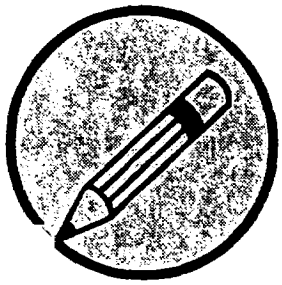
Osage CSD	Educ. Services Assn.	7/1/2006	6/30/2007

OSAGE CSD/EDUC. SERVICES ASSN. 06-07



2006-2007

Master Contract

Osage Educational Services Association

Osage Community School District

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ARTICLE I
DEFINITIONS

A. 'Employer' or 'Board' means the Board of Education of the Osage Community School District, or its duly authorized representatives.

B. 'Employee' means all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) in Case Number 4964.

C. 'Association' means the Osage Educational Services Association/ISEA (OESA/ISEA) or its duly authorized representatives.

D. 'Supervisor' means those persons employed by the Employer, and excluded from said bargaining unit, who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate or process grievances of other employees or have the responsibility to make recommendations thereon. (The Director of Transportation, the Director of School Food Services, and Principals are Supervisors.) 'Supervisor' also means an Acting Supervisor or other person designated by the Superintendent.

E. A '12-month Employee' means an employee who is regularly scheduled to work twelve (12) consecutive months.

F. A 'Full Time Employee' means an employee who is regularly scheduled to work not less than thirty (30) hours per week for at least 180 days or more per year.

G. A 'Part Time Employee' means an employee who is regularly scheduled to work less than thirty (30) hours per week.

H. Departments shall include the following departments: Custodial, Secretarial, Teacher Assistant and Clerical, Bus Driver, Food Service, and Interpreters.

I. 'Permanent full time bus driver' means a bus driver assigned to a regular route both morning and afternoon for at least 180 days.

J. 'Substitute' means an individual who meets the PERF standard of 'non-temporary' employee. That individual must work at least one day per month in five consecutive months to be included in the bargaining unit.

ARTICLE II
GRIEVANCE PROCEDURE

A. A grievance is a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement, or an alleged violation, misinterpretation, or misapplication of any provision of an individual contract or supplemental contract pursuant to this Agreement.

B. 1. A 'Grievant' is the person or persons or the Association making the complaint.

2. The failure of a grievant 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.

3. Any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in minimal interference with or interruption of the instructional program and related work activities of the grievant or of the staff.

4. A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself, or, at his option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

C. 1. **First Step**
An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her principal or supervisor.

2. **Second Step**
If the grievance cannot be resolved informally, the grievant shall file the grievance with the grievant's principal or supervisor in writing on the form set forth in Schedule A, which form shall be provided by the Association and shall be signed by the grievant, and, at a mutually agreeable time, discuss the matter with the principal or supervisor. The filing of the formal written grievance at the second step must be within fifteen (15) workdays from the time when the events creating such grievance become known to the grievant. The principal or supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within ten (10) workdays after receipt of the grievance.

3. **Third Step**
In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) work days of the principal's or supervisor's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) workdays after such written grievance is filed, the grievant and Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within fifteen (15) workdays after receipt of the grievance and communicate it in writing to the grievant, Association, and the principal or supervisor.

4. **Fourth Step**
If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a notice on behalf of the Association and the grievant to the Superintendent within ten (10) work days after receipt of the Step 3 answer to enter into such arbitration. The arbitration proceedings shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the PERB will be requested to provide a panel of seven (7) arbitrators.

The parties will determine by lot which shall have the right to strike the first name, which shall be done within one week of receipt of the list, thereafter, the parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on the parties.

The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than fifteen (15) working days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The decision of the Arbitrator shall be submitted to the board and the Association and shall be final and binding on the parties.

Expenses for the Arbitrator's services shall be born equally by the School District and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants but shall be limited to the particular grievant's personal grievance file.

ARTICLE III
DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board prior to September 10 an assignment authorizing payroll deduction of Association dues, which shall be defined as ISEA unified dues. The form of the assignment may be as set forth in Schedule B.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of total dues from the regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of each year. Those employees paid on a ten (10) month basis shall have one-tenth (1/10) of total dues deducted each month for ten (10) consecutive months beginning in September and ending in June of each year.

C. Pro-rated Deduction

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

D. Substitute Dues

Substitutes shall not be eligible for payroll deduction and shall make arrangements with the Association for transmittal of dues.

E. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) days' notice from the employee to the Board and the Association.

F. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for dues as herein above defined within ten (10) days following each regular pay period. A master list listing the employees for whom deduction was made shall be furnished at the beginning of the school year and any subsequent changes of personnel or amount shall be furnished following the pay period such changes occurred.

G. Indemnification

The Association agrees to indemnify and hold harmless the Board, each individual member thereof, and all administrative personnel against any and all claims, costs, suits, or liability including court costs and attorney fees incurred as a result of the application of the provisions in this Agreement pertaining to dues deduction.

ARTICLE IV
WAGES

A. Salary Schedules

The wages of each employee shall be established in accordance with the following salary schedule:

2006-2007 SUPPORT STAFF SALARY SCHEDULE

Step	Other Helper, Ticket Puncher	Clerical, Noon & Education Asst.	Pt-Time Custodian Laundry	Second Cook	Head Cook	Interpret	Secretary Study Hall, Lib. Asst.	Bldg. Cust.	Head Cust.	Bus Driver
1	$8.61	$8.66	$8.68	$8.85	$9.22	$9.82	$10.88	$11.75	$12.30	$8,293
2	$8.87	$8.92	$8.94	$9.12	$9.50	$10.11	$11.21	$12.10	$12.67	$8,542
3	$9.13	$9.18	$9.20	$9.38	$9.77	$10.41	$11.53	$12.46	$13.04	$8,791
4	$9.30	$9.35	$9.37	$9.56	$9.96	$10.61	$11.75	$12.69	$13.28	$8,956
5	$9.47	$9.53	$9.55	$9.74	$10.14	$10.80	$11.97	$12.93	$13.53	$9,122
6		$9.70				$11.00	$12.19			

1. **Custodians, Laundry**

Custodians' contracts call for 260 workdays per year. Custodians work 9 hours per day on the 180 days of school and 8 hours per day for the remaining 80 days. Time and a half is paid for the 180 overtime hours thus accrued. 2080 regular hours plus 180 overtime hours totals 2260 hours worked which equals 2350 total paid hours per contract year.

The Laundry position is for 180 work days, hours to be turned in as needed.

2. **Secretaries, High School Library Assistant, High School Study Hall Supervisor**
The principals' secretaries work 8 hours per day for 210 days for a total of 1,680 hours per year. High School Library Assistant works for 8 hours per day for 196 days for a total of 1,568 hours per year. The High School Study Hall Supervisor works 7.5 hours per day for 184 days for a total of 1,380 hours.
   A. The Board will add a sixth step at an index of 1.12 to the pay scale for all support staff who are required or will be required by law to be certified and have completed certification for Para-Educators.

3. **Special Education Assistant, Clerical Assistant**
The full time Special Education Assistant is paid for 184 days per year (this includes 179 work days, 3 in-service days and 2 paid holidays). Part time assistants work a variety of hours and are assigned a variety of duties.

   The full time Clerical Assistant works for 184 days per year (this includes 179 work days, 3 in-service days and 2 paid holidays). Part time assistants work a variety of hours and are assigned a variety of duties.
   A. The Board will pay Elementary Library Assistants an additional .30 an hour above their step on the salary schedule.
   B. The Board will add a sixth step at an index of 1.12 to the pay scale for all support staff who are required or will be required by law to be certified and have completed certification for para-educators.

4. **School Lunch Personnel**
Two paid holidays (Christmas and Thanksgiving) will be added to cooks who are considered full time (30 hours or more per week). Cooks work a variety of days and hours according to the needs of the lunch program.

5. **Transportation Personnel**
Two paid holidays (Christmas and Thanksgiving) will be added to bus drivers who are considered full time (30 hours or more per week).
Special Trips

1st Hour	$ 8.00
Remaining Hours	$ 7.00
Minimum	$15.00

6. **Interpreters**
The full time interpreter is paid for 184 days per year. The Interpreter's summer pay will be $10.00 per hour or equal to the hourly rate the employee is currently making, whichever is higher.
   A. The Board will add a sixth step at an index of 1.12 to the pay scale for all support staff who are required or will be required by law to be certified and have completed certification for para-educators.

7. **Substitute Wages**

Clerical Aids Substitute	$7.40 per hour	Cook Substitute	$7.40 per hour
Secretary Substitute	$7.40 per hour	Custodian Substitute	$7.40 per hour
Bus Driver Substitute	$21.79 per trip	Interpreter Substitute	$9.33 per hour

B. Placement on Salary Schedule

Employees new to the District shall be placed on step one of the salary schedule in their department. Current employees shall be placed at the step on the salary schedule that reflects the number of years employed by the District.

