will remain in effect unless and until canceled by the employee upon thirty days notice.

Section 2. Hold Harmless. The Union agrees to indemnify and hold harmless the Employer against any and all claims, losses, expenses and costs directly or indirectly arising out of the applications of the provisions in this Agreement between the parties for dues deductions.

ARTICLE III
GRIEVANCE PROCEDURE

Section 1. Purpose. The purpose of this Article is to provide a method of prompt and equitable settlement of employee grievances. The Employer and Union agree that those proceedings shall be as informal and confidential as may be appropriate at any level of the procedure and agree to attempt to resolve all grievances informally at the lowest possible level.

Section 2. Definitions of Grievance. A grievance is defined as a claim by an employee which alleges a violation of the terms and conditions of this Agreement.

Section 3. Procedure. Grievances shall be processed according to the following steps:

Step 1 (informal). An employee with a grievance shall first discuss it with his or her immediate supervisor or designee within five (5) days after the date the grievant knew or should have known that the violation occurred. Any discussion between an employee and his or her supervisor or designee wherein the employee does not identify the discussion as pertaining to a grievance shall not be deemed to be Step 1 in the grievance process. Further, at any informal grievance meeting, the employee shall identify the Section or Sections of this Agreement claimed to be violated.

Step 2 (formal). If as a result of the informal discussion with the supervisor or designee at Step 1, a grievance still exists, the Union may invoke the formal grievance procedure. A written grievance claim shall be delivered to the Director of Building and Grounds or Building Principal within ten (10) days from the time of the Step 1 meeting. The Director of Building and Grounds or Building Principal shall indicate his or her disposition of the grievance in writing within ten (10) work days of the presentation of the formal grievance. If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the ten (10) day period, the grievance may proceed to Step 3.

Step 3. The Superintendent or Superintendent's designee shall meet with the grievant and the Union within ten (10) work days of the receipt of the grievance presented at Step 3. The Superintendent or designee shall indicate a disposition in writing within ten (10) work days following that meeting and shall furnish a copy of the same to the Union. If the grievance still remains unresolved, the Union may appeal the grievance to Step 4 (Arbitration) by serving written notice to the Employer within ten (10) work days of receipt of the Step 3 disposition.

Step 4 (arbitration). Arbitration proceedings shall be available for grievances not resolved at Step 3 as follows: the Union and the Employer will meet upon request and agree, if possible, upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator either party or the parties acting jointly shall request the Iowa Public Employment Relations Board to provide a five-member panel list of arbitrators. Both the Employer and the Union shall have the right to reject two complete panels and to strike two names from a third panel list. By coin toss the parties will determine which party will strike the first name and names shall then be alternately stricken until one arbitrator remains. The remaining person shall be the arbitrator designated to hear and determine the grievance.

The arbitrator shall have no authority to add to, subtract from, change, modify or amend any of the provisions of this Agreement or to render a decision on any matter reserved to the discretion of the Employer or the Union. The decision of the arbitrator shall be final and binding upon all parties to this Agreement provided said decision does not exceed the arbitrator's jurisdiction or authority set forth above.

The cost of the arbitrator and expenses of the hearing shall be shared equally by the parties. The costs of any transcripts shall be borne by the party requesting the same without the necessity to furnish a copy to the other party, unless the parties agree to mutually to share the entire cost of transcripts.

ARTICLE IV
SENIORITY

Section 1. Definition. Seniority shall be determined by the number of consecutive years of full time or regular part time employment in a bargaining unit position since the employee's last date of hire. Employees who are laid off or on duly authorized leaves do not lose or gain seniority during such periods. Regular part time employees or employees who are hired during the year shall be entitled to credit for length of service in the same proportion that time regularly worked by such employees bear to the time regularly worked by full time employees or employees hired for the entire year.

Section 2. Probationary Employee. (New) probationary employees shall be added to the seniority list ninety (90) calendar days after the date of hire. The ninety (90) calendar days probationary period may be reduced at the discretion of the Employer. Probationary employees may be released from employment during their probationary period without access to the grievance procedure.

Section 3. Seniority lists. The Employer shall prepare seniority lists as defined in this Article and those lists shall be furnished to the Union secretary and posted in all buildings by November 1 of each year. Seniority lists shall be updated annually and contain each employee's name, job classification and seniority date.

Individual employees or the Union shall have twenty (20) days after receipt of the seniority list by the Union to notify the Employer of error or omissions. Employer refusal to correct claim errors or omissions shall be subject to the grievance procedure.

Section 4. Job Classification. Each employee will be assigned to a job classification. The classifications are listed as follows: (a) Maintenance; (b) Custodian; (c) Regular Education Para-educator; (d) Special Education Para-educator; (e) Media Para-educator; and (f) Special Education One-on-One Para-educator.

