Webster City CSD	Educ. Serv. Assn./ISEA	7/1/2006	6/30/2007

WEBSTER CITY CSD/EDUC. SERV. ASSN/ISEA 06-07

2006-2007 Master Contract
between the
WEBSTER CITY EDUCATIONAL SERVICES ASSN.
and the
BOARD OF EDUCATION
WEBSTER CITY COMMUNITY SCHOOL DISTRICT

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PREAMBLE

The Board of Directors of the Webster City Community School District, herein referred to as "The Board", and the Webster City Educational Services Association, hereinafter referred to as "The Association", agree as follows:

ARTICLE I - DEFINITIONS

Section

1.1 **Definitions**

As used in this agreement:

1. 'Employer' means the Board of Education of the Webster City Community School District, or its duly authorized representatives

2. 'Employee' means all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) in Case Number 4214

3. 'Association' means the Webster City Community School District Educational Services Association/ISEA (WCCSDESA/ISEA) or its duly authorized representatives.

4 'District' means the Webster City Community School District.

5. 'Superintendent' means the Superintendent or designee.

6. 'Principal' means the Principal, Associate Principal, or when absent, the Acting Principal designated by the Superintendent

7. 'Supervisor' means those persons defined in Chapter 20.4 (2), Code of Iowa, and others employed by the District, who are excluded from the bargaining unit, and who have the authority as defined in Chapter 20.4 (2), Code of Iowa. Supervisors include, but are not necessarily limited to Director of Transportation, Director of School Food Services, and Principals. 'Supervisor' also means an Activity Supervisor or Assistant Director or other person designated by the Superintendent

8 A '12 month Employee' means an employee who is regularly scheduled to work twelve (12) consecutive months, regardless of the number of hours per day.

9. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context

ARTICLE II - GRIEVANCE PROCEDURE

2 1 **Definitions**

1. **Grievance** - A grievance shall mean only a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of this agreement

2. **Aggrieved Person** - An 'aggrieved person or grievant' is the employee or employees or the Association making the complaint.

2.2 **Purpose**

The purpose of this procedure is to secure at the lowest possible level solutions to the problems which may from time to time arise in the interpretation of this agreement as it affects an individual employee, employees, or the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure

2.3 **Procedure**

1 **Time Limits** - The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. A grievance must be filed within fifteen (15) school days of the occurrence of the incident or dispute alleged to give rise to the grievance.

The failure of an aggrieved person to initiate or process any grievance within the prescribed time limit shall act as a bar to any further appeal The failure of a supervisor or administrator to give a decision within the time limits shall permit the grievant to proceed to the next step Time limits may be extended by mutual agreement, however

2 **Summer Grievance Processing** - Timeline designations in this article reading "school days" shall convert to weekdays (Monday through Friday) during the time between the end of the student school year and the commencement of the following student school year.

3. **Level One-Immediate Supervisor (Informal)** - An employee, group of employees, or the Association shall first discuss a grievance with the immediate supervisor, with the objective or resolving the matter informally No grievance will be resolved without the Association's prior knowledge.

4 **Level Two Immediate Supervisor (Formal)** - If, as a result of the informal discussion with the immediate supervisor at level one, a grievance still exists, the aggrieved person may invoke the formal grievance procedure by filing on the form set forth in Schedule A The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and, should the grievant so desire, by a representative of the Association. A copy of the grievance form shall be delivered to the immediate supervisor Group grievances shall be signed by a representative of the Association

The immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to Level Three.

5 **Level Three - Superintendent** - The Superintendent or his/her designee shall meet with the aggrieved person within five (5) school days of receipt of the grievance Within ten (10) school days of receipt of the grievance the

Superintendent or his/her designee shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the Association.

If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) school days of receipt of said grievance, the aggrieved person and the Association may transmit the grievance to arbitration.