C. Movement on Salary Schedule

Employees working 260 days shall move one step on the salary schedule July 1st after working more than 120 days in the previous fiscal year. Employees working 210 days or less shall move one step on the salary schedule July 1st after working more than 90 days in the previous fiscal year (July 1-June 30).

D. Method of Payment

1. **Pay Periods**

Each full time and part time employee shall be paid in twelve (12) equal installments on the 25th of each month. Hourly employees shall be paid for the hours worked and submitted to the business office by the second Friday of each month and shall receive their check by the 25th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee. Direct deposit of checks will be made available to employees hired prior to July 1, 2006 upon request. All employees hired after July 1, 2006 must use direct deposit.

Any employee that is paid in twelve equal installments shall have the option to be paid monthly for ten months according to the time clock (September thru June). The employee must notify the Board Secretary prior to September 10th of each year.

Any employee hired after the beginning of the school year shall be paid on an hourly basis.

2. **Exceptions**

When a pay date falls on or during a school holiday, vacation, or weekend, paychecks will be issued on the last previous working day.

3. **Final Pay:**

Each non-returning employee shall have the option of receiving all or any part of the employee's earned contracted salary on the last pay period of the in-school work year. Notification of the election of this option shall be given in writing to the Secretary of the Board of Education not later than the 5th day of the month in which such election becomes effective.

E. Substitute Wage Increase

The Board proposes the current rate of pay for substitutes be increased by the same percent as the negotiated increase for the salary portion of the first step of each employee category.

ARTICLE V
OVERTIME

A. Rate of Pay

1. Employees shall be paid one and one-half (1½) times their normal hourly rate for hours worked when authorized by the superintendent or designee over forty (40) hours within the defined work week.

2. Time and one-half (1 1/2) will be paid for all work performed on Saturday and Sunday except as noted in 3 below.

3. For activity drivers, Saturday work shall be paid at the regular hourly rate of pay while all Sunday work shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay.

B. Work In Different Jobs

When an employee works in two or more different types of classification of jobs in the same workweek, the employee will be paid for overtime hours at a rate of one and one-half times the average hourly rate.

C. Distribution

In non-emergency situations and where feasible, overtime for all employees shall be distributed on a rotational basis within each department with the employee possessing the greatest seniority to be offered the first available overtime each school year; then if that employee refuses it shall be offered to the next senior employee. This will continue until an employee accepts the overtime work; when overtime becomes available the next time it shall be offered to the employee immediately less senior than the employee who actually worked the last overtime.

ARTICLE VI
INSURANCE

A. Types

1. **Health, Major Medical and DXL**

   Each full time and each permanent full time bus driver shall be provided insurance coverage, which is equal to or exceeds the coverage presently in force, underwritten by a carrier approved by the Board. The board shall pay the entire single-rate cost. In cases of employees who elect to carry family coverage, the Board shall pay $70.00 per month per each such employee toward said premium. In no event shall the Board's contribution exceed the actual premium.

2. **Tax Sheltered Annuities**

   a. Each full time employee and each permanent full time bus driver electing coverage by a health and major medical program as prescribed in Article VI A.1 or one who is qualified but elects not to receive medical insurance, will have $40.00 of the difference in the monthly premium costs between the single and family coverage's paid to a tax-sheltered annuity program of the employee's choice.

   b. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities. Employees shall be able to make the initial declaration and changes in authorization of these deductions by the 1st Friday of each month.

3. **Life**
Each full time employee and each permanent full time bus driver shall be covered by a term life insurance program paid for by the board that provides a minimum death benefit of fifteen thousand dollars ($15,000), double for accidental death, underwritten by a carrier approved by the Board.

4. **Disability**
Each full time employee and each permanent full time bus driver shall be covered by a long-term disability insurance program paid by the Board that provides the following benefits:
   a. Monthly Income Benefits - 60% of employee's covered monthly compensation to a maximum benefit of $2,000.00 less any payments for that month for which employee and employee's dependents are eligible under the Federal Social Security Act. Once established, the monthly income benefits shall not be further reduced by subsequent increases in Social Security benefits. This coverage shall be further coordinated with Workmen's Compensation and sick leave benefits as presently provided.
   b. Qualifying Period - three consecutive months.
   c. Maximum Benefit Period - for accident to age 65 and for sickness to age 65.
   d. Overall Income Limit - 75% of basic monthly compensation.
   e. Minimum Monthly Benefit - $50.00

5. **School Liability**
All employees shall be covered by a school-financed liability insurance covering job-related performance of duties.