ARTICLE V
STAFF REDUCTIONS

Section 1. Order of Reduction. In the event it becomes necessary to reduce full-time employees for any reason, those employees shall be reduced in the inverse order of their seniority within their job classification. In the event it becomes necessary to reduce regular part-time employees for any reason, those employees shall be reduced in the inverse order of their seniority.

The length of a contract for a Special Education One-on-One Para-educator will depend on the attendance of the child. In the event the child withdraws from school, or is staffed out of the program, the para-educator's contract will be terminated. The employee may be reassigned to another student if a vacancy exists. The district shall have sole discretion to determine if the employee is qualified to fill the vacancy.

Section 2. Recall. Employees shall be recalled from reduction in force according to their Job Classification (Article IV, Section 4). Any employee laid off pursuant to this Article shall have, for a period of two (2) calendar years from the effective date of the original layoff, the right to be recalled. Employees laid off must inform the Employer of their current address. Employees who desire not to be included in the recall pool shall so inform the Employer in writing.

Employees do not lose or gain seniority during the period of layoff. An employee with recall rights may continue insurance benefits at the employee's option. The employee shall pay premiums directly to the insurance carrier.

Section 3. Job Displacement Procedure. When a job is eliminated, an employee so affected by said elimination may use his/her seniority to move to any position presently filled by someone with less seniority, providing that said employee is qualified for said position.

When an employee is displaced by such action, that employee may use his/her seniority to move to any position presently filled by someone with less seniority, providing that said employee is qualified for said position. Each person displaced under this procedure will have the same rights except the most junior person who will be laid off (domino-bumping concept).

ARTICLE VI
TRANSFERS

Section 1. When a job is open (due to termination, transfer, or newly created position), the following criteria will be used to fill the opening: (a) needs and best interest of the district as determined by the administration; (b) qualifications and skills to perform the job; (c) performance evaluations over the past three years; (d) if all the above criteria are equal, length of service in the district will be the determining factor.

Section 2. Notice. During the school year the posting of vacancies shall occur in all buildings. Application for transfer to fill a position shall be made within ten (10) days of the posting.

During the summer months, vacancies will be posted in the Central Office Building.

ARTICLE VII
HOURS OF WORK

Section 1. Hours of Work - Custodians. The normal day shall be eight (8) hours. Employees may be required to perform other duties outside the normal work day as assigned by the Employer.

Section 2. Hours of Work - Para-Educators . The normal work day shall be seven and one-half (7 1/2) hours or as specified by contract. However, employees shall perform other duties outside the normal work day as assigned by the Employer, such as being in attendance during open house and parent teacher conferences and any other duty as deemed necessary by the Principal.

Section 3. Breaks. Employees will receive two (2) fifteen minute paid rest periods per day and scheduled with respect to custodians approximately the middle of each half day shift, and scheduled with respect to para-educators as may be determined by the educational needs of students.

Section 4. Meal periods. Maintenance and Custodian employees will be granted an unpaid meal period of thirty (30) minutes in duration. Para-educators will be paid for their thirty (30) minutes lunch period, but are subject to duties that may be assigned by the Building Principal.

Section 5. Overtime. All work performed in excess of forty (40) hours in one week shall be overtime work and shall be paid at the rate of time and one-half of the employee's regular straight time hourly rate. Any overtime work must be authorized in advance by the employee's immediate supervisor. Pyramiding of overtime is prohibited and payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work during the same work period. All overtime shall be computed on the basis of days actually worked within a forty (40) hour work week.

ARTICLE VIII
WAGES

Section 1. Wage determination. The salary of each employee covered by the provisions of this Agreement is set forth in Schedule A, Schedule B, and Schedule C, which is attached hereto and made a part thereof.

Section 2. Step Advancement. Each eligible employee on the salary schedule shall be granted one (1) vertical step on the schedule for the 2006-2007 year.

Section 3. Educational Credit. Para-educators with an AA degree or BA degree in education, or has received licensure as a para-educator from the state of Iowa, will receive an additional twenty-five cents ($.25) per hour. For the employee to receive credit for the additional twenty-five cents, the employee must file suitable evidence of the degree or licensure with the Superintendent no later than the Friday following Labor Day.

ARTICLE IX
INSURANCE

Section 1. Premiums. Premiums for the Employer endorsed plan shall be deducted from the salaries of employees. Full time employees, defined as working at least thirty (30) hours per week, shall be eligible for district sponsored insurance plan.

Section 2. Types of Insurance: Medical/Dental/Vision.

