SAYDEL CSD / PPME #2003 (MIXED) 06-07

# SAYDEL

CONTRACT AGREEMENT BETWEEN

## SAYDEL COMMUNITY SCHOOL DISTRICT

AND

## PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES

LOCAL UNION NO. 2003
STATE OF IOWA I.U.P.A.T., AFL-CIO
MAINTENANCE EMPLOYEES LOCAL UNION 2003
STATE OF IOWA
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, IUPAT, AFL-CIO

*2006-2007*

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## PREAMBLE

This agreement entered into by and between Saydel Community School District and Public, Professional, and Maintenance Employees Local Union 2003, State of Iowa International Union of Painters and Allied Trades, IUPAT, AFL-CIO represents the complete and final agreement on all bargainable issues.

## ARTICLE I
## DEFINITIONS

A. The term "Employer" as used in this Agreement shall mean the Saydel Community School District. The term "Board" as used in this Agreement shall mean the Board of Directors of the Saydel Community School District or its duly authorized representatives or designees.

B. The term "Employee" as used in this Agreement shall mean the employees included in the bargaining unit described below.

C. The term "Union" as used in this Agreement shall mean the Public, Professional, and Maintenance Employees Local Union 2003, International Union of Painters and Allied Trades, IUPAT, AFL-CIO or its duly authorized representatives or designees.

D. The term "Act" as used in this Agreement shall mean the Iowa Public Employment Relations Act, Chapter 20 of the Code of Iowa 1997, and any acts amendatory thereto.

E. The term "regular full-time employee" as used in this agreement shall mean all employees who regularly work forty (40) hours a week or more for the District.

F. The term "regular part-time employee" as used in this agreement shall mean all employees who regularly work less than forty (40) hours a week for the District.

## ARTICLE II
## RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for, and limited to, the appropriate bargaining unit as determined and ordered by the Iowa Public Employment Relations Board in Certification Instrument (Case Number 849) issued by the PERB on the first day of December, 1976, and Case Number 966 issued by the PERB on the 28th day of April, 1997, and any amendments thereto. The unit described in the above certification is as follows:

INCLUDED: All regularly employed bus drivers, custodians, maintenance personnel, mechanics, food service personnel, cooks, assistant cooks, dishwashers, cafeteria aids, laundry service personnel, parking lot attendants, teacher aides, attendance clerks, and Middle School/High School bookkeepers.

EXCLUDED: All other employees of the District, and all employees excluded by Section 4 of the Act.

## ARTICLE III
## SEPARABILITY AND SAVINGS

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

## ARTICLE IV
## EVALUATION PROCEDURE

A. The performance of employees in their first and second years of employment shall be observed and evaluated a minimum of once each semester. Adjustments may be made for those employees starting other than at the beginning of the year. Employees beyond their second year of service will be observed and evaluated at least once each year during the first semester.

B. The immediate supervisor will, within twenty (20) days after the employee's duties officially commence, acquaint the employee with the evaluation forms and procedures. Custodians and maintenance employees will be evaluated by their administrator and/or supervisor.

C. The evaluation will be in writing and a copy given to the employee.

1. The written evaluation of the employee will be followed within 20 days by a personal conference between the employee and the evaluator.

2. The employee shall have the right, if he/she disagrees with the evaluation, to submit a written explanation to his/her immediate supervisor and file copies with the superintendent within five (5) working days of the evaluation conference.

3. The written response of explanation to all evaluations will be attached to the file copy of the evaluation.

D. The employee will be asked to sign the evaluation. Such signature shall be understood to indicate the employee's awareness of the content but such signature will not necessarily mean agreement with the evaluation.

E. No written comments concerning the employee's performance shall be placed in the employee's official personnel file unless they have been copied to the employee. The employee shall have the opportunity to respond in writing which response must be made within five (5) working days. The employee will be granted a meeting upon request. Request must be made within five (5) days of providing the written response.

## ARTICLE V
## UNION RIGHTS

A. Use of Facilities. The Union shall have the right to make use of school buildings and facilities at reasonable times for a reasonable number of meetings, and to make use of equipment, including typewriters, mimeograph machines, other duplication equipment, calculating machines, and audiovisual equipment. Use of the buildings shall in no way interfere with any aspect of the instructional or extracurricular program. The use of equipment shall be only when it is not otherwise in use for instructional or extracurricular programs. The union shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any out-of-pocket expenses which the school district may incur because of the use of facilities or equipment. The principal of the building shall be notified of the time and place of all meetings and shall be required to give prior approval of all such meetings.

B. The Union may use district mail system for communications to employees.

## ARTICLE VI
## DUES CHECK-OFF

A. The Union will have the responsibility of informing each of its Employees of the voluntary nature of authorization by an Employee for the deduction from the Employee's pay to cover dues and for the procedure for revoking an authorization.

B. The Union will distribute to its members an authorization form advising the member that the dues deduction is voluntary on the member's part, and that the member also may terminate the dues check-off at any time by giving thirty (30) days written notice to the Employer.

C. Deductions under this provision shall only include the regular periodic amounts required to maintain the Employee as a member in good standing.

D. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

E. Authorization forms for new Employees must be received in the business office of the school district by 9:00 a.m. on the third workday of each month. Any forms filed after this time will have the dues deducted on the regular payroll date in the following month.

F. The Employer shall transmit to the Union the dues deducted within ten (10) working days of the last working day in each month, together with a list of the Employees for whom the deduction was made.

