STORM LAKE CSD/UE (BLUE COLLAR) 06-07

United Electrical, Radio and Machine Workers of America and its Local 893-I.U.P. Agreement

July 1, 2006 - June 30, 2007

Storm Lake Community School District

AGREEMENT
BETWEEN
STORM LAKE COMMUNITY SCHOOL DISTRICT
AND
UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, and its LOCAL 893-I.U.P.

This agreement is made and entered into between the Storm Lake Community School District (hereinafter referred to as the Employer) and UE Local 893-Iowa United Professionals (hereinafter referred to as the Union).

The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time and regular part-time custodial employees as certified by the Iowa Public Employment Relations Board (Case No. 5624). The Employer will not during the life of this agreement, meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this agreement.

Employees excluded from the bargaining unit are all other employees of the Storm Lake Community School District, managerial and supervisory employees and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.

ARTICLE I
GRIEVANCE PROCEDURE

1. A grievance shall be a written complaint alleging a violation involving the application and interpretation of the provisions of this agreement.

2. A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the agreement involved. The grievance shall be presented to the grievant's immediate supervisor on forms mutually agreed upon and furnished by the Union, and signed and dated by the employee or the employee's Union representative.

3. All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance. However, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

4. The purpose of the grievance procedure is to resolve, at the lowest step possible, disagreements, which may arise under the provisions of this contract.

5. Step One
Within seven (7) calendar days of receipt of the written grievance from the employee or the Union representative, the building principal will schedule a meeting with the appropriate Union representative and the grievant and attempt to resolve the grievance and return a written decision to the employee, the Union representative and the Superintendent within seven (7) calendar days following the meeting.

6. Step Two
If dissatisfied with the supervisor's answer in Step 1, to be considered further the grievance must be appealed to the Superintendent or Superintendent's designee within seven (7) calendar days from receipt of the answer in Step 1. The Superintendent or designee will schedule, within fourteen (14) calendar days, a meeting with the appropriate Union representative and the grievant to discuss and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Superintendent or designee and returned to the employee and the Union representative within seven (7) calendar days following the second step meeting.

7. Step Three
If the grievance is not resolved satisfactorily at the second step, the issue may be appealed for arbitration. The Union shall submit notice to implement arbitration proceedings to the Superintendent within fourteen (14) calendar days of receipt of the second step answer.

8. The arbitrator shall be selected by the parties within fourteen (14) calendar days after said notice is given. If the parties are unable to agree on which arbitrator will conduct the hearing, a list of five (5) arbitrators shall be requested from the Public Employment Relations Board. The parties shall determine by lot which party shall have the right to remove the first name. The parties shall alternately strike a name from the list of arbitrators until one remains. The remaining name shall be that of the arbitrator.

9. The Employer and the Union shall share equally the fees and expenses incurred by the arbitrator, with the exception of untimely cancellation fees, which shall be borne by the party making the cancellation. Any expenses for witnesses or counsel shall be borne by the party calling such witnesses or using such counsel.

10. The arbitrator shall only have authority to determine the compliance with the provisions of this agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of the agreement and shall not make any award which, in effect, would grant the Union or the Employer any matters which were not obtained in the negotiation process.

11. The decision of the arbitrator shall be final and binding on both parties of the agreement, provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

12. Grievances not appealed by the Union within the designated time limits shall be barred from proceeding. Any grievances not answered or scheduled for hearing by the Employer within the time frames shall be considered as waived to the next step of the procedure.

13. In the event the U.S. Mail is used, the mailing of the grievances or response thereto shall be considered timely if postmarked within the time limits.

14. The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of the agreement.

15. The Union shall provide the Employer with a written list setting forth the names of Union stewards and staff, which shall be updated as necessary. This list is for informational purposes only and shall be for the Employer's use when a worker requests Union representation during an Employer's investigator interview.

16. All processing of grievances and investigated grievances shall be during non-clock time and shall be considered to be a non-pay status.

17. The parties recognize the authority of the Employer to reprimand, suspend, discharge or take other appropriate disciplinary action against employees.

ARTICLE II
SENIORITY

1. Seniority means an employee's length of continuous service to the employer in a bargaining unit position since his or her last date of hire. In the event two (2) employees have the same original date of hire, seniority of one as against the other shall be determined by the last four (4) digits of the social security number, with the employee having the lower last four (4) digits of the social security number being considered as having greater seniority. Part-time employees shall earn a pro-rata seniority.