B. Coverage

1. The Board-provided insurance programs shall be for twelve (12) consecutive months, beginning September 1 and ending August 31. Full time employees new to the district shall be covered by Board-provided insurance A(l), A(2), A(3), A(4) no later than one (1) month after commencement of employment duties. A(5) is effective immediately upon performance of duties.

2. In the event group-coverage under any part of this article is unavailable for full time employees and permanent full time bus drivers due to age limitations imposed by the carrier, the Board shall not be held responsible for providing such coverage except that the Board agrees to pay the monthly "carve out" fee for those employees covered by Medicare.

C. Description

The Board shall provide each new employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

D. Continuation

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall continue throughout the balance of the school year.

Employees on paid leave shall continue to have Board contributions made according to the level described above.

Employees on non-paid leave for one (1) month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board on or before the billing date.

E. Flexible Benefits Program

1. Eligibility: All full time employees covered by this contract are eligible to participate in the Flexible Benefits Program.

2. The Flexible Benefit Program will begin on July 1 of each year and end June 30. The first contribution to the program will be the June pay period.

3. Employees may choose to participate or not to participate in the program each year or change the level of participation each year according to the Flexible Benefits Program procedures.

4. No provisions of this contract shall violate State or Federal laws regarding Flexible Benefit Programs.

ARTICLE VII
LEAVES OF ABSENCE

A. Sick Leave

1. **Accumulative Benefits**

All employees covered by the terms of this Agreement shall be entitled to sick leave for personal illness, maternity, or injury with full pay on the following basis:

1st through 3 rd year ..... 13 days
4th through 5th years ..... 14 days
6th & subsequent years ..... 15 days

Unused sick leave shall be accumulated from year to year with a maximum accumulation of one hundred twenty (120) days, plus fifteen (15) days for the current year. In the event of a question concerning whether or not a particular employee was, in fact, sick, the employer may require a doctor's certificate certifying that the employee was sick on the date claimed, which certificate shall be furnished at employer's expense.

2. **Notification to Employer**

In the event of a foreseeable need for the use of sick leave by an employee, the employee shall notify the supervisor of the necessity to alter employment commitments. Such notification shall be in writing advising of the date the employee expects to commence leave and the date the employee expects to resume full employment commitment.

If differences of opinion exist as to the employee's physical or mental ability to continue or resume the duties of employment, the same shall be resolved by a written statement from the employee's attending physician, which same shall be at employee's expense.

3. **Special Circumstance**
A leave of absence beyond the time of medical inability to perform normal work activities as certified by the employee's physician for pregnancy and childbirth be granted without salary or sick leave benefits for a period not to exceed one (1) year. Insurance coverage's may be maintained at employee's option and expense.

4. **Notification of Accumulation**
Upon written request employee will be furnished a written accounting of accumulated sick leave days no later than the final contract day of each year.

5. **Job Related Injury**
When an employee is injured by a cause arising out of and in the course of the employee's employment and received workmen's compensation under the Iowa Workmen's Compensation Act, the employer agrees to pay the difference between the employee's regular rate of pay and the benefits received under workmen's compensation. The difference, converted into time lost and calculated to the nearest one-half (1/2) day, shall be charged against the accumulated sick leave of the employee.

B. Temporary Leaves of Absence

1. **Personal Leaves**
   a. Each employee covered by this Agreement shall be credited for not to exceed three (3) full days per school year personal leaves of absence. Unused personal leave may be accumulated at the rate of one (1) day for each full day not used to a maximum of four (4) days and no more than four (4) days may be taken in any one-year. Days granted for personal leaves shall not include the day before or immediately following a holiday or vacation nor the first or last day of school. Holidays shall include Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day and Independence Day. Not more than two (2) support staff shall be absent for personal leave at the same time from any building. The principal shall be responsible for hiring and paying the substitute.
   b. In the event children of employees become involved in state sponsored competitions, the number per building and time restrictions in paragraph (a) shall be suspended.
   c. Additional emergency days may be granted at any time during the school year for emergency or personal purposes subject to the approval of the principal or supervisor. In the event of emergency leave, the principal or supervisor shall be responsible for hiring and paying the substitute. These additional emergency days can be taken at any time and not necessarily after the three (3) personal leave days referred to in paragraph (a) above.
   d. Each employee shall be reimbursed for personal leave not used at the substitute rate.