G. The Union agrees to indemnify and hold harmless the Employer, the Board, and the Employer's authorized representatives from any and all claims, costs, suits or other forms of liability that might arise out of the Employer agreeing to make a dues deduction on behalf of the Union.

## ARTICLE VII
## OTHER PAYROLL DEDUCTIONS

Upon written authorization from an employee, the Employer shall deduct from the salary of an employee for tax-sheltered annuities, Polk County School Employee Credit Union, United States Savings Bonds or United Way providing such deductions is at least ten ($10.00) dollars. Deposits will be post marked no later than three working days after payday.

## ARTICLE VIII
## STEWARDS

The Employer recognizes the bargaining unit's right to have a maximum of two (2) stewards to be selected by the Employees from among the employees in each individual unit (custodians, cooks, Teacher Aides, bus drivers). The Union shall notify the employer of the names of any new stewards selected by the bargaining unit.

## ARTICLE IX
## VISITATION

The Union shall notify the employer of the name of the business representative. The business representative will be permitted to visit the employee's work site to ascertain the agreement is being complied with. The business representative will obtain permission from the Superintendent or his/her designated representative prior to each visit and will not interfere with the employer's operation.

## ARTICLE X
## BULLETIN BOARDS

The Union shall be permitted to post official union notices in the area where unit employees regularly work. All notices must be approved by the Superintendent or his/her designee before posting is authorized.

## ARTICLE XI
## GRIEVANCE PROCEDURE

A. The parties agree that there should be an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement.

B. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. There shall be no obligation by the Employer to consider any grievance not filed or appealed in a timely manner.

C. An aggrieved person must be represented at all steps of the grievance procedure by himself/herself, and at his/her option, by a representative selected or approved by the Union. When the Union does not represent the grievant, the Union shall have the right to be present at all levels as a party of interest. Union retains the right to approve all settlements.

D. Steps of the Grievance Procedure:

Step 1. An Employee shall discuss an alleged grievance orally with the employee's immediate supervisor within five (5) working days following the alleged occurrence in an effort to resolve the matter informally. (Refer to Attachment A for the current employee table of organization).

Step 2. If the oral discussion of the Step One fails to resolve the matter, the Employee shall present a grievance in writing to the designated supervisor within five (5) working days from the date of the informal meeting in Step One. Within five (5) working days of receipt of the written grievance, there shall be a meeting between the supervisor and the Employee. Within five (5) working days after the Step Two meeting, the supervisor will answer the grievance in writing.

Step 3. If the supervisor's answer in Step Two fails to solve the alleged grievance, the Employee shall refer the alleged grievance in writing to the school Superintendent or the designated representative within five (5) working days of the receipt of the Step Two answer. A meeting with the Employee and the school Superintendent or his/her designated representative shall be held within ten (10) working days after receipt of the grievance by the Superintendent. Within five (5) working days of the meeting, the Superintendent or his designated representative shall indicate his disposition of the grievance in writing and furnish a copy thereof to the Union.

Step 4. If the Employee is not satisfied with the disposition of the grievance at Step Three, the Employee and the Union shall consult and decide whether or not to proceed to Step Four. The Union must submit in writing a request for arbitration to the Superintendent within ten (10) working days from the receipt of the Step Three answer from the Superintendent or his/her representative. At the same time that the union makes the request for arbitration, the Union and the Employer shall request in writing the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators. At a mutually agreeable time following the receipt of the list of the panel of seven (7) arbitrators, the parties shall meet to select a single arbitrator.

At this meeting, each of the two parties will alternately strike one (1) name at a time from the list until only one (1) name remains. The parties shall determine by lot who shall strike the first name. The remaining name shall be the arbitrator.

The arbitrator's decision shall be in writing and shall set forth his/her findings, reasonings, and conclusions on the issues submitted. The arbitrator's decision shall be made within thirty (30) working days after the close of the arbitration hearing. The decision of the arbitrator shall be binding on the parties.

The arbitrator shall have no power to alter, add to, or detract from the specific provisions of this Agreement. No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established to the Employer by constitutional provisions, statute, custom or other legislative act.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own costs of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

E. If the supervisor referred to in Step 1 and Step 2 are the same person, the second meeting requirement in Step 2 will be void and the designated supervisor shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

If the employee's immediate supervisor is the Superintendent or his/her designated representative as outlined in Step 3, then Step 2 will be void and the employee will move from Step 1 to Step 3 of the grievance procedure.

F. If the union of any Employee files any claim or complaint in any form other than under the grievance procedure of the Agreement, the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

## ARTICLE XII
## HEALTH AND SAFETY

A. The Employees must report any injuries due to work or incurred while working, to the Business Manager or in his/her absence to the Superintendent's office within twenty-four (24) hours of the time the injury is sustained.

B. Physical Examinations

1. All new employees working in the kitchen shall provide evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis, prior to their receiving their first pay check.

2. All continuing employees working in the kitchen shall provide evidence of physical fitness to perform duties assigned and freedom of communicable disease, including tuberculosis once every three (3) years.

3. All bus drivers are required to provide evidence of fitness to perform duties on a form provided by the employer by July 1st of each year. Employees hired after July 1st of any year

shall provide evidence of fitness on a form provided by the employer by a date specified by the employer.

C. Evidence of physical fitness under Section B, subsection 1 and 2, shall be limited to a statement by a licensed physician of the employee's choice. The charge for said examination shall first be submitted to the insurance carrier, and the amount that the insurance company does not pay for, up to a maximum of $50.00, upon appropriate receipt of charges and insurance company payments, will be paid by the District.

