URBANDALE CSD/ UE #893 (BLUE COLLAR) 06-07

Contract Agreement

between

The Urbandale Community
School District

and

United Electrical, Radio And
Machine Workers Of America,
Local 893 - I.U.P.

July 1, 2006 - June 30, 2007

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PREAMBLE

This Agreement is made and entered into pursuant to the provisions of Chapter 20 of the Iowa Code by and between the Board of Directors of the Urbandale Community School District and the United Electrical Radio and Machine Workers of America, Local 893 - Iowa United Professionals, as representatives of the employees described below.

ARTICLE I
RECOGNITION

A. UNIT

The Board recognizes the Union as the certified exclusive bargaining representative for all personnel specifically set forth in the PERB Order of Certification, Case No. 5682, dated on the 24th day of November 1997.

The unit described in the above certification is as follows:

INCLUDED: Ground Maintenance, Maintenance Trades Workers, Driver Delivery Person, Cooks, Servers, Custodians, High School Head Custodian, and Middle School Head Custodian.

EXCLUDED: All other District employees, confidential supervisory, and others excluded by Section 4 of the Public Employment Relations Act.

B. DEFINITIONS

1. The term "Board," as used in this Agreement, shall mean the Board of Directors of the Urbandale Community School District or its duly authorized representatives or agents.

2. The term "employee," as used in this Agreement, shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board.

3. The term "employer," as used in this Agreement, shall mean the Urbandale Community School District or its duly authorized representatives or agents.

4. The term "Union," as used in this Agreement, shall mean the United Electrical, Radio and Machine Workers of America, Local 893 - Iowa United Professionals.

5. The term "superintendent" includes his or her designee.

ARTICLE II
GRIEVANCE PROCEDURES

A. DEFINITIONS

1. A "grievance" shall mean only a complaint that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

2. A "grievant" shall mean an employee, group of employees, or the Union filing a grievance.

3. "Days" shall mean days in which the employer's business office is open.

B. PURPOSE

The purpose of these procedures is to secure solutions to grievances at the lowest possible level.

C. RIGHTS AND LIMITS

1. An employee covered by this Agreement and/or the Union shall present grievances in accordance with these procedures. An employee has the right to adjust individual grievances with or without Union representation. Nothing in this Article shall preclude an employee from informally resolving a grievance with the employee's immediate supervisor.

2. The failure of an employee or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal. A supervisor's or 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. It is agreed that any filing, investigation, handling, or other processing of any grievance by the grieving employee or Union shall be conducted so as to result in no interference with or interruption of the instructional program or of assigned duties of the grieving employee or of any other employee. Time before work hours, after work hours, or during the lunch period shall be used, unless otherwise agreed to by the parties. If an arbitrator schedules a grievance hearing during an employee's work hours, the grievant and a Union representative [not to exceed two (2) individuals] shall be released for attendance at the hearing without loss in pay.

D. STEPS

1. <u>First Step</u>

   The grievant shall file the grievance in writing with the employee's immediate supervisor within seven (7) days after the occurrence of the event giving rise to the grievance or after the employee could reasonably have become aware of the occurrence of the event, but in no event more than twenty-five (25) days after the occurrence of the event. The grievant shall use the grievance form (Appendix A), stating the nature of the grievance, noting the specific article, section, or clauses of the Agreement allegedly violated, and stating the remedy requested. The grievant shall sign the form. The grievant and the supervisor, or his/her designee, shall meet within seven (7) days of filing of the written grievance. The grievant may request the presence of a steward or other Union representative at the meeting. The supervisor or designee shall make a written decision within seven (7) days after the meeting and shall furnish a copy thereof to the grievant, to the superintendent, and to the Union president.

2. Second Step

In the event a grievance has not been satisfactorily resolved at the first step, the grievant shall file within five (5) days of the supervisor's written decision at the first step, the appropriate grievance form with the superintendent. Within seven (7) days after such written grievance is filed, the grievant and the superintendent, or the superintendent's designee, shall meet. The grievant may request the presence of a steward or other Union representative at the meeting. The superintendent or designee shall file an answer within seven (7) days of the meeting and communicate it in writing to the grievant, the supervisor, and to the Union president.