2. **Temporary Leaves of Absence, Additional Family Leave**
Up to two (2) days of leave may be used for a family illness concerning employee's spouse, son or daughter, parents, siblings, or in-laws (mother, father, son, daughter, brother or sister). The principal shall be responsible for hiring and paying the substitute. If more than two (2) days are needed, an employee shall have up to three (3) additional family leave days that may be used if said employee's personal leave days have been used.

3. **Jury and Legal**
Employees who are called for jury service will receive the difference between their pay as jurors and their regular daily rate of pay. An employee called for jury service or subpoenaed to appear before a judicial tribunal will notify employer within twenty-four (24) hours after a notice of call to jury duty or service of subpoena and suitable proof of jury service pay shall be presented to the employer. On any day when the employee is excused from jury duty during the regular working hours, he will report to work within one hour thereafter if school will still be in session.

4. **Bereavement**
Up to five (5) days of leave may be granted at any one time in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, grandparent-in-law, aunt, uncle, aunt-in-law or uncle-in-law. Up to one (1) day of leave shall be granted to an employee in the event of the death of a close personal friend or other relative not listed above. Other persons may be considered immediate family for this purpose where special conditions are determined to exist, which determination shall be made by the superintendent and shall not be subject to grievance procedures. The employers, at its discretion, may grant additional time if in the employer's discretion extraordinary circumstances are determined to exist.

5. **Association**
Up to six (6) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations, no more than half of such days to be utilized by any one employee.

6. **Job Improvement Leave**
Each employee covered by this Agreement may make application for job improvement leave, which application shall be made to and subject to the approval of the principal at least one (1) week in advance of the proposed leave. Such leaves shall be used for the purpose of
   a. Visitation to view other Districts or programs.
   b. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

      Travel, meals, lodging, and registration fees shall be deemed appropriate expenses, as well as the cost of the substitute needed to relieve the participant, all of which shall be paid by the Board.

7. **Extended Leaves**
   a. Employees may be granted extended leaves of absence by the employer for a good cause shown. The decision to grant said leave shall be within the discretion of the Board. Such extended leaves shall be without pay and shall not exceed the period of twelve (12) calendar months.
   b. Employees on extended leave shall not advance on the salary schedule or accrue other benefits during such leave. Upon return from extended leave, employees shall resume salary and accrue benefits from the point at which they were immediately prior to taking the extended leave. Employees on an extended leave shall have the option to maintain all insurance coverage's during leave at their expense.
   c. The conditions of extended leaves shall be agreed upon prior to the granting of such leaves.

ARTICLE VIII
HOLIDAYS/VACATIONS

A. Holidays

1. Twelve month employees shall be paid at their hourly rate for the following holidays: Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day and Independence Day.

2. 196 day employees shall be paid at their hourly rate for the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, Memorial Day.

3. Two paid holidays (Christmas and Thanksgiving) will be added to employees who are considered full time (30 hours and more and full time bus drivers) and who do not receive this benefit at this time.

B. Substitute Holiday

If any holiday should fall on Saturday or Sunday, the preceding Friday, or the following Monday, will be considered such holiday.

C. Holiday Pay

Employees required to work on a holiday or a day designated as a holiday will be paid time and a half the employee's hourly rate in addition to the holiday pay for all hours worked.

D. Eligibility and Allowance

For a twelve (12) month employee, the following schedule will apply:

1. As used in this agreement, vacation year means the fiscal year July 1 to June 30.
2. New employees hired during the fiscal year will accumulate one (1) day for each two (2) months of service not to exceed five (5) days during the year.
3. The service requirements for vacation with pay to be figured as of the employee's anniversary date:

   1 Year..... 10 Days
   2 Years through the completion of the nineteenth (19th) year..... 15 Days
   20 Years or more ..... 20 Days

   Such years of employment must be continuous.

E. Notice and Scheduling

1. Employees shall notify their immediate supervisor one (l) week in advance, when possible, for the scheduling of vacation days.

2. All vacation days shall be scheduled during the summer months unless approved by the superintendent.

F. Vacation Pay

Vacation pay will be at the employee's hourly rate in effect at the time the employee is scheduled for such vacation.

G. Vacation Rights in Case of Lay-Off or Termination

An employee who resigns with proper notice or is laid off, or retired, prior to taking such employee's vacation, will be compensated for the unused vacation such employee has accumulated at the employee's hourly rate of pay. In the event of the death of an employee, such accumulated vacation pay will be paid to the employee's written designated beneficiary and if no such designation has been made, then to the employee's estate.