D. The Employer may require any employee to receive a physical examination, in addition to those required under Paragraph E, when in its judgment such an examination is relevant to an Employee's performance or status. The examining physician shall be selected by the Employer and the Employer shall pay the cost of such examination.

E. When an employee is required to have a physical, the employer will notify the employee in writing before the end of the preceding school year.

F. 1. Employees shall report any unsafe conditions to the Superintendent of Schools or his/her appointed designee. Drivers shall inspect their buses for damage upon each return to the bus lot and shall report any damage, in writing, to the head bus mechanic immediately.

2. Employees shall report, in writing immediately any defective equipment to their immediate supervisor.

G. Recognizing that the health of individual employees and the health of other employees and students is a factor of concern, effective July 1, 1994, smoking will be prohibited in all Saydel School District buildings and district owned vehicles. Smoking will be permitted on Saydel School District grounds provided employees are discrete and give consideration to the presence of students.

## ARTICLE XIII
## HOURS OF WORK

1. PURPOSE. The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. The determination of the daily and weekly work schedule shall be made by the Employer.

2. WORK WEEK. The work week shall begin at midnight on Sunday and end at midnight the following Sunday.

3. SNOW DAYS. Employees who are not required to report for duty due to the closing of a building because of weather conditions may be required to make up such days. If the employee is required to make up such a day on a Saturday, the employee shall be paid at one and one-half (1 ½) his/her regular rate of pay for the hours worked. If the employee is not required to make up such a day, the employee shall be paid at his/her regular rate of pay for the day(s) not made up.

4. EMPLOYEE HOURS.

A. BUS DRIVERS.

1. The Employer shall establish the employees starting time and the time for bus departure. Employees shall be paid from a period of ten (10) minutes prior to departure time and up to five (5) minutes following return from a bus run or route. The Employer in its sole discretion may pay for additional non-driving time worked.

2. In the event of a cancellation of school in an emergency a calling tree will be used to notify drivers. In the event the first person on the calling tree is not notified by 6:15 a.m., drivers reporting to work will be paid their hourly rate for the minimum hour specified in Schedule A.

3. Athletic passes for out-of-town games shall be provided to athletic drivers for their athletic runs. If athletic passes are not honored at the athletic event, the employer shall reimburse the employee for the cost of admission to the event.

4. Employees shall not be paid for time spent attending any bus driver training required by law. The employer will pay for any fees for this required training.

5. The District will attempt to notify the driver of a field trip at least two (2) days in advance.

6. The Employer shall schedule in-service meetings, as the employer deems necessary.

B. FULL-TIME EMPLOYEES

1. WORKDAY. The normal workday shall consist of eight (8) hours of work. One-half (1/2) hour as close to the middle of the shift as possible should be observed as a paid lunch period.

2. WORK WEEK. The normal work week shall be forty (40) hours per week.

3. REST PERIODS. Employees shall be granted a fifteen (15) minute rest period during the first four hours of the shift and a fifteen (15) minute rest period during the second four hours of the shift. The rest periods shall be scheduled as near the middle of the shift as possible.

C. PART-TIME EMPLOYEES

1. WORKDAY. The normal workday shall be assigned by the Employer.

2. WORK WEEK. The normal work week shall be assigned by the Employer.

3. Any employee working more than five (5) consecutive hours will receive a paid thirty (30) minute lunch break.

4. Any employees working four (4) consecutive hours, but who does not qualify for a paid lunch, shall be granted a fifteen (15) minute rest period. The rest period shall be scheduled as near the middle of the scheduled shift as possible.

## ARTICLE XIV
## WAGES AND SALARIES

A. Employees shall be paid at the rate specified for their job classification of Exhibit "A" attached to this Agreement.

B. Pay period: Payment shall be made the 20th day of each calendar month. When the 20th day falls on or during a school holiday, vacation or weekend, or a day when school is not in session employees shall receive their paychecks on the last working day prior to the twentieth.

Employees, except cooks, may be paid on a 12 month basis (12 equal installments) or paid for actual time worked each month (cooks always paid monthly, actual time). Those employees electing to be paid in 12 equal installments on a monthly basis must notify the District's business office on or before June 1, if they are 12 month employees and all other employees must notify on or before July 1. Any employee who fails to provide timely notice will be paid for actual time worked each month of the year.

Bus drivers, who do not regularly work during the summer but drive occasionally, may be paid monthly or opt to take payment as comp-time to be added to September check as payment or continued as comp-time.

C. Employees who are transferred to a higher job classification for twenty (20) or more working days shall be paid at a higher rate after completion of the twentieth day, retroactive to the first working day in the higher classification.

D. Employees working a gate at games shall be given athletic passes to regular district events for themselves and immediate family.

E. Employees shall be given athletic passes to regular district events for themselves.

F. If an employee retires from the Saydel School District with 10 years of service and has reached 60 years of age, that employee will receive an individual lifetime pass to all Saydel School sponsored activities.

G. Uniform Reimbursement

1. Regularly employed food service personnel will be reimbursed for required clothing (shirt, pants, shoes) in the amount of $100.00 per year upon presentation of a valid receipt to the business office. This does not include substitutes.

2. Custodians, who are required to wear a District approved uniform, will be provided the uniform, including cleaning and servicing, at no cost to the employee. The employee will be responsible for the costs of replacing any lost or damaged uniforms. New employees shall place a $100 deposit for uniforms which shall be returned upon separation and uniform return. Deposit can be taken through payroll deduction.

