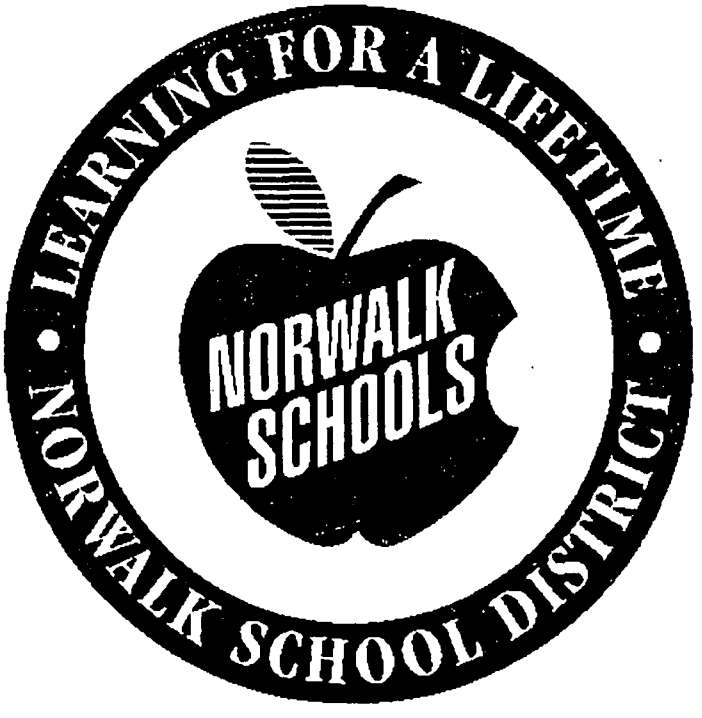
NORWALK CSD | PPME #2003 (MIXED) 06-08

Norwalk Community School District



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PUBLIC EMPLOYMENT RELATIONS BOARD

Classified Employee Master Contract
2006-2007

NORWALK COMMUNITY SCHOOL

MASTER CONTRACT
CLASSIFIED EMPLOYEES
2006-2007

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ARTICLE I. PREAMBLE

The Norwalk Community School Board (hereinafter called the Board) and the PPME Local 2003 of the International Union of Painters and Allied Trades, Local 2003,(hereinafter called the Union) recognizes that the highest quality of education is a common responsibility. Relationships must therefore be established which are based on this goal and on the concept of education as a public trust. The parties have reached certain understandings which they desire to confirm in this agreement. It is agreed as follows:

ARTICLE II. RECOGNITION

Section 1. The Norwalk Community School Board, herein after referred to as the "Board," recognizes the PPME Local 2003 IUPAT, hereinafter referred to as the "Union," as the sole and exclusive negotiating agent for all full-time and regular employed classified personnel as set forth in the PERB certification instrument (Case No. 50323) issued by the PERB on the 14th day of February, 1994. The unit described in the above certification is as follows:

INCLUDED: All regular full-time employees including custodians, mechanics, food service, secretarial, library aides, teacher aides, bus drivers and skilled maintenance.

EXCLUDED: All central office staff, Principal's secretary, Food Service Manager, Transportation Director, Custodian Supervisor, and District Employees including confidential supervisory, professional, and all other employees excluded by Section 20.4 of Chapter 20.

Section 2. The term "Board." as used in this agreement, shall mean the Board of Education of the Norwalk Community School District or its duly authorized representatives.

Section 3. The term "employee," as used in this agreement, shall mean all regular and full-time employees represented by PPME 2003 IUPAT in the bargaining unit as defined and certified by the Public Employment Relations Board.

Section 4. The term "Union," as used in this agreement, shall mean the PPME Local 2003 IUPAT or its duly authorized representatives or agents.

ARTICLE III. DUES DEDUCTION PROCEDURE

Section 1. Employees have the right under state law to join, or not to join the Union.

Section 2. The Union will distribute to its members an authorization form for dues deduction. An employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing payroll deduction for Union dues. An employee may terminate the dues check off at anytime by giving thirty (30) days written notice to the Employer. The Employer will forward a copy of the employee's written notice to terminate to the Union.

Section 3. The Union shall supply the Secretary of the Board with the amount of the regular Union dues no later than the first Friday in June (and / or December if wages are increased in January). The District shall supply the Union with the necessary information so as to supply the amounts. To the extent that an employee's wages are changed, the Union shall be notified of the change and resubmit the appropriate union dues amount to the District.

Section 4. CONDITIONS - The Union agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators and Central Office personnel against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction.

Section 5. The Employer shall transmit to the Union the dues deducted within fifteen (15) days of the employee's second monthly payday, together with a list of the employees for whom the deduction was made, and the amount deducted.

Section 6. Any employee who wishes to join the Union will submit or cause to be submitted to the District, in writing, the Union's authorization form for dues deduction. This authorization will remain in effect until the District no longer employs the employee or the employee terminates dues deductions.

ARTICLE IV. HOURS OF WORK AND OVERTIME

DEFINITIONS:

Section 1. Full time employees are defined as those employees that are scheduled to work forty hours per week for the 12 months of the contract year.