2. An employee's service record is broken by termination of employment for any reason.

3. The Employer shall prepare and post on existing bulletin boards, seniority lists as defined in the Article. The lists shall be updated annually and contain

each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting.

ARTICLE III
REDUCTION OF POSITIONS

1. The Employer shall have the right to reduce positions and contract our services as determined necessary by the Board of Directors of Employer. In the event of reduction, the decision on reduction shall be made by the Board of Directors following recommendation of the administrative staff. If the administration determines skill, ability and knowledge are equal, the decision shall be based on seniority.

2. In the event the Employer decides to contract out custodial services, the Union shall be given thirty (30) days' notice prior to finalizing the contract.

3. Although the Employer cannot guarantee positions, the Union employees shall be guaranteed an interview with the provider of the contract services.

4. The name of the laid-off employee shall be placed on a recall list for the class from which laid off. When one or more names are on a recall list for a class where a permanent vacancy exits, the Employer shall offer that position to the laid-off employee having the greater seniority who previously held that position if the employee's skill, ability and knowledge are equal.

5. Employees must notify the Employer, in writing, of such acceptance, which must be received or postmarked not later than seven (7) calendar days after receiving notice of recall.

6. Employees who are eligible for recall shall provide a current address and/or phone number to the personnel office.

7. The Employer shall exhaust all names on the recall list before hiring for positions vacant due to layoff.

ARTICLE IV
PERFORMANCE EVALUATION

1. The immediate supervisor of each employee shall prepare, on an annual basis, a written performance evaluation, which shall be shared with the employee. The employee may respond to the evaluation and the employee's response shall be maintained as part of the evaluation. Only below-standard performance evaluations will be grievable on the basis they are inaccurate or that they contain mischaracterizations.

ARTICLE V
TRANSFER

1. In the event the administration determines that a transfer to a different position is in the best interest of the district, the employee shall be given a written notice of the pending transfer. The employee shall then have a right to meet with the employee's supervisor and the Superintendent. At that time, the employee will be able to present the employee's request and the Employer shall present its reason for the transfer, and the Employer shall then make a final decision with regard to the transfer. In the event it is necessary to make an involuntary transfer and the ratings on skill, ability and knowledge are equal, the Employer shall transfer the least senior employee.

2. All vacant bargaining unit positions shall be posted for a period of five (5) calendar days in each building, on bulletin boards customarily used for official employee announcements. The posting shall include the job classification, description of duties, work location and hours of work. An employee who desires to transfer shall file a request with the Superintendent within the five (5) days.

3. In the event of a posting, if the applicants to the posting are of equal skill, ability and knowledge, the person most senior will be selected.

4. The Employer will not arbitrarily exercise its right to transfer employees.

ARTICLE VI
HEALTH AND SAFETY

1. The Employer and the Union will agree on three shirt and pant selections that would be acceptable uniforms. The district shall provide four (4) items per year at no cost to the employee or equivalent value towards purchase of other clothing. In addition, the district shall provide the necessary safety equipment as required by federal and state OSHA laws.

ARTICLE VII
HOURS OF WORK

1. Work schedules shall be posted by the Employer and delivered to each employee. Except in the case of an emergency if a change in scheduling needs to be made, the employee shall receive a seven (7) days' advance notice of the change in the schedule. The full-time employees shall be those working thirty (30) hours or more a week. Those working less than thirty (30) hours a week will be part-time employees.

2. Non-union, Union activities or grievance investigations shall not be conducted or participated in by employees during work hours.

3. Whenever possible, the Employer will provide twenty-four (24) hours' notice prior to requiring work outside the work schedule. However, it is understood inclement weather or other emergencies may require last minute scheduling changes.

4. Full-time employees shall receive two (2) twenty (20) minute paid rest periods per day. Those employees who work in excess of four (4) hours per day, but less than twenty (20) hours per week, shall receive one (1) twenty (20) minute paid rest period per day.

ARTICLE VIII
OVERTIME

1. Overtime pay shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay. Overtime is defined as hours worked over forty (40) hours per week.

ARTICLE IX
INSURANCE

1. All full-time employees shall be provided the group insurance program, which includes hospitalization, major medical coverage, long-term disability and $30,000 term life, unless the employee elects in writing not to participate in any of these programs.