H. In the event a field trip or athletic run must remain overnight due to inclement weather or for overnight trips approved by the Superintendent or his/her designee, the employer will reimburse the driver for motel accommodations and $8.00 per day for meals. Time spent at the motel (eight (8) hours minimum) will be non-paid time.

I. Longevity. All regular employees will receive nine cents ($0.09) per hour, in addition to the hourly wage rate, after each five (5) years of continuous employment with the District.

J. Maintenance of Certification. With prior District approval, the District will pay for any training necessary for custodial personnel to maintain any special certification or license required for the performance of their job duties.

K. After two years of continuous service, the District will pay a bus driver the difference between the cost of a regular driver's license and the license required of the employee by the District.

L. Food Service Certification. The District will reimburse food service personnel for annual dues to the FSMA and ISFMA. The District will reimburse food service employees for the cost of attending district approved certification courses.

M. Substitute Authorization Certification. Teacher Aides, who have obtained their Substitute Authorization Certificate and agree to work as a substitute teacher in either a special ed or Title I classroom, shall be compensated at eighty-five dollars per day ($85.00) in lieu of their regular hourly rate for any days they perform as a Substitute Teacher.

## ARTICLE XV
## OVERTIME

A. Overtime shall be paid for at the rate of time and one-half (1 ½) the Employee's straight time hourly rate for work performed in excess of regular scheduled forty (40) hours in any given work week. All paid leave time will be counted as time worked for purposes of computing overtime. Overtime shall not be paid more than once for the same hours worked. Work performed on Sunday will be paid for at two (2) times the Employee's straight time hourly rate. Overtime work shall be assigned as early as possible by implementing a voluntary rotation wheel, beginning with the most senior employee in the classification requiring the overtime work. In the event the senior employee cannot be reached or does not accept the assignment, the next senior employee shall be offered the overtime assignment, continuing in this manner until all employees have had the opportunity to work overtime. NOTE EXCEPTION: If the overtime is for less than two (2) hours and can be an extension of a shift, the employee on duty whose shift is affected shall have the first opportunity for overtime.

B. Compensatory time shall be recorded commencing June 1 of each year and must be taken by August 15 of the year following. By March 1, the District will notify the Employee of the amount of earned, unused compensatory time for the employee. The employee will have until March 31 to schedule when this compensatory time will be used. If the employee fails to schedule by March 31, the District may schedule when the employee will use the compensatory time. If compensatory time is unused by August 15, the employee will be paid for the overtime as if compensatory time had not been granted. Requests for compensatory time must be approved by the Employer in advance.

C. The employee will be called in to work for a minimum of one hour of time actually worked.

## ARTICLE XVI
## USE OF PERSONAL VEHICLES

A. If an employee is required to work in more than one building, the employee will be reimbursed for travel between buildings at the Board established rate.

B. If an employee uses his/her personal vehicle for authorized school business, the employee will be reimbursed at the Board established rate.

## ARTICLE XVII
## LEAVE OF ABSENCE

A. Sick Leave. Employees are granted leave of absence for personal illness or injury, with full pay, in the following amounts:

| | |
|---|---|
| 1. The first year of employment | 10 days |
| 2. The second year of employment | 11 days |
| 3. The third year of employment | 12 days |
| 4. The fourth year of employment | 13 days |
| 5. The fifth year of employment | 14 days |
| 6. The sixth year of employment | 15 days |

The above amounts shall apply only to consecutive years of employment in the Saydel Community School District. All regular full-time and regular part-time employees shall have their unused portions cumulated to a maximum of one hundred thirty-five (135) days. Sick leave is earned and used in hourly increments, according to the hours assigned to the employee. If a part-time employee goes to full-time status, the number of sick leave days available to the employee will be pro-rated according to the percentage of a full-time day that the employee worked while accumulating the leave. The employer may require such reasonable evidence as it may desire confirming the medical necessity for such a leave of absence but this will not be required for a sick leave of three (3) days or less unless the employer suspects abuse. A physician chosen by and paid for by the employer may review the employee's medical evidence. An employee must exhaust accumulated sick leave before being eligible for disability insurance benefits. Three (3) days per year of accumulated sick leave may be used for illness or injury of the employee's spouse or minor child.

B. Bereavement Leave.

1. IMMEDIATE FAMILY. Employees shall be allowed a total of five (5) days per occurrence for death in the member's immediate family as hereinafter defined. Immediate family bereavement leave shall be granted in case of death of the spouse, child, father, mother, brother, sister or grandchild of said Employee. Employees shall be allowed a total of three (3) days per occurrence for death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or grandparent.

2. EXTENDED FAMILY AND FRIENDS. Employees shall be allowed a total of two (2) days per year leave, not cumulative, for the death of the employee's extended family and friends.

C. Emergency Leave.

Employees shall be allowed a total of three (3) days per year leave, not cumulative, for emergencies as hereinafter defined. An emergency is an unexpected occurrence, unusual and infrequent in occurrence, which requires the employee's absence from work.

D. Business Leave.

1. Two (2) days per year may be allowed to conduct essential business that cannot be conducted outside the normal work day.

2. Except in the case of an emergency situation, application shall be made in writing at least three (3) school days prior to the requested leave date and must be submitted to the office of the Superintendent for approval. Should an emergency situation occur where it would not be possible to make application for prior approval, the necessity of securing prior approval shall

be waived. However, the affected employee shall be expected to notify his/her principal, or the principal's designee, of such an emergency. It is understood that when this situation occurs, the employee shall be required to make formal application for approval upon the day of return from such leave.