Section 2. Regular employees are defined as those employees regularly scheduled to work a minimum of thirty hours per week during the school year. Bus drivers who drive both an AM and PM route on a regular basis will be considered a regular employee even if their total hours worked do not meet the minimum thirty hours per week.

Section 3. Contract year is defined as that period beginning July 1 and ending June 30.

Section 4. School year is defined as that period extending from the first day of required teacher attendance to the last day of required teacher attendance as specified on the Board approved school calendar. This would also include any extension before and after these dates.

Section 5. Work week is defined as that seven day period beginning Monday through Sunday in which an employee is scheduled to work forty hours or less.

Section 6. Work day is defined as that period of work hours as assigned by the District. This will include starting and ending times, break times, and lunch time. Determination of the work schedule and the daily assignment of work, shall be made by the Employer and may be changed temporarily by the Employer with 24 hours notice. Any permanent change of the work day shall receive five (5) days notice.

Section 7. BREAK TIME - All full time hourly employees covered by this agreement will be entitled to one fifteen minute break time in the first half of their shift and one fifteen minute break time in the second half of their shift. Employees working less than eight hours per day will receive one fifteen minute break time per day. Break times will be scheduled by the Supervisor. Employees may not leave their assigned work building for breaks during the school year.

Section 8. LUNCH TIME - All employees working through a lunch or dinner period will be required to take a 30 minute unpaid break. The time of this lunch or dinner break will be arranged with the employee's supervisor. The employee may check out and leave their assigned building for lunch or dinner breaks. Bus drivers and other employees who work through a lunch or dinner period while on an activity trip are not subject to this section and will receive pay for the lunch or dinner period.

Section 9. CHECK OUT - All employees assigned to a specific building will check out, in the office or other area specified by their supervisor, before leaving their building site at any time during their work shift. The employee will check in at the same location upon their return.

Section 10. OVERTIME - The need for overtime and its assignment shall be the Employer's decision, and performance of said overtime could be required. Any overtime work must have prior approval from the employee's supervisor or the superintendent. Overtime will be compensated at time and one-half (1 ½) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in any work week. Approved vacation time and/or holidays recognized by this contract will be considered as hours worked for the purpose of computing overtime.

Section 11. CALL IN - An employee called to work at times other than their assigned work schedule will be paid two (2) hours or the actual hours worked, whichever is greater, at the employee's regular rate of pay.

ARTICLE V. LEAVES OF ABSENCE

Section 1. SICK LEAVE - On July 1 of each year, each regular and full-time employee shall be credited with sick leave in the following amounts:

First year of employment	10 days
Second year of employment	11 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
Sixth year of employment	15 days

New employees hired after July 1st of a fiscal year and starting with the first full calendar month of employment, shall accrue sick leave at the rate of one day per month. This accrual will not exceed the 10 day accrual by employees in their first year of employment.

The unused portion of such allowance shall accumulate from year to year to a total amount of 115 days. A day of sick leave shall be equal to the employee's scheduled work day. Charges for the use of sick leave shall be at the minimum rate of one hour per time used.

Section 2. In the event of absence of an employee for illness in excess of three (3) consecutive working days, the Board may require written confirmation from a certified physician.

Section 3. BEREAVEMENT - Each employee shall be entitled up to six (6) week days of Bereavement Leave per occurrence for the death of a spouse, child, or step-child, and five (5) week days per occurrence for the death of a mother, father, sister, brother, or step-parent, and three (3) week days per occurrence, for the death of a mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, grandparent, son-in-law, daughter-in-law, grandparent-in-law, uncle, aunt, niece or nephew within the state of Iowa. Should the funeral occur outside the state of Iowa the employee shall be entitled up to one (1) additional week day of bereavement leave per occurrence. Bereavement leave must be taken in consecutive week days. Bereavement leave is only available for deaths or funerals which occur no more than the extension of the possible allowable number of week days prior to the first teacher workshop day for that specific relative. This leave is not accumulative.

Section 4. In the event of the death of any employee or student in the Norwalk Community School District, the Superintendent, in his/her judgment, may grant to an appropriate number of employees sufficient time to attend the funeral.

Section 5. PERSONAL / EMERGENCY LEAVE – Each employee covered by this agreement shall be allowed a total of four days of Personal / Emergency Leave per year. All four of these days may be used as emergency and no more than two can be used as personal.

All personal leave must be applied for two (2) days in advance, in writing, on the form provided by the District. The employee's supervisor must approve personal leave. Personal Leave may be used to handle personal business items that cannot reasonably be handled outside of the work day. Personal Leave will not be granted during the first or last contract week of school or on a preceding or immediately following a legal holiday or school vacation. Charges for the use of personal leave shall be at the minimum rate of one-half (½) day per occurrence.

An employee may accumulate and carry forward a maximum of one (1) personal day from one year to the next. Total accumulation will not exceed three (3) days in any given year.

Emergency / Family Illness Leave shall not accumulate. Use of leave under this section shall be limited to the following criteria: (1) illness/injury of the immediate family (defined as spouse, child, stepchild, mother, father, step-parent, brother, sister and in-law relative); (2) Other circumstances which may be termed emergency are car trouble, burglary, storm damage, funeral services for those not covered by bereavement leave; or (3) situations deemed an emergency by the Superintendent. The Superintendent's decision in these matters shall be non-grievable. Emergency / family illness leave shall be deducted in one (1) hour increments.