3. Third Step

If the grievance is not resolved satisfactorily at the second step, there shall be available a third step of final, binding arbitration. If the Union determines that the grievance is meritorious and the grievant concurs, the Union shall submit the grievance to arbitration. The Union shall submit notification of arbitration to the superintendent in writing within ten (10) days of receipt of the second step answer. The Public Employment Relations Board shall be requested to provide a list of seven (7) arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. Each party shall alternately strike the name of an arbitrator until only one (1) name remains. The remaining named arbitrator shall be the arbitrator whose decision shall be final and binding on the parties. Each party may ask for a new list one (1) time.

The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the parties. The decision shall not change or amend the terms, conditions, or applications of the collective bargaining agreement. The arbitration decision should be rendered within thirty (30) calendar days of the close of the hearing or the submission of briefs.

Costs for the services of the arbitrator, including per diem expenses, travel, subsistence expenses, and the cost of any hearing room will be borne equally by the employer and the Union. All other costs will be borne by the party incurring the costs.

ARTICLE III
DUES DEDUCTION

A. AUTHORIZATION

Any employee who is a member of UE Local 893, or who has applied for membership, may sign and deliver to the employer an assignment authorizing payroll deduction for membership dues. During the term of this agreement, the employer agrees to deduct regular Union dues and remit the dues on a monthly basis to the Financial Secretary-Treasurer of UE Local 893 along with a report listing the names of all individuals from whom it deducted dues. The employer shall have no responsibility for collecting said dues for any month the employee's regular salary check is insufficient to cover said deductions. The total deducted shall be remitted to UE Local 893.

B. TERMINATION

A member may terminate dues deduction at any time by giving thirty (30) days written notice to the Board Secretary.

C. PROTECTION CLAUSES

The Union and employees agree to indemnify and hold harmless the employer, the Board, each individual Board member, and all other employees against any and all claims, costs, suits, or other forms of liability and all court costs and attorney fees arising out of the application of the provisions in the Agreement between the parties for dues deduction.

D. No other employee organization shall be granted or allowed to maintain payroll deductions for employees covered by this agreement.

ARTICLE IV
SENORITY

Seniority shall be based on the employee's continuous hours of paid regular time (not overtime) service for food service employees and continuous years of service for custodians, maintenance workers, groundskeepers and printers as of the end of the calendar year. The employer shall post the seniority list not later than January 31 of each year. The posted list shall be controlling until the following year's list is posted.

In establishing the initial seniority list, the employer shall assume the employee worked all regularly assigned hours (not overtime) for food service and continuous years for custodians, maintenance workers, groundskeepers and printers since the date of hire, whether or not true.

If two (2) or more applicants for a job promotion, including applicants not currently employed by the employer, are equally qualified in the determination of the employer, the applicant with the greatest seniority shall be offered the position.

ARTICLE V
TRANSFER PROCEDURES

A. TRANSFER DEFINED

Transfer is the movement of an employee to a different building within the same job category.

B. PROCEDURES

When a vacancy exists in a job category which is not administratively reassigned, the District shall post the vacancy in each classroom building for seven (7) calendar days for applications from existing employees in the job category. The posting shall include the job category, location, number of hours of work, and the minimum qualifications for the position. If the applicants for transfer are equally qualified in the determination of the employer, the employee with the greatest seniority shall be offered the position. Employees shall be eligible for one transfer per fiscal year.

C. REASSIGNMENT

Any position may be filled by the employer by reassignment (involuntary transfer). Employees who are reassigned will be given one week's notice except in cases of emergency. The employer will not arbitrarily exercise the right to transfer an employee.

ARTICLE VI
STAFF REDUCTION PROCEDURES

A. REDUCTION

The employer has the sole discretion to determine the necessity for an implementation of a layoff of the work force. Except in cases of emergency, notice of layoff will be given at least two (2) weeks in advance of the layoff, or two (2) weeks pay in lieu of notice thereof. Layoffs shall be by seniority within job classification beginning with the least senior unless the employee posses special skills or abilities to meet the need of the district.

B. RECALL

Employees laid off under this Article shall be eligible for recall to the job classification they held at the time of lay off, in reverse order from which they were laid off, for a period of twelve (12) months from the effective date of reduction. The employee shall be notified by certified mail, by personal delivery, or by telephone call and have five (5) calendar days to respond from the date of receipt, but not more than ten (10) calendar days from the date of mailing, if certified mail is used. It is the employee's responsibility to keep the employer informed of his/her current address and telephone number. An employee who is recalled will not accrue benefits during the period of lay off.