3. The day immediately preceding or immediately following a legal holiday or school recess or the first or last week of school shall not be recognized as a business leave day.

4. Those employees whose religious affiliation requires that the employee observe and attend recognized holidays within said religion may use business leave days for that purpose and said employee shall not have the cost of the substitute deducted.

E. Jury Leave.

In the absence of extraordinary circumstances, Employees in the school system may be excused for jury duty. In order that no Employee shall suffer financial loss the Employer pays regular salary and the Employee shall give back to the Employer the per diem received from court. Notice of call for jury duty service shall be reported to the Superintendent of Schools or his/her designee upon receipt of the notice.

F. Military Leave of Absence.

Military leave will be granted to an Employee in accordance with applicable federal and state laws governing military leave. Such leave shall be without pay except as provided by Chapter 29A of the Code of Iowa.

G. Leave of Absence Without Pay.

Leave of absence without pay may be granted to an Employee by the Employer for any bona fide reason as determined by the Superintendent of Schools. Whenever possible, an Employee must make an application for authorization for such a leave at least seven (7) calendar days during the summer months and fourteen (14) calendar days during the school year before said leave would commence. Said leave may be extended by the Employer upon request from the Employee. Whenever possible, the Employee must make such a request for an extension within seven (7) calendar days prior to the leave's expiration date. The Employer may require such reasonable evidence as it may desire confirming the necessity of such leave of absence.

An Employee granted a leave of absence for more than five (5) working days pursuant to this section, shall not be eligible for fringe benefits or accrued retirement, vacation, sick leave, or seniority during the entire period of such leave except as otherwise provided by state law.

If the Employee does not return to work immediately upon the expiration of the leave of absence, or extension thereof, said Employee may be terminated.

Upon return from leave of absence, the Employee shall return to his/her former job if physically qualified and if said job is in existence.

## ARTICLE XVIII
## VACATIONS

A. Eligibility. All regular full-time twelve (12) month Employees will be given vacations as provided herein. Such Employees shall be granted an annual paid vacation on their anniversary date of full-time employment.

B. Pay. Employees entitled to a paid vacation will be paid on the basis of their regular straight time rate for forty (40) hours for each week.

C. Vacation Periods. The following schedule of vacation periods shall apply.

| | |
|---|---|
| One (1) year but less than five (5) | two (2) weeks |
| Five (5) years but less than ten (10) | three (3) weeks |
| Ten (10) years and over | four (4) weeks |

D. Limitations. Employees may submit vacation bids for the calendar year on January 2. Vacation bids will be honored and scheduled according to seniority. The scheduling of vacation for Employees shall be made by the Employer. Employees who have earned vacations cannot postpone or defer a vacation from one (1) year to the next. No Employee shall be paid vacation pay in lieu of taking a vacation. Employees may take not more than two (2) consecutive weeks of vacation at any one time. The Employer reserves the right to limit the number of employees on vacation at the same time. Employees desiring a longer vacation than two (2) weeks may make application to the Superintendent of Schools. The Superintendent of Schools will consider such requests on a case by case basis.

E. Vacation Rights. Employees who are laid off, discharged, retired, or who resign prior to taking their vacation shall be compensated for earned vacation unused by the Employee at the time of the separation, provided, however, that in the event the Employee is discharged for misconduct or quits without a minimum of two (2) weeks advance notice, their vacation pay shall be forfeited.

## ARTICLE XIX
## HOLIDAYS

A. Employees who have completed the probationary period are eligible for the following paid holidays to wit:

1. Regular twelve month full-time employees:

   a) New Years Day
   b) Memorial Day
   c) Independence Day
   d) Labor Day
   e) Thanksgiving Day
   f) Day after Thanksgiving Day
   g) Christmas Day
   h) Either the day before or day after Christmas Day as designated by the Superintendent.

2. All other regular full-time employees:

   a) New Years Day
   b) Memorial Day
   c) Thanksgiving Day
   d) Day after Thanksgiving Day
   e) Christmas Day

3. Regular part-time employees who work a minimum of five and one-half (5 ½) hours five (5) days a week:

   a) Thanksgiving Day

B. Holiday Pay. Employees will be paid their regular rate of pay for the number of hours the employee is regularly assigned. To be eligible for holiday pay, the employee must meet the conditions that day, and the employee must work all of the regular hours on the work day preceding and on the work day following the holiday, unless on approved paid leave. Any employee on an unpaid leave of absence or layoff is not eligible for holiday pay.

C. Holiday Work. Employees who work on a holiday shall be paid their holiday pay plus their regular rate of pay for the hours actually worked. Part-time employees shall not be required to perform duties on any of the holidays.

D. When a holiday occurs during an employees' vacation, the employee shall receive one (1) additional vacation day.

E. When a holiday falls on Saturday, the day before shall be considered the holiday. When a holiday falls on a Sunday, the following day shall be considered the holiday.

## ARTICLE XX
## SENIORITY

A. 1. Seniority means an Employee's length of continuous service with the Employer since his/her last date of hire, except that seniority for bus drivers on the athletic wheel will have two (2) seniority dates: one seniority date from their original date of hire for all positions within their agreement and a second seniority date for the athletic wheel beginning from the date the employee continuously drove as a regular or substitute athletic driver.

2. Date of hire shall be defined as the date the employee first reports for work. If two or more employees have the same hire date, seniority shall be determined by using the last two numbers of the employee's social security number, with the employee having the highest number being the most senior.