Section 6. JURY DUTY, SUMMONS, SUBPOENA - In order that no employee shall suffer financial loss because of such absence, no deduction from the employee's compensation will be made during the term of service, except for any proceeding to which this District is a party. Any fees received for court service, except for mileage and meal allowance shall be returned to the District.

Section 7. OTHER UNPAID LEAVES - The employer, upon recommendation of the supervisor may, at its discretion, grant other unpaid leaves upon the filing of written request for such leave by an employee. This section shall not be grievable. An employee who has exhausted paid leave or who does not choose to use available paid leave per Article VII Section 6, shall be deemed to be on unpaid leave.

Section 8. Unpaid Family and Medical Leave will be granted up to 12 weeks per year to assist employees meeting eligibility requirements in balancing family and work life. For the purpose of determining eligibility for this leave, the year shall be defined as "contract year" (July 1 to June 30). Requests for family and medical leave shall be made in writing to the Superintendent of Schools.

Section 9. The Board will cooperate in the establishment of a sick leave bank on a voluntary basis. Any regular or full-time employee, as defined in Section 1 of Article IV, who has been employed in the District for a period of two years, is eligible to participate subject to the following procedure and conditions:

At the start of each school year, full-time or regular employees enrolling in the bank will individually donate one day of their available sick leave. At the close of each school year, all accumulated sick leave days in the bank will remain for use in the next year.
If the number of days in the bank diminishes to fifteen (15), those participating will be assessed an additional day.

A full-time or regular employee who withdraws from membership in the bank will not be able to withdraw the days contributed.

The first fifteen days (15) of each illness or disability will not be covered by the bank but must be covered by the employee's own sick leave.

Full-time or regular employees will not be able to withdraw days from the bank until their available sick leave is depleted.

An individual employee may withdraw no more than 65 working days from the sick leave bank.

The following schedule of days withdrawn will be as follows:

Twelve month employees	(up to 65 days)
Eleven month employees	(up to 65 days)
Nine month employees	(up to 65 days)

Full-time or regular employees withdrawing sick leave from the bank will not have to replace those days.

A doctor's certificate will be required as a prerequisite to withdrawing days from the sick leave bank.

Section 10. WELLNESS: An employee who has accumulated a maximum of one hundred fifteen (115) days sick leave shall continue to accumulate sick leave and be allowed to convert additional accumulated sick leave to vacation time. Employees shall be able to convert this additional accumulation in increments of five (5) days of sick leave to ½ day of vacation so long as no sick leave has been taken during the 30 calendar day period prior to making the conversion and may convert no more than one (1) day of vacation per year.

ARTICLE VI. HOLIDAYS AND VACATIONS

Section 1. HOLIDAYS - All full-time employees (12 month) who are scheduled to work at the time of the holiday, may be paid for the following holidays – July 4, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day and Memorial Day. In order to be paid the employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday.

Section 1 (a). HOLIDAYS – All regular employees shall be paid for the following holidays – Thanksgiving, the Friday after Thanksgiving, Christmas Day and New Year's Day on a pro rata basis. In order to be paid for the holiday, the employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday. Regular employees are defined as those employees regularly scheduled to work a minimum of thirty hours per week during the school year. Bus drivers who drive both an AM and a PM route on a regular basis are considered regular employees even if their total hours worked do not meet the thirty hour minimum. (Article IV Section 2).

Section 2. VACATIONS - All 12 month full-time employees shall be eligible for vacation as follows: (See chart below for vacation earned by years of consecutive service with the District.)

Years of Service	Vacation Days Available
1 year	5 days
2 years	5 days
3 years	10 days
4 years	10 days
5 years	10 days
6 years	12 days
7 years	14 days
8 years	16 days
9 years	18 days
10 years and beyond	20 days

Employees hired prior to the 2001-2002 school year will be credited with their available vacation days on July 1st of each year. Employees hired during or after the 2001-2002 school year shall be credited with their available vacation days on their anniversary hire date.

All vacations will be scheduled with the immediate supervisor. No more than three weeks of vacation may be used during the summer months to allow work projects to be completed.

Employees may carryover up to five (5) days of vacation from year to year.

ARTICLE VII INSURANCE

Section 1. HEALTH - All full-time and regular employees, working 30 hours or more per week, who make application in a timely fashion and in accordance with the terms and regulations of the insurance carrier shall be covered. The Norwalk Community School Board will pay 97.937% of the single yearly premium on each full-time employee choosing to participate in the Single Health Plan. New employees wishing to enroll must do so within thirty (30) days of their date of hire or provide evidence of insurability.

Section 2. FAMILY HEALTH - The Norwalk Community School Board will pay 71.349% of the family yearly premium on each full-time employee choosing to participate in the Health and Major Medical Family Group Plan. New employees wishing to enroll must do so within thirty (30) days of their date of hire or provide evidence of insurability.