ARTICLE VII
EVALUATIONS

The employees shall be advised of the forms used for formal evaluations, but the employer need not consult with the Union prior to modifying the formal evaluation forms. The Union reserves the right to grieve the reasonableness of any modification of criteria. The employee shall be given a copy of the completed formal evaluation. The employee shall sign the form. The employee's signature acknowledges receipt of the formal evaluation but does not signify agreement with the contents. Within ten calendar days of receipt of the formal evaluation, the employee may submit written comments to be included with the formal evaluation. In the absence of employee submitted written comments, the evaluation shall be deemed accurate.

ARTICLE VIII
HEALTH AND SAFETY

A. REPORTS

The employer and employees shall strive to maintain a safe working environment. Employees shall report any unsafe conditions to their supervisor in writing. Except for shoes and hair nets, protective devises required by law for the employee to perform duties shall be provided without charge to the employee.

B. PHYSICALS

The employer's physical examination form or driver's physical examination form shall be returned to the business office by the start of the work year in which required. The employer will reimburse the employee for the costs of the physical up to fifty dollars ($50) not paid by insurance. The employer may require an additional medical exam at its expense to determine an employee's fitness for duty.

ARTICLE IX
HOURS

A. WORK DAY

The specific work hours for each employee may vary according to the needs of the employer. The hours for each employee shall be designated by the employee's supervisor. All work in excess of regularly assigned hours must be approved in advance by the employer

B. LUNCH

Except in cases of emergency, employees who work six (6) hours or more per day shall have at least a thirty (30) minute, but not more than a sixty (60) minute unpaid lunch period. The times of the lunch periods shall be scheduled with the employee's supervisor. Employees regularly assigned seven (7) or more hours per day shall have two (2) fifteen (15) minute paid break periods. Employees regularly assigned at least four (4) hours per day but less than seven (7) hours shall have one (1) fifteen minute paid break, except in cases of emergency. The times of the break periods shall be scheduled with the employee's supervisor.

C. SCHOOL CANCELLATION

If school is canceled prior to the start of the workday due to inclement weather, food service employees shall not report to work. In other cases of cancellation, employees shall be paid for hours actually worked. If an employee is unable to report to work, a vacation day or personal day, if available, may be used and the notification period shall be waived.

D. CALLBACK PAY

Employees called back to duty by the employee's supervisor or supervisor's designee will be paid a minimum of two (2) hours at the appropriate rate of pay. This provision shall not require additional compensation if the employee is called back to duty within the original two (2) hour period. To qualify for callback pay, the time worked cannot be contiguous to the beginning or ending of the employees scheduled work shift.

ARTICLE X
HOLIDAYS

A. FULL-TIME, TWELVE MONTH EMPLOYEES

Full-time employees who work twelve (12) months per year shall be entitled to nine paid holidays, including:

One day at Spring Break
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Friday following Thanksgiving Day
Three days during Winter Break

B. FULL-TIME TEN MONTH AND CERTAIN FOOD SERVICE EMPLOYEES

Full-time employees who work ten (10) months per year and cooks and servers who are regularly scheduled to work more than thirty (30) hours per week shall be entitled to three (3) paid holidays including:

Thanksgiving Day
Two (2) days during Winter Break

C. EXTRA HOLIDAYS

Nothing in this agreement precludes the employer from declaring additional paid holidays.

D. HOLIDAY PAY

Employees who perform no work on a holiday shall be paid at their usual hourly rate, based upon the number of hours they regularly work.

E. HOLIDAY WORK

If a designated holiday falls on a Saturday, the previous Friday shall be a holiday. If a designated holiday falls on a Sunday, the following Monday shall be a holiday. An employee required by the employer to work on a holiday shall be paid for the holiday and be paid for the hours worked on the holiday at one and one-half times the employee's regular rate.

ARTICLE XI
VACATIONS

A. EARNING VACATION TIME

All full-time twelve (12) month employees shall be allowed the following vacation time:

10 days vacation after one year
11 days vacation after second and third year
12 days vacation after fourth and fifth year
13 days vacation after sixth and seventh year
14 days vacation after eighth and ninth year
15 days vacation after ten years
17 days vacation after thirteen years
20 days vacation after fifteen years

All full-time twelve (12) month employees hired after July 1 will be allowed a prorated vacation at the end of the fiscal year. Persons leaving employment are entitled to their vacation at the prorated amount.