ARTICLE IX
HOURS

A. Work Week

The week for pay purposes will commence at 12:01 A.M. on Monday and end at midnight the following Sunday. The normal workweek for most full time employees shall be five (5) consecutive days, Monday through Friday.

B. Starting and Ending Times

1. **Teacher Associates/Clerical**
   a. Full time employees work 30 hours per week or more.
   b. Each employee shall have one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon.
   c. Employees working more than four hours per day shall have a paid meal period of 30 minutes per day. Employees may be asked to stay in the cafeteria during their meal period to assist with student supervision.

2. **Secretaries**
   a. The normal full time workday shall be an eight hour day with starting and ending times determined by the building principal.
   b. Each employee shall have one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon.
   c. Employees working more than four hours per day shall have a non-paid duty-free meal period of 30 minutes per day.

3. **Custodian/Maintenance Department**
   a. **Hours**
   School Year Hours (180 days). The normal fulltime workday shall be a nine hour day with starting and ending times determined by the building principal.
   Non-School Year Hours. The normal full time workday shall be an eight hour day with starting and ending times determined by the building principal.

Second Shift. The normal full time work day shall be eight hours with exact time arranged according to work.

b. Each employee shall have one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon.

c. Employees working more than four hours per day shall have a non-paid duty-free meal period of 60 minutes per day.

4. **Transportation Department**
Bus drivers shall not be required to report for their regular route more than one half hour before the start of actually driving said route.

5. **Food Service**

a. The hours for food service workers will be arranged by the staff of each building and be based on the needs of that building.

b. Each employee working more than four consecutive hours shall have a fifteen (15) minute break.

c. Each employee shall have a paid meal period. Employees may be asked to stay in kitchen/cafeteria area during their meal period.

6. Lunch: For employees that aren't provided a duty free lunch period, and for those employees supervising lunchrooms, the district will provide a school lunch.

C. Notification

The employer shall provide by June 1 to each continuing employee, the projected regular starting and ending times as proposed for the following school/contract year. The employer may adjust regular starting and ending times during the school/contract year due to emergencies, seasonal needs, or other good reasons.

D. Substitute Hours

Hours for substitutes will be established by the district. Break times and duty-free lunch periods will be in accordance with the Master Contract language for each department.

ARTICLE X
LAYOFFS

A. Procedure

1. In the event of layoff, the least senior employee in the department shall be laid off first.

2. The employer cannot reduce the number of hours worked by any employee in place of section X-A. 1.

3. Employees shall be notified thirty (30) days in advance of a layoff.

4. A written layoff notice shall be given to affected employee(s).

B. Recall

1. Employee(s) on recall shall be recalled to any vacancy that occurs within the department for twenty-four (24) months from time of layoff.

2. Employee(s) on recall shall be notified in writing of recall.

3. Employee(s) may refuse the recall notice if the vacancy is a job with a lower rate of pay and benefit level, or is not equivalent to the number of hours worked at the time of layoff.

C. Exception

An employee specifically hired to work with an individual special education student may have hours modified based on the needs of the individual special education student. Should the services of the employee no longer be required, based on student needs, the employer shall notify the employee and shall place the employee on recall without having to implement the procedure in Section A of this Article.

ARTICLE XI
TRANSFER PROCEDURE

A. Definition

The assignment of an employee to a different building, to a different position within the same job classification (as defined in Article XIV), or to a position in a different job classification (as defined in Article XIV) shall be considered a transfer.

B. Posting

A vacancy is an opening created by the resignation or death of an employee or by the creation of a new position. An increase in hours that doesn't create a fulltime position need not be posted. The employer shall post vacancies, noting the job classification, the work location and the number of hours of work in each elementary school building, the Middle/High School, the bus garage, for at least five (5) work days before filling the vacancy. However, during school breaks when students are not in attendance, the employer shall post vacancies at the administration office and shall mail a copy to the Union president.

C. Applications

1. **Within Current Job Classification.**
   Employees desiring a transfer shall file a written transfer request with the superintendent or the superintendent's designee within the posting period. The employer shall transfer the most senior employee from the same job classification applying for the posted position. However, the employer retains the exclusive right to make decisions regarding the hiring and transfer of associates assigned to work with a particular student.

2. **Outside of Current Job Classification.**
   In the event there is no transfer request from employees within the job classification, the employer will consider applications from employees outside the classification along with applications from outside the bargaining unit. If the employer in its sole discretion determines that the skills and abilities of an employee in the bargaining unit are equal to the skills and abilities of an application from outside the bargaining unit, the bargaining unit employee shall be given preference for the position.