2. District employees are covered under the Workers' Compensation Act and are entitled to its benefit under the terms of the law. Premium for participating in the Workers' Compensation Insurance Plan is paid entirely by the district. All benefits will be coordinated with sick leave payments.

ARTICLE X
JOB CLASSIFICATION

1. For the first ninety (90) consecutive days of employment, an employee is a probationary employee and shall not be subject to this contract. After ninety (90) days, the employee's benefits shall be computed from the date of hire.

2. Employees who have been employed over ninety (90) days are considered non-probationary employees.

3. The benefit of sick leave is available during the probationary period.

ARTICLE XI
VACATIONS

1. Full-time, twelve (12) month employees who have served a full year (12 months) are entitled to one (1) week vacation with pay.

2. After two (2) or more years, the vacation shall be two (2) weeks. Then the following:

   End of six full years - 3 weeks

3. The Superintendent of Schools shall establish a vacation schedule for all support staff of the district. Vacation time may not be accumulated from one year to the next.

4. One week of vacation may be carried over to the next year.

ARTICLE XII
HOLIDAYS

1. The following shall be paid holidays: July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Good Friday, Memorial Day and a floating holiday, the use of which must be approved by the Superintendent.

2. Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday.

3. Holiday hours occurring within the workweek shall be used in the computation of overtime hours.

ARTICLE XIII
LEAVES OF ABSENCE

1. Employees may accumulate up to one hundred twenty (120) days of sick leave while employed with the Storm Lake Community School District. The accrual rate for sick leave shall be pursuant to the following schedule:

First year	10 days
Second year	11 days
Third year	12 days
Fourth year	13 days
Fifth year	14 days

Sixth year and thereafter	15 days

The Employer may require the employee to submit to examination as determined by the Employer to confirm the need for utilization of sick leave and if requested by the Employer, the examination will be paid for by the Employer.

2. Employees will be granted up to five (5) days leaving with pay per occurrence in the event of a death of immediate family, including spouse, child, parent, sibling, grandparent or grandchild. Employees shall be granted two (2) days paid leave in the event of an in-law and one (1) day paid leave to attend the funeral of a friend, aunt, uncle, nephew, niece, district employee or student in the district.

3. Employees shall be granted up to five (5) days per school year for serious illness of immediate family living in the household. It is contemplated this leave is to assist that family member in attending to medical emergencies.

4. Employees have the benefits under the Federal Family Medical Leave Act for extended leaves of absence.

5. At times it may be necessary for the employee to request unpaid leave from the Employer. Employees shall apply for this in advance and, unless it is an emergency, shall make that application not later than seven (7) days prior to the day the leave is to commence. Each of those requests shall be reviewed on an individual basis and the duration of the leave shall be at the discretion of the administration. The granting of this leave shall not be considered precedent for other leave requests. If an employee is granted an unpaid leave of absence beyond thirty (30) days, the employee shall be responsible for payment of insurance premiums and will have the option of continuing on the district policy so long as on unpaid leave and as long as the insurance carrier permits the employee to continue, but the expense shall be paid by the employee.

6. Unless extraordinary circumstances prevent the absence, support staff may be excused for jury duty. The difference between the employee's salary and the compensation paid for jury duty shall be paid by the district. If the employee is dismissed from jury duty prior to noon, the employee shall return for afternoon duties.

7. During the period of military absence, the employee and the school district will comply with the provisions of Iowa Code 29A.28 and 29A.43.

8. Officers, official and delegates of the Union shall, upon written request of the Union, be granted a leave of absence without pay not to exceed fifteen (15) days unless the absence of the employee would cause a substantial hardship

on the operating efficiency of the employing unit. This leave would be limited to one employee on unpaid Union leave at a time.

9. Up to one (1) elected Union delegate or alternate to conventions of the United Electrical, Radio and Machine Workers of America (UE) shall be granted time off, without pay, not to exceed a total of five (5) work days annually to attend the conventions. This is in addition to the fifteen (15) days provided for unpaid Union leave. The employee may use vacation for this leave or have a leave of absence without pay.

10. Each employee shall be granted three (3) days of personal leave for use at the employee's discretion, subject to the following:
    (a) an employee using the first day shall be entitled to the leave without loss of pay;

    (b) an employee using the second day shall have deducted from their salary an amount equal to fifty percent (50%) of their daily wage;

    (c) an employee using the third day shall have deducted from their salary an amount equal to their daily wage;

    (d) an employee shall give three (3) days' notice of the intention to use the leave except in the case of emergency.