Section 2a. FAMILY HEALTH - The Norwalk Community School Board will pay 23.816% of the family yearly premium on each regular employee working 30 hours or more per week and choosing to participate in the Health and Major Medical Family Group Plan. New employees wishing to enroll must do so within thirty (30) days of their date of hire or provide evidence of insurability.

Section 3. LIFE - The Norwalk Community School Board will pay $35.00 of the single yearly premium on each full-time employee choosing to participate in the Group Life Insurance Policy. The policy shall be a term life policy with death benefits of $16,000. Spouse and dependent coverage will be available for those choosing to participate at the employee's own expense. New employees wishing to enroll must do so within thirty (30) days of their date of hire or provide evidence of insurability.

Section 4. DENTAL - The Norwalk Community School Board will pay $120.00 of the yearly premium on either the single or family Plan A or Plan B for each full-time and regular employee choosing to participate in the Group Dental Plan.

Section 5. DISABILITY - The Norwalk Community School Board will pay the full single yearly premium on each full-time employee choosing to participate in the Group Disability Policy. New employees wishing to enroll must do so within thirty (30) days of their date of hire or provide evidence of insurability.

Section 6. WORKER'S COMPENSATION - Each employee of the Norwalk Community School District shall be covered by Worker's Compensation.

Employees receiving workers compensation benefits shall be allowed to supplement workers compensation with sick leave benefits. Employees who choose this option shall notify the district of their choice in writing. If supplementation is chosen, the employee shall remit the workers compensation check to the District and receive a check in the amount of their regular net wages.

The employees available sick leave will be reduced by the number of hours equal to the net regular wages (gross wages less deductions for State, Federal, FICA and IPERS) not reimbursed to the District.

Section 7. SCHOOL LIABILITY - All employees shall be covered by a liability insurance covering incidents arising during the performance of their duty.

Section 8. Employees on unpaid leave for 60 days or longer shall have the option to continue any or all of the above insurance programs by paying premium amounts to the District within the thirty days of the billing date, subject to the terms and provisions of the insurance policy. If the end of the 60 day period falls during a month, the employee shall not pay for insurance until the next full month.

Section 9. SELECTION OF CARRIERS – The Union will be given the opportunity to participate in the selection of the insurance carrier to be used for Health, Life and Disability Insurance as noted in this Article. The level of insurance benefits procured through any new carrier will be comparable to those benefits in effect at the time of this Agreement.

ARTICLE VIII. JOB CLASSIFICATIONS
2006 - 2007

Job Classification	Entry Level
Food Service Department	
General Worker	$ 7.80
Cook / Baker	$8.55
Van Driver	$ 8.55
Secretarial Department	
Guidance	$ 8.80
Secretary / Clerk / Typist	$ 7.80
Printer	$ 7.80
Teacher Associate Department	
Teacher Associates / Media Associates / Bus Associates	$ 7.80
Study Hall Associates / Nurse Associates	
1 on 1 Associates	$ 7.80
Custodial Department	
Building Custodian	$ 9.50
Lead Building Custodian	$ 10.50
Custodian / Bus Driver	9.45
Groundskeeper	$ 7.80
Mowing	$ 8.05
Maintenance Department	
Helper	$ 9.80
Certified Groundskeeper	$ 14.32
Skilled Carpenter	$ 14.32
HVAC Technician	$ 14.32
Skilled Maintenance	$ 14.32
Certified Electrician	$ 14.32
Transportation Department	
Regular AM / PM	$ 11.77
Activity Trip Drivers	$ 8.15
Sub Bus Drivers	$ 10.95
Certified Mechanic	$ 14.32
Mechanic	$ 12.79

All bargaining unit employees in all classifications shall receive **$.30 across-the-board effective July 1, 2006.**

1. An employee in the Teacher Associate Department who has a current valid Iowa Teaching Certificate and has provided proof of such to the District will receive an additional seventy-five cents ($0.75) per hour.
2. An employee in the Teacher Associate Department who has current valid Para-Educator Certificate from the Iowa Department of Education and has provided proof of such to the District shall receive an additional fifty cents ($0.50) per hour.
3. A General Worker or Cook/Baker employee in the Food Service Department who has completed the training and has a current valid American School Food Service Association Certificate and has provided proof of such to the District shall receive an additional fifty cents ($.50) per hour.
4. Full-time employees hired within the Custodian / Bus Driver job classification on or before August 1, 1997, will receive a blended hourly rate of pay based on the hours they worked in each position before the creation of the new job classification. These same full-time employees will retain their seniority in each classification, however full-time or regular employees in this classification hired after July 1, 2004, will have seniority in only this job classification. Full-time employees in this job classification hired on or before August 1, 1997, will maintain full seniority bumping rights to bump a less senior employee within the custodial classification should that employee be unable to obtain a bus driver permit for health related reasons. Once a full-time employee has exercised these bumping rights they will not be permitted to return to a Custodian/Bus Driver Classification. Full-time employees within this job classification hired on or before August 1, 1997, who are unable to obtain a bus driver permit for health related reasons and return to a full-time custodian position shall be paid a starting wage at ninety percent (90%) of their blended hourly wage rate at the time of the transition.
5. Bus driver hourly wage rates shall not exceed twenty-two dollars ($22.00) per hour.
6. The Board agrees to increase the hourly rate within the Custodial Department by twenty-five ($.25) cents in addition to the final "across the board" hourly wage increase as negotiated for 2007-2008.