B. Probation. A new Employee shall serve a probationary period of sixty (60) days. Upon completion of the probationary period the Employee shall be put on a seniority list and the Employees seniority shall be determined from the Employees last date of hire. Probationary Employees may be terminated for any reason without recourse to any procedure in this Agreement. Substitute bus driving time will count toward the probationary period.

C. Seniority List. The Union shall be furnished with a seniority list by job classification of all Employees covered by this Agreement within thirty (30) days after its execution.

D. Employees shall not lose seniority for the following reasons:

1. Job transfer within the bargaining unit.
2. Approved leave of absence..
3. Medical leave of absence.
4. Military service.

## ARTICLE XXI
## STAFF REDUCTION PROCEDURES

A. The Board shall have the right to determine when it is necessary to have a reduction in staff and shall have the right to determine which position shall be reduced.

B. Procedures. When the Board determines a reduction in staff is necessary, the following procedures shall be followed:

1. The Board shall attempt to accomplish reduction through natural attrition within the classification where reduction is being made.

2. In the event the Board determines a reduction in staff cannot be adequately accomplished through attrition, the Board shall reduce probationary employees within the affected classification first. If further reductions are necessary or there are no probationary employees 2within the affected classification, the Board shall reduce part-time employees within the classification where reduction is being made unless the part-time employee is needed to maintain an existing office or department or possesses special skills and ability required to meet the needs of the school district.

3. In the event the Board determines a reduction in staff cannot be adequately accomplished through attrition and/or the reduction of probationary and part-time employees pursuant to paragraphs B.1 and B.2, the Board shall reduce the least senior employee within the classification where reduction is being made.

4. The District will notify by mail no later than July 1st, employees whose positions are anticipated to be eliminated during the following school year.

5. Reduction shall be made in the following classifications:

| | | |
|---|---|---|
| a. Director of Maintenance | f. Head Mechanic/Coordinator | k. Cashier |
| b. Maintenance/Lead Custodian | g. Mechanic | l. Bus Drivers |
| c. Custodian – Full Time | h. Kitchen Manager | m. Teacher Assistant* |
| d. Custodian – Part Time | i. Cooks | |
| e. Warehouse Person | j. Kitchen Aide | |

Any employee reduced from a one person classification shall be allowed to replace the least senior employee, who works similar hours, in a different classification for which he/she is qualified and has had previous in-District experience.

*Teacher Aides. If staff reductions for multiple positions within the Teacher Aides classification are to be done at the end of the school year, the District will notify all Teacher Aides. The District will compile a list of the remaining positions by building(s) and the associated hours of work for each position. Each employee starting with the most senior employee will have the opportunity to bid on any remaining position or be laid off. The District will notify employees of the time and date on which they are to complete their bids. Times and dates will be in the order of seniority, with the most senior employee being first on the list.

## ARTICLE XXII
## RECALL PROCEDURES

A. Recall. If an opening occurs within a specific job classification within one (1) year of the layoff, Employees meeting the job classification requirements will be recalled in the inverse order of layoff.

B. Employees on layoffs shall notify the Superintendent of Schools or his/her designated representative of their availability for recall and must keep their addresses and phone numbers known to the Employer. Any change of address must be in writing.

C. Laid-off employees must report for work within three (3) days after notice sent by certified or registered mail to the Employee's last known address informing him/her to report to work. If an Employee does not report as required under this section, the Employee shall suffer a loss of seniority and the employment relationship may be broken and terminated.

D. The steward shall receive notice when Employees are to be laid off or recalled.

E. Seniority and staff reduction procedures of this Agreement shall not apply in the event of a temporary layoff, which shall be defined as a layoff of not more than ten (10) working days at any one (1) time.

F. Seniority held at the time of layoff shall be maintained by the employee being recalled. However, no seniority shall be earned during the time an employee was laid off.

G. Any employee recalled pursuant to these provisions shall have restored to him/her any fringe benefits and placement on the salary schedule accrued at the time of reduction.

## ARTICLE XXIII
## TRANSFER PROCEDURES

A. Transfers Within a Job Classification. Definition. A transfer for purposes of this paragraph shall mean movement of an Employee within a given job classification.

1. For the purpose of this paragraph, transfers may be made within the following classifications: 1) Custodian Full and Part Time; 2) Food Service – Kitchen Manager, Cook, Cashier and Kitchen Aide; 3) Teacher Aides; 4) Bus Drivers.

2. Procedures. The Employer shall determine whether an opening or vacancy exists within a given job classification. Notice of such opening or vacancy will be posted in the administration office and sent to each building. The notice shall be posted in each building office and employees work area. Notice of said opening shall include the job qualifications as deemed necessary. Within seven (7) full days from the date of the posting and mailing of said notice, any Employee within that job classification desiring to apply for the opening shall do so by filing a written statement with the office of the Superintendent of Schools. The Superintendent of Schools shall notify each applicant when the position is filled.

3. Granting Transfers. The most senior employee seeking a transfer within the job classification when an opening exists will be granted the requested transfer. All transfer requests by employees within the job classification where the opening exists will be honored before any transfers from another job classification or new hires are considered.

   In the event an employee transfers to a position that involves a special needs child, the child's parent may object to the employee having such assignment, such objections must be

within ten (10) days of the employee's starting the new assignment. If an objection is made the building team will review the objection, including meeting with the employee, and make a decision as to whether the employee's working with this child is in the child's best interest and/or consistent with the requirements of the IEP. If the team decides it is not in the child's best interest, the employee shall return to their previous position (i.e., prior to the transfer). If the team determines that the employee is suitably matched with the child and IEP then the employee may stay in the position if they choose or they may transfer back to their previous position if they choose.