Each twelve (12) month employee (Maintenance, Custodial) will be provided with $425 per month toward district sponsored medical coverage. Part-time employees' coverage will be pro-rated based on the hours of employment. Para-educators will be provided with $250 per month toward district sponsored medical coverage. Part-time employees' coverage will be pro-rated based on the hours of employment.

All employees will be required to carry single medical coverage unless they present the district proof of other coverage through a spouse's group plan or through a self-employed spouse's plan.

If the employee presents the district with proof of coverage through a spouse's group plan or through a self-employed spouse's plan, the employee will be provided with $125 per month for maintenance and custodial staff and $100 per month for Para-educators to be applied to the following:

(a) Dental Insurance
(b) Vision Insurance
(c) Wrap Plan
(d) Unused dollars will be deposited into an employee's Flex Account

If the employee fails to provide proof of coverage through a spouse's group plan, the employee will forfeit the $125 per month (maintenance, custodial) and $100 per month (Para-educators), which may be applied to either: (a) Dental; (b) Vision; (c) Wrap; or (d) Flex Account.

Section 3. Coverage. The insurance program shall be available for twelve (12) consecutive months beginning on July 1 of each fiscal year. It shall be the responsibility of the employee to notify the business office of the Employer in writing if they desire to participate in or drop from any Employer provided insurance programs. Changes shall be subject to the provisions and requirements of the plan.

Section 4. Workers' Compensation. The employer will provide workers'

compensation insurance or benefits in accordance with the law of the State of Iowa.

The Employer contribution shall be in addition to the wages set out in Article VII of this Agreement and Appendix A, Appendix B, and Appendix C attached hereto.

Section 5. Life Insurance. The Employer will provide each employee with $20,000.00 Term Life Insurance.

ARTICLE X
VACATIONS

Section 1. All full-time, twelve (12) month employees who have served a full year (twelve months) will receive the following vacations:

a. One year - one week
b. Two years - two weeks
c. Ten years - three weeks
d. Twenty years - four weeks

Vacation time will be paid at the employee's regular straight time rate of pay and shall not include any overtime compensation calculation.

The Director of Buildings and Grounds shall establish a vacation schedule to include all employees and shall, to the extent possible, honor requests of employees for specific vacation time periods. Employees requests for vacation shall be in writing to the Director of Building and Grounds. The Director will answer vacation requests within five (5) working days of receipt.

Section 2. Accrual. Vacation time may not accrue from one year to the next year and except in cases of emergency, employees may not be employed for extra wages during vacation periods.

ARTICLE XI
HOLIDAYS

Para-educator employees shall receive the following paid holidays:
Labor Day
Thanksgiving
Christmas Day
New Year's Day
Memorial Day

Maintenance and Custodians employees shall receive the following paid holidays:
Independence Day
Labor Day
Thanksgiving and the day following
December 25 and 26
New Years Day and January 2
Good Friday
Memorial Day

ARTICLE XII
LEAVES OF ABSENCE

Section 1. Personal illness or injury. Employees shall be entitled to allowance of full salary for reason of illness or personal injury at a rate of fifteen (15) days per year cumulative to one hundred fifteen (125) days.

The Employer may require a doctor's statement confirming an illness. In cases involving worker's compensation, no individual shall receive more in payment during a period of disability than his/her total current salary.

Section 2. Parental. Except as hereafter modified, all policies, rules and regulations applicable to employees who are granted personal illness or injury leave shall be applicable to employees applying for maternity leave. Personal illness or injury benefits for maternity, to the extent of an employee's accumulated personal illness or injury leave, shall be paid during the time an employee is not capable of performing her duties.

As soon as can be medically determined, the employee shall give a written statement from her physician and notice to the Superintendent as to the projected dates of leave commencement and recommencement of duties.

If an employee desires to shorten or extend the time period initially specified as per the above paragraph, then the employee must furnish a statement to this effect from her physician and the employee's accumulated personal illness leave shall then apply to such extension.

Section 3. Illness in the family. Up to eight (8) days of leave per year shall be granted in the event of an illness of a full-time or regular part-time employee's spouse, children and parents.

Section 4. Personal Leave. Upon notification of their immediate supervisor by noon of the preceding day, each full-time contracted employee may be granted two (2) days of personal leave per year, accumulation to four (4) days.

Personal days cannot be granted on those days immediately preceding or following any holiday or school recess except in case of emergencies approved by the Director of Building and Grounds or the Building Principal.

Section 5. Bereavement. In case of death in the immediate family of the employee, (mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, granparents, grandparents-in-law, grandchildren, son-in-law, or daughter-in-law) an allowance of upt to

three (3) days, if necessary, may be approved without penalty. In the case of death of a spouse, child, mother, father or any members of the immediate household, an allowance of up to five (5) days may be provided.