B. USING VACATION TIME

Vacation days may not be carried forward or accumulated past one and one-quarter fiscal years from the fiscal year in which it is earned. All vacations shall be granted subject to the approval of the supervisor after the employee has given reasonable notice. Vacation requests shall not be arbitrarily denied. Custodians may not take vacation during the week of teacher orientation, the first week of school and the last seven days of the teacher work year, unless approved by the building principal.

ARTICLE XII
LEAVES OF ABSENCE

A. SICK LEAVE

Classified Employees. Full-time employees shall be granted paid leave of absence for personal illness or injury in accordance with the following schedule based upon consecutive years of employment in the District:

Employment	Employed at Least Nine Months Per Year	Employed Eleven Months Per Year	Employed Twelve Months Per Year
First year	10 days	11 days	12 days
Second year	11 days	12 days	13 days
Third year	12 days	13 days	14 days
Fourth year	13 days	14 days	15 days
Fifth year	14 days	15 days	15 days
Subsequent years	15 days	15 days	15 days

Sick leave days will be prorated for employees not contracted for a full contract year.

These sick leave days may be accumulated to a maximum of one hundred thirty-five (135) contract days, except that any employee who had more than one hundred thirty-five (135) days accumulated at the end of the 1984-85 contract year shall be allowed such additional accumulated days, but shall not accumulate any further days until the accumulation is reduced below one hundred thirty-five (135) days. Full-time employees who have the maximum accumulation carried over from the previous contract year shall be permitted an additional fifteen (15) days of sick leave at the beginning of the year. If these days are not used during that contract year, they may not be carried over.

Part-time employees, except temporary employees, shall be granted a pro rata amount of sick leave granted to full-time nine (9) month classified employees based upon the ratio of the number of hours they work to forty (40) hours. Unused days may be accumulated to ninety (90) days, prorated for the number of hours they work. Example: a first year employee working four (4) hours per day would receive ten (10) four- (4) hour days of paid sick leave and could accumulate up to ninety (90) four- (4) hour sick days.

During the first ninety (90) calendar days of employment, an employee shall only be paid for a maximum of three (3) days of sick leave.

Proof. Any employee making a claim for paid sick leave shall provide a medical report from a doctor confirming the necessity for such a leave of absence upon request of the superintendent.

Workers' Compensation. An employee injured or disabled on the job may be eligible to receive a weekly benefit under the Iowa Workers' Compensation Law. If an employee receives Workers' Compensation benefits, the employee's accumulated sick leave will be reduced proportionate to the amount the Worker's Compensation benefits are to the employee's regular salary. At such time, the employee may also elect to have the Workers' Compensation benefits supplemented from the District by using either sick leave, vacation leave, and/or earned compensatory time. If supplemental payments are elected, leave time will be reduced by one full day for each day of absence. When all leave time is exhausted, supplemental payments will cease.

An employee who, in the course of employment, suffers a personal injury resulting from an episode of violence toward that employee for which Workers' Compensation is payable, shall be entitled to have Workers' Compensation benefits supplemented in order for the employee to receive full salary and benefits for the shortest of (a) one year from the date of the disability or (b) the period during which the employee is disabled and incapable of employment. Supplementation in such situations shall not be charged against sick leave or vacation time, or earned compensatory time.

B. EMERGENCY LEAVE

Full-time employees, may be allowed up to five (5) days paid leave per year charged against accumulated sick leave, for the following emergencies:

a. Additional time for bereavement leave.
b. Illness of the employee's mother, father, spouse, child, mother-in-law or father-in-law.
c. Court-required appearances.
d. Other emergency circumstances approved at the discretion of the Superintendent or his\her designee.

Part-time employees, may be allowed up to two (2) days of paid emergency leave, charged against accumulated sick leave.

Full-time employees, additional two (2) days may be approved due to illness in the immediate family, defined as Mother, Father, Spouse, and Children if all other leave is exhausted. This leave shall be charged against accumulated sick leave.

During the first ninety (90) calendar days of employment, an employee shall only be paid for a maximum of three (3) days of emergency leave charged against sick leave.

C. PERSONAL LEAVE

Employees are allowed up to two (2) days of paid leave per year for personal leave. Personal leave days may be accumulated up to three (3) days. Employees shall apply for personal leave at least two (2) days in advance. Food service employees may not take personal leave two (2) days before or after scheduled breaks or at the beginning or end of the school year. The superintendent or his designee may waive these restrictions in exceptional circumstances

D. BEREAVEMENT LEAVE

Bereavement leave will be granted at a maximum of eleven (11) days per year, to be used at the discretion of the employee, not to exceed five (5) days leave per occurrence.