ARTICLE IX. STAFF REDUCTION

Section 1. LAY OFF PROCEDURES: In the event it becomes necessary to lay off employees in a job classification for any reason, the following procedures will be followed.

Section 2. Employees will be reduced based on the affected job classifications listed in Article VIII - Job Classifications.

Section 3. The District shall attempt to accomplish reductions through natural attrition within the job classification where the reduction is made.

Section 4. If the staff reduction cannot adequately be accomplished through attrition, temporary or casual employees within the job classifications shall be reduced first. If further reductions are necessary or there are no temporary or casual employees within the affected job classification, the District shall reduce probationary employees within the affected job classification. If further reductions are necessary or there are no probationary employees within the affected classification, the District shall reduce part-time employees within the affected job classification. If further reductions are necessary or there are no part-time employees within the affected job classification, the District shall reduce the least senior employee within the classification where the reduction is being made.

When a staff reduction occurs, the affected employee may exercise his /her total District seniority to an equal or lower paying job classification in the employee's department in which the employee meets the minimum job requirements. The affected employee will bump the least senior employee in that job classification. The affected employee's pay rate will be the employee's current rate, less the difference between the entry rates of the job classifications.

The District has the option to refuse to allow an employee, reduced from the Teacher Associate Department to bump a 1-on-1 Special Education Associate.

Section 5. NOTIFICATION - The Superintendent or the employees immediate supervisor shall notify the affected employee and the Union in writing, two calendar weeks prior to the effective day of layoff.

Section 6. RECALL - Employees shall be re-employed in reverse order of their lay off by classification. Recall rights shall be for one year from the effective date of lay off. If an employee refuses recall, all recall rights will be forfeited. It shall be the responsibility of the employee on recall to maintain a current address and telephone number with the employer. Notice of recall will be given by the employer to the employee by certified mail. If the employee fails to respond in writing to the Superintendent or designee within 15 calendar days of receipt of notice, the employee will be deemed to have refused the position offered.

Section 7. PERSONNEL FILES – An Employee shall have access to and shall be permitted to obtain a copy of the employee's personnel file maintained by the Employer, including, but not limited to, performance evaluations, disciplinary records, and other information concerning employer – employee relations. The Employer may charge a reasonable fee for each copy made by the Employer for an employee of an item in the employee's personnel file.

Section 8. Any past or future complaints or comments directed toward an employee's performance, which are placed in his/her personnel file, shall be promptly called to the employee's attention in writing. The employee will be afforded an opportunity to respond, in writing, to any item placed in the employee's personnel file and the Employer shall maintain the written response in the personnel file.

ARTICLE X. SENIORITY

Section 1 - SENIORITY - is defined as the employee's length of continuous service with the employer since their last date of hire.

Section 2. Seniority shall be computed on a job classification basis and is computed by the number of months actually worked in each employment year. While on an approved unpaid leave of absence, seniority will be frozen and will not accumulate.

Section 3. Seniority lists will be posted in the District's buildings by the second Monday in October and the second Monday in March of each school year. These lists will be organized by job classifications.

Section 4. Employees shall lose their seniority and the employment relationship shall be broken and terminated in the following cases:

a.) Accepted employee resignation.
b.) Upon discharge for cause.
c.) Engaging in other work for hire while on unpaid leave of absence.
d.) Absent three (3) consecutive days without employer's approval.
e.) Failure to return after a granted leave of absence or renewal thereof.
f.) Failure to return to work after fourteen (14) days notice from the employer sent to the employee's last known address by registered or certified mail.
g.) In obtaining a leave of absence by misrepresentation of the reason(s) on the leave request form.
h.) Employee retires.

Section 5. PROBATION - A new employee shall serve a probationary period of sixty (60) days. Upon completion of the probationary period the employee shall be placed on the seniority list and the employee's seniority shall be determined from the employee's last date of hire. Probationary employees may be terminated for any reason without recourse to the Grievance Procedure.

ARTICLE XI. HEALTH AND SAFETY

Section 1. PHYSICAL EXAM - All new employees are required to provide medical evidence of physical fitness to perform duties assigned and freedom from communicable diseases. Such evidence shall be supplied on a form provided by the employer and completed by a licensed physician of the employee's choice. Continuing employees shall have a physical examination every three (3) years, with the exception of Bus Drivers and Cooks, who are required to have annual physicals. The employer will pay up to an amount equal to that charged the District by its designated provider for required physical examinations. Employees using the designated provider for the purpose of obtaining the required physical, will not be required to pay at the time of the physical.

Section 2. SAFETY - It is the employer's intent to provide a safe and healthful place of employment for all employees. All employees shall be alert for unsafe conditions, equipment and practices, and to report these to their immediate supervisor in writing.

Section 3. RULES AND REGULATIONS - Employees shall observe all rules and regulations established by the employer for the protection of life, limb and health, and for the preservation of School District property.