Section 6. Jury and Legal. Leave for jury duty, appearances in any judicial or administrative proceeding wherein the employee is not a party, except where his/her involvement is district employment-related, or when required to testify in any litigation matter involving employees of the Mount Pleasant Community School District, shall be granted to employees of the school district with full salary during such absence, less any fees paid the employee for such services.

Section 7. Leaves of Absence (Without Pay). A leave of absence without pay may be granted in case of emergencies, for personal reasons, or union business. Terms and conditions of each request are reviewed by the Employer and are based on the merits of each individual case.

Section 8. **Union Leave.** Each year up to five (5) days of unpaid leave shall be granted to the union for its representative to attend conferences, conventions, or other activities of the local, state, or national affiliated organization.

ARTICLE XIII
HEALTH AND SAFETY

Section 1. Employer responsibility. The Employer acknowledges its responsibility to maintain a safe work environment consistent with applicable state and federal laws.

Section 2. Physical examination. Employees may be required at the discretion of the Employer to take a physical examination to determine employee's fitness for duty. Any physical examination required by the Employer shall be at no cost to the employee. Determination of the physician to perform such physical examination shall be in the discretion of the Employer.

Section 3. Protective clothing and equipment. The Employer shall furnish such protective clothing and equipment as the Employer determines necessary to protect employees in the performance of their job duties.

ARTICLE XIV
MISCELLANEOUS

Section 1. Inclusion of bargaining. This Agreement represents the entire agreement of the parties and supersedes all previous agreements, written or verbal. Past practices shall not be a part of this Agreement and each party voluntarily and unqualifiedly waives the right to further bargain with respect to any subjects or matters referred to or covered in this Agreement.

Section 2. Savings clause. Should any article, section or clause of this Agreement be declared invalid or illegal, such invalidity or illegality shall not affect any remaining article, section or clause not so adjudged and said remaining provisions shall remain in full force and effect.

ARTICLE XV
DURATION

This Agreement will be effective as of July 1, 2006, and shall remain in full force and effect until midnight June 30, 2007.

In witness hereof the parties have caused this Agreement to be signed by their respective presidents and chief negotiator.

On the 15th day of May, 2006.

MOUNT PLEASANT COMMUNITY SCHOOL DISTRICT

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, IOWA COUNCIL 61,LOCAL 3865

2006 - 2007 AGREEMENT

MOUNT PLEASANT COMMUNITY SCHOOL DISTRICT

By its Bargaining Team

John A. Poulsen

W. Edward Chabal

Tom Perry

By the Employer's Representative

Board of Directors, President

AMERICAN FEDERATION OF STATE. COUNTY AND MUNICIPAL EMPLOYEES IOWA COUNCIL 61, LOCAL 3671-03

By its Bargaining Team

Pres.

Dennis Denissen

Tom Roth

By the Union's Representative

Schedule A - Maintenance

Step	
1	$ 13.41
2	$ 13.77
3	$ 14.03
4	$ 14.29
5	$ 14.55
6	$ 14.81
7	$ 15.07
8	$ 15.33
9	$ 15.58
10	$ 15.84
11	$ 16.10
12	$ 16.36
13	$ 16.62
14	$ 16.88
15	$ 17.14
16	$ 17.40
17	$ 17.65
18	$ 17.91
19	$ 18.17
20	$ 18.43

Schedule B - Custodians

Step	
1	$ 9.35
2	$ 9.60
3	$ 9.78
4	$ 9.96
5	$ 10.14
6	$ 10.33
7	$ 10.50
8	$ 10.67
9	$ 10.85
10	$ 11.03
11	$ 11.21
12	$ 11.39
13	$ 11.57
14	$ 11.75
15	$ 11.93
16	$ 12.11
17	$ 12.29
18	$ 12.46
19	$ 12.64
20	$ 12.82
21	$ 13.00
22	$ 13.18
23	$ 13.36
24	$ 13.54
25	$ 13.72

Schedule C- Para-Educators

Step	
1	$ 7.69
2	$ 7.89
3	$ 8.04
4	$ 8.18
5	$ 8.33
6	$ 8.48
7	$ 8.62
8	$ 8.77
9	$ 8.91
10	$ 9.06
11	$ 9.20
12	$ 9.35
13	$ 9.49
14	$ 9.64
15	$ 9.78
16	$ 9.93
17	$ 10.07
18	$ 10.22
19	$ 10.37
20	$ 10.51
21	$ 10.66
22	$ 10.80
23	$ 10.95
24	$ 11.09
25	$ 11.24