Employees working less than forty (40) hours per week shall be granted a pro-rata amount of bereavement leave based upon the ratio of the number of hours they work to forty (40) hours.

E. LEAVE WITHOUT PAY

Other Absences. Leaves of absence for reasons other than those listed above, or in excess of the number of days allowed, may be granted by the superintendent or his/her designee. The employee shall have deducted from his/her salary an amount equal to one day's pay for each day of absence. For extended leaves [in excess of ten (10) days], the District shall not continue fringe benefits, but the employee may continue the fringe benefits for the duration of the leave at his/her own expense, except that the District shall provide benefits in accordance with the Family and Medical Leave Act.

Family and Medical Leave Act. Federal law requires the District to grant up to twelve (12) weeks of leave per year to employees who have been employed at least twelve (12) months and who have worked at least 1,250 hours during the preceding twelve (12) months for the purpose of (1) the employee's personal serious health condition, (2) caring for the employee's newly born child, (3) caring for a child placed for adoption or placement of a foster child, (4) caring for the employee's parent, spouse, or child with a serious health condition. The District requires an eligible employee to first utilize any earned paid leave provided by policy or by a collective bargaining agreement to the extent the purpose is covered by and consistent with requirements for the paid leave time. Any leave in excess of available paid leave shall be unpaid. At the employee's option, the District shall continue the District's contributions towards health insurance on behalf of the employee for up to twelve (12) weeks as if the employee were still at work. If the employee has more than twelve (12) weeks of paid leave available, the District shall continue the District's contribution until the paid leave is exhausted. The employee shall remit the employee's contribution towards health insurance and for life and disability insurance by the date the District makes payment to the insurance carrier or within thirty (30) days thereafter. Failure to make contributions when due may result in the employee losing coverage during the period of the leave. If the employer makes the employee-owed payments, the employee authorizes the District to offset such sums advanced against any sums owed to the employee. If the employee does not return to work at the end of the leave (except for reasons specified in the Act), the employee will be required to reimburse the District for all contributions made by the District while the employee was on unpaid leave and the District will be allowed to deduct any amount owed from any sums owed the employee.

Employees may request leave under the Family Medical and Leave Act for up to twelve (12) weeks per year. "Year" shall be defined as the fiscal year July 1 through June 30. Leave to care for a newly-born, adopted or foster child must conclude within twelve (12) months of the birth or placement of the child. Spouses may take a combined twelve (12)-week allotment for the birth or placement of a child. The District may require an employee to provide written certification from a health care provider when an employee requests family and medical leave for the employee's own serious health condition or to care for the employee's parent, spouse, or child with a serious health condition.

F. UNION LEAVE

At the request of the union, employees shall be granted a paid leave of absence for Union activities up to a maximum of 15 person days per year. Upon billing from the District, the Union shall reimburse the District for wage paid plus the employer's contribution to FICA and IPERS for Union Leave time.

G. PROFESSIONAL LEAVE

Employees may be granted a paid leave of absence to attend professional meetings or to visit other schools or programs upon approval of the Superintendent or his/her designee.

H. JURY DUTY LEAVE

Employees called for jury service shall be permitted to be absent from duties to perform jury service. Pay received for jury service, except travel expense, shall be remitted to the District. In order to receive payment, the employee must give at least five days' prior notice of the summons for service and must furnish satisfactory evidence that such service was performed on the days for which payment is claimed. An employee not required to perform jury duty all day shall return to work.

I. MILITARY LEAVE

Leaves for military service will be granted in accordance with applicable law which provides that employees (other than employees employed temporarily for six months or less) who are members of the national guard, organized reserves or any component part of the military, naval, or air force or nurse corps of Iowa or of the United States, or who may be otherwise inducted into the military service shall, when ordered by proper authority, be entitled to a leave of absence for the period of such service, and without loss of pay for the first thirty (30) calendar days of such leave of absence.