Section 4. USE OF REASONABLE FORCE - An employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary under the law to quell a disturbance threatening physical injury to others or to themselves; to obtain possession of weapons or other dangerous objects upon the person or within their control, for the protection of persons or property. Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor.

Section 5. LEAVE - When absence arises out of, or from, such assault or injury, the employee shall be entitled to full salary and other benefits for the period of up to his or her accumulated sick leave at the time of the occurrence without forfeiting any of that sick leave. It will be the responsibility of the employee to supply the Board with sufficient doctor's verification that he/she should not be in school.

Section 6. Prior to October 15 each year, the Director of Special Education will review the need for training for those employees involved with handicapped students, and make recommendation to the Superintendent regarding same. The recommendation of the Director of Special Education and the decision of the Superintendent is not grievable.

Section 7. Employees can complete any mandatory training, required by the District, State or Federal Government, either online in their own time or during the School District's August workshop days. All training must be completed by the end of the August workshop days.

ARTICLE XII. PROCEDURES FOR TRANSFERS

Section 1. DEFINITION - The assignment of an employee to a different job position, or building shall be considered a transfer.

Section 2. VOLUNTARY TRANSFERS - All requests for transfer shall be made in writing by the employee within five (5) days of the posting of the vacancy. This request may be filed either with the immediate supervisor or the Superintendent. Other requests for transfer filed after July 1 and before June 30 of any contract year will remain active for that contract year unless withdrawn by the applicant in writing to the Superintendent. Such requests shall indicate the transfer desired and may be acted upon without further consultation with the employee.

Section 3. An employee who is transferred shall be ineligible to submit an application for any other transfer for a period of one (1) year from the date of transfer.

Section 4. The Superintendent, or his designated representative, will give consideration to the preference requested following consultation with the immediate supervisor and will make the final decision regarding the transfer.

Section 5. When two or more employees desire the same position, transfer or promotion, and the skill, ability qualifications, and areas of competence are equal in the sole and exclusive judgment of the administration, seniority will prevail in the making of the assignment.

Section 6. INVOLUNTARY TRANSFER - The parties recognize that in order to meet the staffing needs of the District it is necessary to transfer an employee involuntarily. When involuntary transfers are necessary an employee will not be assigned to a position outside his or her area of expertise or trainability. Such transfer shall be effected after notice to the employee involved. The employee may request a meeting with the Superintendent but he/she may not refuse to accept such transfer. However, the employee will not be transferred involuntarily if a satisfactory voluntary transfer is available.

Section 7. ASSIGNMENT - is defined as a specific job classification and/or the shift to be worked by an employee during a particular work year.

Section 8. PROMOTION - is defined as the movement of an employee to a supervisory position outside the bargaining unit.

Section 9. The Board will consider for promotion all qualified applicants from within or outside of the District.

Section 10. The Board's failure to promote any employee shall not be subject to the grievance procedure.

Section 11. POSTINGS - A list of all potential vacancies shall be posted in the area of each building where normal communications are posted, no later than three (3) school days following the receipt of a written resignation for / or creation of that position. The posting will include the job classification sought, the building in which the job is located, the work schedule and hours during the day in which the job is to be worked, the minimum qualifications, and the starting pay range. Postings for 1-on-1 special education associates shall include as much of the information that is available at the time of the posting. During the summer months when school is not in session, said vacancies will be posted at the District Central Office and provided to each Union steward via regular mail. While school is in session, postings shall be provided to each Union steward via the campus mail system.

Section 12. Copies of the list of vacancies may be obtained upon request at the Central Administration Office.

Section 13. Once a posted vacancy has been filled, the posting shall be removed and the Union Stewards and/or Employee Organization shall be notified of the identity of the new employee.

ARTICLE XIII. WAGES AND SALARIES

Section 1. Credit up to ten (10) percent above the entry-level rate may be given to new hires for previous experience in a similar position outside the District.

Section 2. PAY PERIOD - All employees covered by this contract will be paid on the 1st and 15th of each calendar month. If the 15th should fall on a Saturday, Sunday, or Monday holiday the employee shall be paid on the Friday prior to that occurrence. The employee will have the opportunity to have their regular paycheck direct deposited.

Section 3. 2006-2007 Pay Rates. All employees who fall into the job classifications shown in Article VIII will receive a thirty ($.30) cent per hour increase beginning July 1, 2006except for employees within the "Custodial Department" and "Activity Trip Drivers". The Board proposes a sixty-five ($.65) cent hourly rate increase for all current employees within the Custodial Department and a sixteen ($.16) cent hourly rate increase for Activity Trip Drivers. (Longevity Increments shall be granted when applicable).*

The Board will cost in all employee benefit costs when determining the actual wage/employment package increase.

PPME agrees to cost an additional 17 cents per hour for all associates during the 2006-2007 School Year. (2006-2007 represents the final year of a 3–year costing of 17 cents per hour to factor in the 2004-2005 School Year 50 cent per hour certification stipend increase.)