3. **Notice.**
   Applicants will be notified verbally or in writing when a position is filled.

D. Involuntary Transfers

Written notice of an involuntary transfer shall be given to the affected employee. The employer will not arbitrarily exercise its right to transfer employees.

ARTICLE XII
HEALTH & SAFETY

A. Procedure

1. Employees shall notify their immediate supervisor in writing of any unsafe condition within a department.

2. The employer will assure insofar as possible safe working conditions for its employees pursuant to applicable law. In case of a bomb threat, no employee shall be required to make a search for it.

B. Equipment

The District shall provide for all safety equipment required by law, rules, or the District.

C. Physicals

Pre-employment physicals shall be required by the district. Each new employee shall show evidence of physical fitness when employed by the district. Bus drivers shall have a physical every two years, with the Board reimbursing the employee for the cost of the physical not covered by the insurance plan up to the amount of $45.00.

ARTICLE XIII
EVALUATIONS

A. Procedure

Employees shall be notified by September 15 of each year as to who will be their evaluator.

B. An employee beginning a new job will be evaluated after thirty (30) days of work. All employees shall be evaluated at least once a year. A copy of the evaluation will be given to employee within one (1) week of completion.

C. Evaluations will be based upon matters set forth in Schedule C.

D. Right To Grieve

All employee evaluations are to be fair and accurate. Any employee who has been evaluated has the right to grieve said evaluations as unfair, unjust, or inaccurate through the grievance procedure set forth in this Agreement if the evaluation is less than satisfactory or if the same negative area is cited in two consecutive evaluations.

E. Personnel File

Employees shall have the right to review confidential contents of their personnel file. Should an employee have closed college credentials within the file, such credentials only shall not be open to review.

A copy of all evaluations and any complaint placed in an employee's personnel file shall be given to the employee immediately.

F. Other Evaluation

Any evaluation, including but not limited to, any appraisal or assessment, concerning the competence, performance or conduct of an employee that forms, or is intended to form, the basis, in whole or in part, for any adverse personnel action against an employee shall be reduced to writing, summarize the facts and conclusions pertaining to the competency, performance and conduct in question, and be immediately provided to the affected employee. Any employee has the right to grieve any such evaluation, appraisal or assessment as unfair, unjust or inaccurate through the grievance procedure of this contract.

ARTICLE XIV
SENIORITY

A. Definition

Seniority means an employee's length of continuous service with the employer. Seniority shall be by category since last date of hire as listed:

Head Custodian
Building Custodian
Part-Time Custodian
Laundry
Secretaries
Part-Time Secretaries
Media Associates
Part-Time Media Associates
Study Hall Monitors
Part-Time Study Hall Monitors
Teacher Assistants
Part-Time Teacher Assistants
Lunch Personnel
Part-Time Cooks/Helpers
Bus Drivers
Part-Time Bus Drivers
Interpreters
Part-Time Interpreters

All current employees (hired prior to July 1, 2006) will be listed in the category in which they work. If an employee works in two or more categories, they have seniority in the category which makes up the largest part of their workday.

B. Seniority List

The employer shall post a seniority list on all employee bulletin boards by October 1 of each year. A copy shall be sent to the Association President when posted.

C. Tie Breaker

If two or more employees have the same date of hire with the employer, the tie will be broken by using the last four digits of said employee's social security number. The higher number will provide the greater seniority.

D. Substitutes

Employment as a substitute, including substitutes covered in this agreement, shall not count toward seniority in any job category.

ARTICLE XV
JOB TRAINING PROGRAMS

A. **Employee Training Program**

1. Employees may apply for job training program to the immediate supervisor for permission to attend meetings, workshops, seminars, etc. related to their job.

2. If a job training program is approved by immediate supervisor and superintendent, travel, meals, lodging, registration fees, and substitute costs shall be deemed appropriate expenses all of which shall be paid by the Board.

3. If a specific job training program is required by the Board, in addition to the expenses paid in A (2), the employee shall be paid for actual time in attendance at the employee's hourly rate, such hours to be included in the employees total hours of the work week.

OSAGE COMMUNITY SCHOOL DISTRICT

Job Training Program Application Form
Please submit to your immediate supervisor.

Job Training Program Description:

Title:_____
Date(s):_____
Location:_____
Fees and Costs:_____
Program Description and Relation to Job:

_____

_____

_____

Employee_____ Date_____

District Disposition:

_____ A.2 Approved with appropriate travel, meals, lodging, registration fees, and substitute costs if any paid by the Board.