4. Limitations. Probationary employees, or employees who have been placed on notice for poor work performance, within nine (9) months of being placed on notice for poor work performance, will not be eligible for any transfers within a given job classification.

B. Cross Job Classification Transfers. Definition. A transfer for the purpose of this paragraph shall mean a movement of an employee to another job classification or job category within the District. The employer shall determine whether an opening or vacancy in a job classification exists. This paragraph shall not be construed as restricting the employer from exercising its right to fill any vacancy with a temporary employee or to prohibit the employer from directing the work of its public employees. Further, the employer maintains the right to hire and assign new employees to any position; however, present employees shall be given first consideration for transfers upon following the application procedures specified below.

C. 1. Procedures. When the employer determines there is a permanent vacancy or opening, notice of such opening will be posted in the administration office and sent to each building. The notice shall be posted in each building office and employees work area. During the summer, Christmas, or spring break, a copy of the notice shall also be mailed to the Union Stewards on the same date as posting, and deposited in their campus mailbox if applicable. (Stewards receiving notice shall be custodians, drivers, kitchen and teacher assistant). Notice of said opening shall include the job qualifications as deemed necessary. Within five (5) days from the date of the posting and mailing of said notice, any employee desiring to apply for the opening shall do so by filing a written statement with the office of the Superintendent of Schools. The Superintendent of Schools shall notify each applicant when the position is filled.

2. The employer shall be the sole judge of each applicant's qualifications for the opening. When two (2) or more applicants have relatively equal qualifications, the employee applicant with the greatest total seniority within the Unit shall be given priority.

D. Summer. During the summer months, notice of vacancy shall be posted in their regular work area and the lobby of the Administrative Building. Employees wishing to be kept informed during the summer months of specific vacancies within the District for which they are qualified, shall file a written request in the Administrative Offices of the District prior to the last day of scheduled classes.

## ARTICLE XXIV
## PREFERABLE RUNS

A. 1. All drivers, including regular route drivers and substitute drivers, must have one (1) or more continuous years of service as a bus driver with the District in order to be eligible to sign the field/pep trip rotation list and/or the athletic trip rotation list. Drivers will sign the field/pep rotation list and/or the athletic trip rotation list at the initial meeting of bus drivers at the beginning of the school year. An eligible driver may also sign either list after the initial driver meeting if the driver was excused from attending the meeting. Any District employee working forty (40) or more hours a week during the school year shall not be eligible to sign either rotation list.

2. The field/pep trip rotation list shall list eligible drivers by their seniority with the District with the most senior driver at the top of the list. The athletic trip rotation list shall list eligible drivers by their athletic seniority with the most senior athletic driver at the top of the list.

3. The athletic seniority list shall first list the regular athletic trip drivers with the most seniority. The athletic list will then list the eligible substitute athletic trip drivers based on their athletic seniority. A driver's athletic seniority is the total number of years in a row a driver's name has appeared on the athletic trip list or "wheel." As of 7/1/02, the number of years of athletic seniority shall be determined by consensus and will be recorded as official. There will be no opportunity to dispute the accuracy of the newly established list beyond this date.

   (a) Each regular athletic driver will be allowed two (2) weeks in the summer that may be taken off without penalty. Weeks can be taken consecutively or separately. Driver shall give the District at least three (3) weeks notice of time of usage. Only one (1) of the two (2) drivers may use this provision at any one time.

   (b) When the driver takes off this time the person's responsibilities for this time will move to the next person on the athletic wheel until someone accepts. If no one accepts, the District will be allowed by the contract to fill the other position.

4. An athletic driver will lose his/her athletic seniority due to any of the following:

   (a) Any reason set forth in Section D of Article XX, Seniority.
   (b) Failing to sign the athletic trip list at the beginning of the school year.
   (c) Refusing eight (8) athletic trips during a given school year. Drivers will not be deemed to have refused an athletic trip with less than 48 hours notice.

5. Field/pep trips and athletic trips, not assigned to the regular field/pep trips and athletic drivers, will be distributed among the eligible drivers on rotation basis. The rotations will occur in accordance with the two separate seniority lists or "wheels." If an eligible driver refuses a trip, the next available person on the list shall be offered the trip. This process shall continue until the bottom of a list has been reached. At that point, the rotation will have come full circle and the "wheel" lists will begin again with the most senior driver on the receptive list.

6. Special education and athletic drivers are to refuse any trip that would conflict with their first commitment.

7. If no regular driver accepts a field/pep trip or athletic trip, the District does have the right to assign said trip to assure that Saydel students are able to participate in these activities. If no regular driver, on that wheel, accepts the run, it will then be offered to drivers not on the wheel and then to the substitute drivers. If no driver accepts the run, it will then be assigned to the least senior driver on that wheel. No driver on that wheel will be forced to take more than two (2) forced runs per school year. Once that driver has taken his/her two (2) forced runs, it will go to the next person on the wheel by inverse seniority. If an employee accepts an additional run, he/she will not suffer any loss of pay due to loss of other time or work with the District.

B. In the event a bus driver gives up their regular route to drive a pep bus, field trip or athletic trip, the driver will receive a minimum of two (2) hours pay at the regular route hourly rate of pay. In the event the driver shows up and the trip is canceled, the driver shall be paid two (2) hours show up time.