6. **Level Four - Arbitration**
(A) If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within fifteen (15) work days of receipt of disposition from the Superintendent or disposition deadline.
(B) Within ten (10) school days after written notice to the Board of submission to arbitration the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the American Arbitration Association by either party. The list from the said Association, shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list and alternate striking until one name remains. The person whose name remains shall be the arbitrator.
(C) The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator in his/her decision shall not amend, modify, nullify, ignore or add to the provisions of the contract The arbitrator's decision shall be based solely and only upon the arbitrator's interpretation and construction of the meaning or application of the expressed relevant language of the agreement The decision of the arbitrator shall be transmitted to the Board and to the Association, and shall be final and binding on the parties.
(D) Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Association However, each party shall be responsible for compensating its own representative and witnesses

2.4 **Rights of Employees to Representation**
1 **Employee and Association** - Any grieved person may be represented at all stages of the grievance procedures by himself/herself, or at his/her option, by a representative selected or approved by the Association The Association has the right to be present at all levels of the grievance procedures.

2. **Processing Grievances** - All Association business including processing grievances except for the informal Level One shall be outside the employee's work day.

2.5 **Meetings and Hearings**
All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the aggrieved persons and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE III - DUES DEDUCTION

3.1 **Authorization**
Any employee who is member of the Association may sign and deliver to the employer an initial assignment authorizing payroll deduction of Association dues on or before October 20th of each year Dues may include initiation fees, fines, or special assessments that do not violate the law. It is understood that only dues shall be subject to the provisions of this paragraph.

3 2 **Regular Deductions**
Pursuant to a deduction authorization, the employer shall deduct one-fourteenth (1/14) of the total annual dues from each paycheck from November through May, provided the employee has sufficient gross wages to do so Dues in arrears will be deducted from the last paycheck if an employee resigns or is terminated

3.3 **Duration**
Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the employer It shall be the duty of the Association to immediately advise the employer of any changes in dues but no later than October 20th each year and the employer shall have no responsibility to the Association for incorrect withholding of dues in the event notice of such change is not timely given.

3 4 **Transmission of Dues**
The employer shall transmit to the Association's treasurer the total monthly deduction for dues within ten (10) school days following the last pay period of each month

3 5 **Indemnification**
The Association agrees to indemnify and hold harmless the Board, each individual Board member, all administrators, and all other employees against any and all claims, costs, litigation and all other forms of liability and all court costs, and attorney fees and other reasonable expenses, arising out of the application of the provisions of this article

3 6 **Amount of Dues**
It is agreed and understood that the Association will advise its own membership of the amount of the dues and of the amount of the checkoff The employer will notify the Association when a notice to terminate dues checkoff is received.

3 7 **Other Deductions**
Upon appropriate written authorization from the employee, the employer shall deduct from the salary of any employee and make appropriate remittance for Board approved payroll deductions to include, but not necessarily to be limited to insurance, TSA, credit union, United Fund and the cafeteria program

ARTICLE IV - HOURS

4.1 **Work Week**
The week for pay purposes will commence at 12:01 a.m on Monday and end at midnight the following Sunday The normal work week for most full-time employees shall be five (5) consecutive days, Monday through Friday.

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

4.3 **Meal Period**
Custodians, maintenance employees and bus mechanic shall receive a one hour unpaid meal period. Secretaries, para-educators, food service AND ils shall receive a 30 minute unpaid meal period. All employees shall be paid during their meal period for the time required to work during that meal period.

4.4 **Breaks**
Employees working six or more consecutive hours disregarding meal periods shall receive two 15 minute breaks Employees working three or more consecutive hours but less than 6 consecutive hours disregarding meal periods shall receive one 15 minute break Employees working four or more consecutive overtime hours after working their normal schedule during a day shall receive an additional fifteen minute break

4 5 **Meetings**
Employees shall be paid their regular rate of pay including differentials (activity trip hourly rate for bus drivers) for attendance at meetings scheduled by their supervisors

ARTICLE V - OVERTIME

5 1 **Overtime Pay**
Employees shall be paid 1 1/2 times their normal hourly rate for hours worked when authorized by the superintendent or designee over 40 hours within the defined work week. The employer retains the right to adjust hours assigned within a work week to avoid the payment of overtime.

5.2 **Distribution of Overtime**
A. **Extra Hours for Cooks** - All food service employees interested in extra hours shall sign up with the lunch director at the beginning of the school year This list will be put in seniority order and extra assignments will be allotted in a rotating basis starting with the most senior employee, including supervisors, in the building that is the site of the event If a second employee is needed that person can come from another building following the seniority list. Food service employees who work for non school related functions shall be paid their overtime rate for these extra hours.