J. EXTENDED DISABILITY LEAVES OF ABSENCE

An employee, except a temporary employee, who is unable to work because of personal illness or injury, and who has exhausted all paid leave available, may be granted an unpaid leave of absence and may continue all available fringe benefits in effect for the duration of said leave at his/her own expense, except that the District shall provide benefits in accordance with the Family and Medical Leave Act. The District may terminate the employee's employment and hire a permanent replacement after twelve (12) weeks of leave. Each case will be considered separately giving consideration to the needs of the District and the likely recovery period of the employee.

K. PUBLIC OFFICE LEAVE

Leaves of absence for service in an elected municipal, county, state or federal office shall be granted in accordance with applicable law. The leave of absence shall be without pay or benefits and shall not exceed six years. The employee may continue all fringe benefits in effect for the duration of the leave at his/her own expense. In addition, an employee who becomes a candidate for elective public office shall be granted a leave commencing within thirty (30) days prior to a contested primary, special, or general election and continuing until the day after the election. The employee shall first use any earned compensatory time, then vacation and personal leave time and then unpaid leave.

ARTICLE XIII
WAGES

A. WAGE RATES

The wage rates for each job category are shown on rate schedule attached to and made a part of this Agreement.

B. PAY PERIODS

Each employee shall be paid twice monthly on the tenth (10th) and the twenty-fifth (25th) of the month. In the event that the 10th or 25th falls on a weekend or holiday, the employee shall receive the paycheck on the last work day prior to the weekend or holiday.

C. PLACEMENT AND ADVANCEMENT ON SCHEDULE

An employee shall advance one step from current placement up to the maximum rate for the job category if the employee has completed more than one full semester of employment. The Employer may initially place a new employee at a step greater than the first step of the job category wage scale if, in the Employer's discretion, the new employee's training and experience justify a wage higher than the first step.

D. SHIFT DIFFERENTIAL

A custodian who works the second shift shall receive an additional $.10 per hour and a custodian who works the third shift shall receive an additional $.15 per hour as a shift differential.

E. COMPENSATORY TIME

An hourly employee working more than forty (40) hours per week will be eligible for compensatory time. Any hours in excess of forty (40) hours will be compensated at 1.5 time regular rate. Hours beyond forty (40) which are eligible for compensatory time must occur in the employee's normal work status. All employees working overtime must have prior approval from their supervisor to work the overtime. All overtime will be turned in on time cards. If an employee wishes to have the overtime credited to compensatory time, they will so indicate on the time sheet by placing compensatory time in the Total Hours section of the time sheet. Compensatory time will be credited towards compensatory time accumulation.

F. OVERTIME

Employees who are scheduled to work more than forty (40) hours in a work week (Sunday at 12:01 a.m. through Sunday at 12:00 a.m.) shall receive one and one-half times their regular hourly rate of pay for work in excess of forty (40) hours, or they shall be granted compensatory time off at the rate of one and one-half times the hours worked in excess of forty hours. Holidays shall count towards the forty (40) hours, but vacations and other paid leaves of absence shall not count towards the forty (40) hours. All overtime must be approved in advance by the employee's supervisor; failure to obtain approval shall result in disciplinary action.

ARTICLE XIV
INSURANCE AND FLEXIBLE SPENDING ACCOUNT

A. FLEXIBLE SPENDING AMOUNT

The employer shall make available for each employee who is assigned to work at least thirty (30) hours per week for at least nine (9) months an annual amount in a flexible spending account. For those employees taking insurance from the district, the amount will be $7,000. For employees not taking insurance from the District, the amount will be $3,620. The annual amount shall be divided by the annual assigned pay periods. Employees who are not exempt from the insurance requirement of the Section 125 plan shall have the annual cost of insurance withheld on the basis of the number of the employee's assigned pay periods.

The employer shall provide all employees hired after July 1, 2000, a single health insurance policy. Employees hired after July 1, 2000, will not receive a flexible spending account.

B. LONG TERM DISABILITY AND LIFE INSURANCE

The employer shall pay for long term disability coverage and $15,000 term life insurance for each employee who is contracted for at least thirty (30) hours per week or for at least nine (9) months per year.

C. COVERAGE

The employer's contributions to flexible spending account shall commence on the first of the month following commencement of employment with the District and shall terminate at the end of the month in which employment ceases. Any employee on unpaid leave, including workers compensation leave, shall be responsible for all premium payments, unless otherwise required by the Family and Medical Leave Act.

D. COMMENCEMENT DATE

The District's contribution for flexible spending will commence July 1.

E. INSURANCE COMMITTEE

The union may name two (2) representatives to the District insurance committee.