C. If there is a major change in regular bus routes, all such routes will be reopened to the bidding process and posted for at least ten (10) days prior to the start of school, or posted for at least five (5)

working days during the school year. When a major change occurs, all bus drivers shall have the opportunity to review all the new routes at least thirty-six (36) hours in advance of the bidding process. This would not include special education driver positions. A vacancy at any time on any route would be open to bidding and decided by seniority. Special education driver positions will be open to bidding only in the event of a vacancy or the addition of a special education route. Routes will be determined by the Administration.

D. When a route is open due to termination of an employee, such regular route shall be passed as a total package.

E. When a route is eliminated or reduced, the affected driver may exercise their seniority rights to a route of choice held by a less senior driver. The less senior driver shall 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.

F. There are two regular Athletic Trip drivers. Athletic Trips will be categorized and divided as follows:

(a) High School Boys' Sports;
(b) High School Girls' Sports;
(c) Middle School Boys' Sports;
(d) Middle School Girls' Sports;
(e) High School Wrestling; and
(f) Middle School Wrestling.

At the beginning of the school year, the most senior regular athletic trip driver shall select one athletic category (i.e., (a) High School Boys' Sports) and the second regular athletic trip driver shall select one trip category. This process will continue two more times until all six-trip categories have been selected. In the event that the assigned athletic driver is unable to drive on a particular trip, the trip will first be offered to the other regular athletic driver. If neither accepts the trip, it will be distributed pursuant to the athletic trip list set forth in Section A.

In the event a regular athletic driver vacancy, bidding will be open to all drivers by first using athletic seniority.

G. A driver who is offered a field trip or athletic run with less than 24 hours notice and is unable to drive will not be charged with the trip and will not lose their place on the wheel. If the driver accepts the trip, it will be charged against them on the wheel.

H. Summer Trips. All known summer trips (i.e., summer school and Safety Town) will be posted and driving assignments will be made based on a driver's overall seniority with the District. Additional summer trips, not specifically known at the end of the school year, shall be rotated among all bus drivers, based on their seniority with the District.

## ARTICLE XXV
## INSURANCE

Employees working six (6) hours or more per day during the regular school term are eligible for the following benefits:

A. Life Insurance. The employer will provide for each eligible employee a group insurance policy consisting of $12,000.00 accidental death and dismemberment attachment at District expense.

B. The employer will pay $325 per month, for the term of this agreement, for each regular full-time employee toward the purchase of insurance.

C. Long Term Disability Insurance. Long term disability insurance (income protection) shall be provided all eligible employees. The employer will provide each eligible employee group long term disability insurance comparable to the group long term coverage plan provided employees at the time of their agreement.

D. Dental Insurance. Employees may participate in the District's dental program. Premiums shall be paid by the employee through payroll deductions.

E. Coverage. New employees shall be covered within thirty (30) days of their initial employment.

F. Carrier. If a change in carrier is being considered a Union representative will have an opportunity to meet and confer with the Employer; but any change in the selection of an insurance carrier remains the prerogative of the Employer.

G. The District will offer a Section 125 plan which allows an employee to pay the monthly health insurance premium not covered by the District, with pre-tax dollars.

## ARTICLE XXVI
## FINALITY AND EFFECT OF AGREEMENT

A. This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for the 2006-2007 year.

B. Past practices shall not constitute part of this Agreement and any subsequent or supplementary agreement must be reduced to writing and executed by both parties to be effective.

C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject as provided in Section 9 of the Iowa Public Employment Relations Act designed under said section as negotiable for collective bargaining purposes, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

By mutual agreement, this Agreement may be amended or modified and such amendments or modifications shall become part of this agreement when signed and ratified by both parties.

Date: 4-14-06

By: Brian L. Gruhn
Chief Negotiator for the School District

Date: 4-26-06

By: Lacey Jilek
Chief Negotiator for the Union

## SCHEDULE A

## JOB CLASSIFICATION AND STRAIGHT TIME – HOURLY WAGE RATE

| Job Classification | Base Rate |
|---|---|
| Director of Maint/Custodial Services | $ 16.26 |
| Maintenance/Lead Custodian | 15.54 |
| Custodian (Full-Time) | 13.98 |
| Custodian (Part-Time) | 12.65 |
| Warehouse Custodian | $ 14.38 |
| Head Mechanic/Transportation Coordinator | $ 17.78 |
| Mechanic | 15.87 |
| Bus Driver Regular/Special Ed Routes (2 Hr. Min) | 15.94 |
| Bus Driver Partial Route (1.25 Hour Minimum) | 15.94 |
| Bus Driver Activity Runs – First Two (2) Hours | 22.32 |
| Bus Driver Activity Runs – Successive Hours | 11.58 |
| Paid Meetings | 15.63 |
| Kitchen Manager | $ 13.74 |
| Cooks | 11.74 |
| Kitchen Aides | 11.28 |
| Cashier | 11.23 |
| Teacher Assistant | $ 11.43 |

ATTACHMENT A

| ***Director of Facility Services*** | ***Director of Transportation*** | ***Food Service Director*** | ***Building Principals*** |
|---|---|---|---|
| *Maintenance/Custodian* | *Mechanics*[2] | *Kitchen Manager*[5] | *Teacher Aides*[1] |
| *Full-Time and Part-Time Custodians*[1] | *Bus Drivers*[2] | *Cooks*[4] | *Custodians*[1] |
| *Warehouse/Custodian*[2] | *Bus Aides*[3] | *Kitchen Aides*[4] | |
| | | *Cashier*[4] | |

1 Report to Building Principal
2 Report to Superintendent
3 Report to Director of State & Federal Programs
4 Report to Kitchen Manager
5 Report to Food Service Director