Section 4. After completion of 5 years of service with the school district, longevity pay will be added to the straight time hourly rate as follows:

After completion of:	Pay per Hour
5 years	$.20
10 years	$.25
15 years	$.30
20 years	$.35
25 years	$.40
30 years	$.45

Longevity increments are added to base hourly rates twice per year (July 1 and January 1) following an employee's anniversary date. Employees, whose anniversary dates occur between July 2 and January 1 shall receive the next increment effective January 1 of the same year. Employees whose anniversary dates occur between January 2 and July 1, shall receive the next increment effective July 1 of the same year.

Section 5. UNIFORMS – Custodial and Maintenance will wear uniforms provided by the District while performing work for the District during regular work hours. Custodial and

Maintenance employees shall receive 5 shirts and 5 jeans at the beginning of the school year.

Section 6. TOOLS - Employees who are required to provided their own tools as part of their job, shall receive a tool allowance of $35.00 per month.

ARTICLE XIV. GRIEVANCE PROCEDURE

Section 1. 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.

Section 2. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures. The failure of an employee (or, in the event of an appeal to arbitration, the Union) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

Section 3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the grieving employee, other employees, or the employer.

Section 4. When it is necessary for an aggrieved person or his/her union representative to meet with the Arbitrator regarding a grievance during the workday said aggrieved person and representative shall be released without loss of compensation if it occurs during the arbitration fourth step of this agreement.

FIRST STEP
Section 5. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate supervisor.

SECOND STEP

Section 6. If the grievance cannot be resolved informally, the aggrieved employee and his/her union representative may file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the immediate supervisor mentioned in step one. The written grievance shall contain specific description of the problem, shall refer to the specific clause or section of the agreement violated, and shall state the relief requested. The filing of the formal, written grievance at the second step must be within 15 school

days from the occurrence of the alleged violation. The supervisor in step two shall make a decision on the grievance and communicate it in writing to the employee, the union and the Superintendent within five (5) school days after receipt of the grievance.

THIRD STEP

Section 7. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee and his/her association representative shall file, within five (5) school days of the supervisor's written decision at the second step, a copy of the grievance with the Superintendent. Within five (5) school days after such written grievance is filed, the aggrieved and Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within five (5) school days of the third step grievance meeting and communicate it in writing to the employee, the union, and the supervisor.

FOURTH STEP

Section 8. If the aggrieved person and/or the union are not satisfied with the disposition of the grievance at step three, or if no disposition has been made within the time limits, the aggrieved person and the union shall meet within five (5) school days of the disposition of the grievance to discuss the merits of submitting the grievance to arbitration. If the union determines that the grievance is meritorious it may submit the grievance to arbitration within five (5) school days.

Section 9. Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within he specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of three arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days and the other party shall have one (1) additional school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

Section 10. The arbitrator so selected shall confer with the representatives of the Board and the union and bold hearings promptly and shall issue his decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral bearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore ,or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the grievance and his/her representative and his decision must be based solely and only upon his interpretation of

the meaning or application of the express relevant language of the agreement. The decision of the arbitrator shall be submitted to the Board and the union and shall be final and binding on the parties.

Section 11. If the union or any employee files any claim or complaint in any forum other than the grievance procedure of this agreement, the School District shall not be required to process the same claim or set of facts through the grievance procedure.

Section 12. When a grievance is submitted less than ten (10) days before the close of the current school term, by an employee who works only during the school term, time limits shall consist of all weekdays in order that the matter may be resolved before the close of the school term or as soon thereafter as possible. School days for the purpose of the grievance procedure shall mean days of scheduled attendance for all pupils.

Section 13. All fees and expenses of the arbitrator shall be borne equally by the employer and the union. All other expenses incurred shall be paid by the party incurring same.

ARTICLE XV. TRANSPORTATION

Section 1. Drivers assigned an activity trip which interferes with the drivers regular route will receive their regular route pay plus activity pay for any hours in excess of their regular route time.

Section 2. Drivers of activity trips will be reimbursed meal expenses as follows: A meal allowance of $4.75 per meal will be allowed for any trip spanning six (6) hours. Should the trip extend two hours before and two hours after 12:00 noon, a $4.75 allowance may be applied for even though the total trip does not extend to six hours. Trips for seven (7) hours or more will qualify for a maximum of $9.50 meal allowance. (Meal allowance will be paid only for meals eaten by the driver.) Trips lasting longer than 15 hours will qualify the driver for three meal allowances. A receipt showing the amount of the meal will be required for reimbursement. All receipts should be dated

Section 3. Drivers shall be compensated at their regular route hourly rate of pay for all mandatory meetings called by the District.

Section 4. A list of all known activity trips (excluding those for sports) will be issued to all drivers approximately one week prior to the first trip for that month. Each driver will be asked to rank all trips that they would like to drive according to their preference with one being the most desirable. These activity sheets must be turned in with the driver's weekly report on the following Friday or other specified date. The sheets will be used to assign those trips listed in the following manner:

a. The sheets will be sorted according to driver seniority. If a driver indicated "none" on his/her sheet that sheet will be pulled. The first choice indicated on the "senior" driver's sheet will be assigned to that driver. The second trip assigned will go to "senior driver #2" and will be the highest ranking trip on his/her rating sheet.