B. **Extracurricular Bus Trips** - All bus drivers interested in extracurricular and/or activity trips shall sign up with the transportation director at the beginning of the school year Two seniority lists will be maintained - one for extra curricular trips and one for curricular trips The trips from each list shall be assigned on a rotating basis starting with the most senior employee Sub drivers will be used if all regular drivers refuse the curricular/extracurricular trips

C. **Extra Hours for Custodians Because of Additional Building Utilization** - All custodians interested in extra hours because of building usage by school groups or outside groups shall sign up with Building and Grounds Director at the beginning of the school year Custodians within the building shall have first opportunity to work the extra hours on a rotating basis starting with the most senior custodian in that building If no custodian in that building chooses to work, then the extra hours shall be offered on a rotating basis starting with the most senior custodian/maintenance employee from the list

D Nothing in this section shall prohibit the employer's historical use of non-bargaining unit persons for bus driving or building management in conjunction with building usage by school groups or outside groups

F **Overtime Sign Up** - Employees may sign up for extra hours after the beginning of the school year by notifying the appropriate supervisor in writing Employees may remove their name from the extra hours list by notifying the appropriate supervisor in writing

VI - HOLIDAYS

6.1 **Holidays** - All employees shall be paid at their hourly rate for the following holidays which fall during their regular work assignment: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Memorial Day and Independence Day.

2. Twelve month employees contracted for thirty (30) hours per week or more shall also receive the following paid holiday vacation days: day after Thanksgiving, two days during Christmas break, and one day during Spring Break providing school is not in session.

3 An employee must be present at work or on paid leave of absence on the workday preceding and following the holiday in order to receive holiday pay.

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

6.3 **Work On A Holiday** - Employees required to work on a holiday or a day designated as a holiday will be paid premium pay of one an one-half times the employee's hourly rate in addition to the holiday pay for all hours worked. All holiday work must be approved by the Superintendent. Paid holiday vacation days are not subject to premium pay under this subsection.

ARTICLE VII - VACATIONS

7.1 **Eligibility and Allowance**

1. All twelve (12) month employees, regardless of number of hours worked per day, are eligible for District paid vacation.
2. The vacation year shall be the same as the fiscal year, July 1 through June 30.
3 New employees less than one year as per the fiscal dates· 7 hours of vacation leave per month Example. Worked 8 months by June 30th. 56 hours vacation or 7 work days

4. **Vacation Allowance** - Full year at anniversary date (starting date of service)
   The first nine full years 2 weeks
   The 10th through 19th years· 3 weeks
   The 20th full year and beyond 4 weeks

Proration of vacation will be given if termination occurs prior to year end to employees with one full year or more before termination or resignation Payment will be in time or dollars

7.2 **Scheduling Vacation**

1. For employees receiving two weeks or less vacation allowance, all vacation days shall be scheduled during the non school/non student summer days unless approved by the superintendent.

2. The immediate supervisor shall develop a vacation schedule after receiving input from the employees The immediate supervisor must approve all vacation days

3 Employees receiving three (3) or four (4) weeks vacation allowance shall be permitted to take at least one (1) week of vacation during the school year as scheduled with the Director

7 3 **Holiday During Vacation**

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one additional workday An employee eligible for holiday pay, except for the vacation, will be paid the holiday as provided in this agreement.

7.4 **Vacation Pay**

Vacation pay will be at the employee's hourly rate in effect at the time the employee's vacation is taken

7.5 **Vacation Rights in Case of Lay-offs Or Terminations** - An employee who quits or is laid off, discharged, retired or terminated from the service of the employer for any reason, prior to taking such employee's vacation, will be compensated for the unused vacation such employee has accumulated, prorated to date of termination, at the employee's hourly rate of pay. In the event of the death of an employee, such accumulated vacation pay will be paid to the employee's written designated beneficiary and if no such designation has been made, then to the employee's estate.

ARTICLE VIII - LEAVES OF ABSENCE

8 1 **Eligibility** - All regular full-time and part-time employees, and probationary employees, unless specified, will be eligible for the following leaves:

8 2 **Application**

1 An employee must complete a request for a leave of absence from school duties on such form as provided by the employer for all absences This form must be completed at least two (2) days prior to the date of absence whenever possible, except in an emergency situation

2 Written acknowledgement of the request for a leave of absence will be furnished to the employee

8.3 **Seniority Continuation** - An employee on an approved leave of absence will accrue seniority and will be returned to the job classification the employee held at the time the leave of absence was granted.