    (e) an employee not using the first or second day of personal leave shall be entitled to two (2) personal days available without loss of pay in the next year.

    (f) an employee, when having two (2) personal days available (without loss of pay), may use one (1) day of personal leave (without loss of pay) plus have available two (2) days of personal leave in the next year (without loss of pay).

ARTICLE XIV
SALARY

1. The starting salary for new custodians shall be $9.70 per hour.

2. The current custodial staff shall for fiscal 2006-2007 have an increase on their current wage of seventy-four (74) cents per hour.

3. Those custodians regularly designated, as "night custodians" shall receive shift differential pay of forty (40) cents per hour in addition to their regular hourly wage.

4. Night custodians are defined as those custodians who work the majority of their shift after regular school hours.

ARTICLE XV
DUES AND FEES DEDUCTION

1. Upon receipt of a voluntary individual written request from any of its employees covered by this agreement on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union. The withheld dues shall be submitted to the Union on a monthly basis.

2. An employee's request for dues deduction shall be effective after the date of delivery of such authorization to the Board Secretary. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

3. An employee's dues deduction shall be terminable according to the provisions of the Code of Iowa.

4. The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions.

ARTICLE XVI
BULLETIN BOARDS AND FACILITIES USAGE

1. The Union shall be allowed to utilize one-half of the space on existing bulletin boards, where available, that are customarily used for the posting of information to employees in the unit. This provision shall not apply to bulletin boards customarily used for the posting of notices to students, or the public, nor shall it apply to bulletin boards exclusively used for postings required by law or regulations.

2. The Union shall have the right to hold meetings on school district property after regular school hours. As appropriate such meetings will be scheduled with the district office or local school.

3. Bargaining unit employees shall have the right to distribute literature through use of employee mail boxes.

ARTICLE XVII
NEW EMPLOYEE ORIENTATION

1. One representative of the local union shall be granted up to thirty (30) minutes for Union orientation during the formal orientation for new bargaining unit employees either as a group or with individuals. The thirty (30) minute Union orientation shall be without loss of pay for the new employee(s) and union representative.

This contract shall be for a one-year period commencing July 1, 2006, ending June 30, 2007.

STORM LAKE COMMUNITY SCHOOL DISTRICT

BY Paul Pedesco

DATE 7/13/06

EMPLOYER

UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA
UE LOCAL 893/I.U.P.

BY Greg A. Cross
Union Representative

BY Ellen M. Rawlet
Local President

UNION

DATE 7/13/06

STORM LAKE COMMUNITY SCHOOL DISTRICT

419 Lake Avenue
P.O. Box 638
Storm Lake, Iowa 50588-0638

Paul Tedesco - *Superintendent*

July 7, 2006

Greg Cross
United Electrical, Radio &
Machine Workers of America
2905 ½ Hubbell Avenue
Des Moines, IA 50317

Dear Greg:

I want to confirm our agreement concerning the wage and scheduling provision within the Storm Lake contract. The wage settlement which has been agreed to is based on the district maintaining the general current assignment of hours for employees. That assignment is a 50-hour assignment for most custodial positions. In the event the district decides to implement an over-all reduction of hours for custodians, it is our agreement to reopen the wage article for negotiations since a reduction in hours would impact the income of the custodians.

Sincerely,

Paul Tedesco, PhD
Superintendent

BOARD OF EDUCATION

Mark Schultz - *President*
Ed McKenna - *Vice President*
Leslie Cutler
Dan Douglas
Todd Nicholson
Trudy Peterson - *Secy.-Treas./Bus. Mgr.*

Physicals

Employees will present evidence of good health, in the form of a physical examination report, prior to their employment with the school district. The cost of the initial examination will be paid by the Storm Lake Community School District up to a maximum of $50.00.

Insurance

If a person works 30 hours per week, the following coverage will be provided:

Total Employees Medical Coverage
Long Term Disability

Salary Checks will be issued:

- July 6, 2006
- Aug. 3, 2006
- Aug. 31, 2006
- Sept. 28, 2006
- Oct. 26, 2006
- Nov. 22, 2006
- Dec. 21, 2006
- Jan. 18, 2007
- Feb. 15, 2007
- Mar. 15, 2007
- Apr. 12, 2007
- May 10, 2007
- June 7, 2007