If the driver next in "seniority" has not indicated a desire to drive any of the remaining trips on the list at the time of his/her assignment, the Director of Transportation will immediately proceed to the next "senior driver," requesting one of the remaining dates. The Director of Transportation will continue this procedure until all trips have been assigned.

Late additions will be handled by offering the trip to the next "senior driver" following the driver to whom the last trip was assigned.

All activity "shuttle trips" will be assigned in the same manner as described above. (The same driver will be assigned to all of the special activity shuttles for a specific activity and period of time. These trips will not be split up and assigned on a daily basis.)

If, due to illness or an emergency, a driver is unable to make an assigned trip, the trip will revert to the Director of Transportation who will reassign the trip. The trip will not necessarily be assigned to the driver next in line, but will be assigned at the discretion of the Director of Transportation. Drivers are not designated to choose their own

substitute. This will be handled by the Director of Transportation or the Superintendent if the Director of Transportation is not available.

Section 5. Route drivers shall be paid 15 minutes before the scheduled time to leave and paid until all responsibilities are completed after the driver has returned, at the driver's route hourly rate of pay. Special trip drivers shall be paid 15 minutes before the scheduled time to leave and paid until all responsibilities are completed after the driver has returned, at the driver's hourly trip rate of pay.

Section 6. If a summer or seasonal opening with the district exists, drivers and other employees meeting the job qualifications shall be hired first. When two or more employees desire the same summer or seasonal position, seniority will prevail in making the hiring decision.

Section 7. Special Trip Pay - A driver who is called in to work by the district to drive for a special trip shall receive a minimum of two (2) hours of pay at the regular trip hourly rate. A driver who is called in to work by the district to drive a route shall receive a minimum of two (2) hours of pay at the driver's regular route hourly rate.

Section 8. Drug Testing - Drivers selected for mandatory drug and alcohol testing will be paid at their regular route hourly driving rate.

Section 9: Contracts - A written bus driver contract will be issued and signed pursuant to 281 Iowa Administrative Code Section 43.35 (2003). This contract will be issued prior to June 1.

Section 10: If there is a change in the number of hours of a regular bus route, all such routes will reopened and posted for the bidding process ten (10) days prior to the start of school or for a period of five (5) days during the school year. If a vacancy occurs at any time on any route, the route will be open to bidding and decided by seniority. When a route is open due to employment separation (termination, voluntary quit, etc.) such regular route shall be passed as a total package. When a route is eliminated or reduced, the affected driver may exercise her / his seniority rights to a route held by the least senior driver driving a similar or fewer number of hours per day. That displaced driver will then have the same bumping rights. This procedure shall continue, in that order, until the least senior driver has been given the remaining route or is laid off. Regular route pay follows the driver.

Section 11. Time Card Procedure for Bus Drivers working in more than one job classification- Employees working as Bus Drivers will have time cards. An employee should not be on the clock in more than one location at the same time. The time card procedure is as follows:

6:00am	Unlock and check assigned building
	Check out at assigned building
6:45	Check in at Bus Barn
8:??	Check out at Bus Barn
8:??	Check in at assigned building
2:??	Check out at assigned building
2:??	Check in at Bus Barn
4:??	Check out at Bus Barn

ARTICLE XVI: MILEAGE

Section 1. Should an employee be required to use his / her personal vehicle by their supervisor for work purposes, he /she will be reimbursed mileage at the current district rate.

ARTICLE XVII. DISCIPLINE AND DISCHARGE

Section 1. The parties recognize the authority of the Employer to suspend, discharge, or take other appropriate disciplinary action against employees for just cause. When an employee is disciplined, the Employer will state in writing the violation and the manner in which the violation occurred. An employee who alleges that such an action was not based on just cause may appeal the action through the grievance procedure. The Employer shall not discipline an employee without just cause, recognizing and implementing progressive discipline.

Section 2. Employees who receive a written warning, up to and including a five (5) day suspension, may protest such action, by attaching to the warning or letter of reprimand, a statement as to why the action was unjust, in their personnel file. Any action taken against an employee of more than a five (5) day suspension may be appealed through the steps of the grievance procedure.

ARTICLE XVII. DURATION

Section 1. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

Section 2. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law.

Section 3. This agreement supersedes and cancels all previous agreements and practices between the District and the union or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

Section 4. This two (2) year agreement shall remain in full force and effect from July 1, 2006 and shall continue in effect until midnight on June 30, 2008, however wages and insurance shall be open in the second of the agreement.

Section 5. Either party may give written notice to the other to open the contract for wages, entry pay, and insurance by notifying the other prior to October 15, 2006 and to open the entire contract by notifying the other prior to October 15, 2007. If no such notice is given, this agreement shall remain in effect for one additional year and year to year thereafter until the aforementioned notice is given by either party of its intention to modify.

Section 6. In witness whereof the parties hereto have caused this agreement to be signed by their respective chief negotiators, and their signatures placed thereon, all on the 26th day of June, 2006.

NORWALK CLASSIFIED UNION

By _____
Paul Starkweather, Union President

By _____
Lacey Jilek, PPME Business Representative
Negotiator

NORWALK COMMUNITY SCHOOL DISTRICT

By _____
Katherine Schmidt,
Board President

By _____
Kate Baldwin, Chief