ARTICLE XV
GENERAL CLAUSES

A. GENERAL SAVINGS CLAUSE

If any provision of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific provision specified in the decision, and upon the issuance of such decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated provision. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

In the event the parties fail to agree on provisions for substitution in fifteen (15) calendar days following the start of negotiations, the parties shall submit to arbitration under the terms of Article III of this Agreement.

B. NOTICES

Whenever notice is required to be given by either of the parties to this Agreement to the other, either party shall do so by letter to the following:

1. If by the Union, to the superintendent.

2. If by the employer, to the Union president.

C. DURATION

This Agreement shall be in full force and effect for a period of one year beginning July 1, 2006 unless the parties mutually agree to extend any or all terms of this Agreement. Upon termination of the Agreement all obligations under this Agreement are automatically canceled.

Dated this 24th day of April, 2006.

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

By _____ President

By _____ Chief Negotiator

URBANDALE COMMUNITY SCHOOL DISTRICT

By _____ President

By _____ Chief Negotiator

UCSD/UE-IUP 2006-2007 SALARY SCHEDULE

CLASS	JOB CATEGORY	1	2	3	4	5	6	7	8	9	10	11	12
7	Engineer	13.39	13.66	13.93	14.21	14.49	14.78	15.08	15.38	15.69	16.00	16.32	16.65
6	H.S. Hd. Custodian	13.18	13.44	13.71	13.99	14.27	14.55	14.84	15.14	15.44	15.75	16.07	16.39
	M.S. Hd. Custodian												
5	Elem. Head. Custodian	12.98	13.24	13.50	13.77	14.05	14.33	14.62	14.91	15.21	15.51	15.82	16.14
	Groundskeeper												
4	Head Cook	11.65	11.88	12.12	12.36	12.61	12.86	13.12	13.38	13.65	13.92	14.20	14.49
	Head Baker												
	Head Salad Prep.												
3	Cook	11.55	11.78	12.02	12.26	12.50	12.75	13.01	13.27	13.53	13.80	14.08	14.36
	Baker												
	Custodian												
	Salad Prep.												
	Storekeeper/Transport												
	Delivery/Maint. Ass't												
2	General Worker	11.09	11.31	11.54	11.77	12.00	12.24	12.49	12.74	12.99	13.25	13.52	13.79
1	Server	9.87	10.07	10.27	10.47	10.68	10.90	11.12	11.34	11.56	11.80	12.04	12.28

LONGEVITY: AFTER BEING ON STEP 12 FOR ONE YEAR ADD AN ADDITIONAL $.30 PER HOUR

APPENDIX 1
GRIEVANCE REPORT

Urbandale Community School District

_____ Name of Grievant	_____ Grievance #
_____ Job Category	_____ Date Filed _____ Rec'd By

STEP ONE

A. Date Violation Occurred _____

B. Section(s) of Agreement Violated _____

C. Statement of Grievance _____

_____

_____

_____

D. Relief Sought _____

_____

_____

_____

E. Date of First Meeting _____

F. Persons Present at Meeting _____

_____ Signature _____ Date

G. Disposition by Supervisor _____

_____

_____

_____

_____ Signature _____ Date

Copy to Grievant, Superintendent, Union President

STEP TWO

_____ _____
Signature of Grievant Date Received by Superintendent

A. Date of Step Two Meeting _____

B. Persons Present at Step Two Meeting_____

C. Disposition by Superintendent or Designee_____

_____

_____

_____

_____ _____
Signature of Superintendent or Designee Date

Copy to Grievant and Union President

STEP THREE

_____ _____
Signature of Grievant Signature of Union President

_____
Date Submitted to Arbitration

APPENDIX 2
SAFETY REPORT

Date filed: _____

Employee's Name: _____

Specify date noted, location and circumstances of the safety concern. Be as specific as possible:

_____

_____

_____

_____

_____

_____
Employee's Signature

Employer's Response:

_____

_____

_____

_____

_____

_____ _____
Date Signature

Copies to: Employee
Union President
Superintendent

MEMORANDUM OF UNDERSTANDING

For the 2006-07 school year the Board of Directors approved a calendar with January 15, Martin Luther King Day, as a holiday. For all full-time twelve month employees, full-time ten month employees, and cooks and servers who are regularly scheduled to work more than thirty (30) hours per week, Martin Luther King Day will be a paid holiday for the 2006-07 school year.