_____ A.3 Approved with appropriate travel, meals, lodging registration fees, and substitute costs if any paid by the Board. Additionally, the employee shall be paid for actual time in attendance at the employee's hourly rate, such hours to be included in the employee's total hours of the workweek. This training is requested by the Board.

_____ If the employee receives a stipend for the Program while being paid by the district, the employee has a choice to keep the stipend and not be paid by the district or to sign over the stipend to the district and receive compensation for all costs.

_____ Denied for _____

1 copy for employee
1 copy for supervisor

ARTICLE XVI
GENERAL PROVISIONS

A. Printing Agreement

The expense of printing this Agreement will be shared equally by the Board and the Association.

B. Notices

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement or otherwise, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party:

1. If by the Association, to the employer at Administrative Building, 820 Sawyer Drive, Osage, Iowa 50461 addressed to the attention of the Superintendent.

2. If by the employer, to the OESA/ISEA President Sandy Lennox at Osage Middle School, 820 Sawyer Drive, Osage, Iowa 50461.

ARTICLE XVII
DURATION

A. Duration

This agreement shall be effective commencing July 1, 2006, and ending at midnight on June 30, 2007.

B. Automatic Renewal

This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify this agreement. In the event that such notice is given, negotiations shall proceed pursuant to Chapter 20 of the Code of Iowa.

C. Execution

In witness whereof, the parties hereto have set there hand on May 2, 2006.

FOR THE ASSOCIATION

Sandra Jo Lennox
Osage Educational Services Association
President

Angel Westling
Osage Educational Services Association
Negotiator

FOR THE EMPLOYER

Jon Eidson
Osage Community School
Board President

Osage Community School
Superintendent

SCHEDULE A
GRIEVANCE REPORT FORM

PERB #_____

_____
Date Filed

Osage Community School District

_____ Building

Distribution of Form (each step)

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

_____
Name of Grievant

SECOND STEP

A. Date Grievance Occurred_____

B. Section(s) of Contract Grieved_____

C. Statement of Grievance_____
_____
_____

D. Relief Sought_____
_____
_____

_____ _____
Signature Date

E. Disposition by Principal or Immediate Supervisor_____
_____
_____

_____ _____
Signature of Immediate supervisor Date

THIRD STEP

A. _____ _____

Signature of Grievant | Date Received by Superintendent or Designee

B Disposition by Superintendent or Designee_____

_____

_____

_____ _____

Signature of Superintendent or Designee | Date

FOURTH STEP

A. _____ _____

Signature of Grievant | Signature of Association President

B. _____ _____

Submitted to Arbitration | Date Received by Arbitrator

C. Disposition and Award of Arbitrator_____

_____

_____

_____ _____

Signature of Arbitrator | Date of Decision

SCHEDULE B
Dues Deduction Authorization Form

_____ For Employer Use Only
(Do not fill out)

_____
Employee No.

_____ $_____
Date Started Amount

CHANGES:

_____ $_____
Date Amount

_____ $_____
Date Amount

_____ $_____
Date Amount

_____ $_____
Date Amount

Authorization for Payroll Deduction for Education Association Dues.

_____
First Name Initial Last Name

I hereby request and authorize the Board of Education of the Osage Community School as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Osage Community Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through August from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

_____ _____

Social Security No._____

SCHEDULE C
Employee Evaluation Form

Name of Employee: _____
Date of Evaluation: _____

The evaluator shall consider the following factors:

A. Indicate areas of strength and/or areas needing improvement and recommendations for improvement.

B. Overall rating of employee:

_____Satisfactory _____Unsatisfactory

C. Employee's reaction (to be filled in by the employee).

_____ _____
Signature of Employee Signature of Evaluator

_____ _____
Date Date

A signature on this appraisal form does not necessarily mean the employee agrees with the opinions expressed, but merely indicates she/he has read the analysis, had an opportunity for discussion and understands that she/he has the privilege of providing her/his own reactions to the evaluation.

Letter of Understanding

The Osage Education Association and the Osage Community School District have reached the following mutual understanding related to the first Master Agreement:

1. The current route bus drivers are covered under Alliance Select, one of the two existing Blue Cross/Blue Shield Health and Major Medical policy options. Such coverage, will continue for full time route drivers for the 2001-02 Master Contract. Mary Betts, Sandy Huebsch, Larry Henaman, Don Schweiger, Dana Thompson, Ron Valasek, Don Breon, _____.

2. All costs for Wellness Program will be paid by the Board. Eligible members include all faculty and staff.

_____ _____

For the District For the Association