8.4 **Personal Business Leave** - Each employee and probationary employees will be granted two days per year for personal business leave Said leave shall be exercised in no less than one-half (1/2) day increments. Only two (2) employees per job classification may exercise personal business leave at any one (1) time Personal business leave shall be available for matters that cannot be handled outside of work time An employee making application for personal business leave shall not be required to state the reason for which the leave is requested, but by signature on the application form attests that the reason for the leave meets the standard. Employees requesting a specific day more than a month in advance may be requested to state a reason. The

district will buy back unused PBL days at $45.00 per day. Payment will be made in the final June paycheck.

8.5 **Bereavement Leave** - In the event of the death of an employee's parents, spouse, child, son-in-law, daughter-in-law, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, stepchild or stepparent, the employee shall be granted leave with pay for the amount of time necessary for attendance at the funeral and for any other purposes directly arising out of said death such as travel time to funeral or making funeral arrangements not to exceed five (5) days per occurrence for all employees, including probationary employees. Notification of the death and application for leave shall be made through the immediate supervisor/building principal, said application may be made directly to the Superintendent or his designated representative. The determination of the amount of leave time "necessary" shall be at the discretion of the Superintendent or his designated representative. The leave is not cumulative.

8.6 **Family Illness/Emergency Leave** - Employees, except probationary employees, may be granted four (4) nonaccumulative days per year of family illness leave/emergency leave. Application for family leave shall be made and said leave granted or denied through the immediate supervisor/building principal or, in absence, the superintendent or designated representative Family illness leave may be granted in partial or whole days.

8.7 **Other Leaves** - Employees may be granted other unpaid leaves for good cause at Superintendent's discretion. Limits, restrictions, and length as well as reasons are all at the discretion of the Superintendent as well as paid or unpaid. Leaves of absence requests must state anticipated length of time and reason for leave to be considered.

8.8 **Jury Leave** - An employee called for jury duty during working hours shall be granted leave with pay for the period required, subject to deduction of the jury fee, excluding mileage, received by the employee while away from his/her job. Copy of the check for jury duty to be sent to Business Office upon receipt.

8.9 **Association Leave** - Representatives of the Association shall be allowed up to a total of ten (10) days during the year for attendance at meetings or assemblies of the Association or its affiliate organizations No more than two (2) employees per job classification may be reimbursed by the Association for substitutes pay at the existing rate for substitutes if hired.

8.10 **Leaves for Probationary Employees** - Probationary employees shall be granted the following leaves after 45 calendar days:

One (1) day of Personal Business Leave
One (1) day of Family Illness Leave

Upon completing the 90 calendar day probationary period, the employees shall be eligible for the balance of all the leaves in Article VIII.

ARTICLE IX - SICK LEAVE

9.1 **Sick Leave**

1 **Definition** - Sick leave constitutes absence of an employee for personal, physical or mental illness, bodily injury or medically related disability, including disabilities resulting from pregnancy or childbirth Sick leave may be used in either full, one-half or one-fourth day increments

Sick leave will be paid and deducted from accumulated sick leave at the same rate and same number of hours as a contracted day Partial days of sick leave will be pro-rated based on the regular contract day. A part-time employee working less than five (5) days per week shall receive a pro-rated number of days based on full-time equivalency.

After 15 years of continuous employment with the district, departing employees will be reimbursed for each day of unused sick leave at a rate of $5 00 per day up to a maximum of 105 days (Refer to Board Policy 408.81)

2 **Number of Days**

Sick leave will be granted as follows:

First year of employment	10 days
Second year or employment	11 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
Sixth year of employment	15 days
Seventh and all subsequent years of employment	20 days

3. **Accumulation of Sick Leave** - If there are unused portions of sick leave in any one year, such unused portions , plus a given year's sick leave allowance, shall be accumulated up to a maximum of (105) one hundred and five days The employer may require a physician's certificate or other reasonable evidence as it may desire to confirm the necessity for sick leave

4. **Absence Without Pay** - Any days of illness for which leave is granted in excess of the employees allowance shall be without pay.

5. **Worker's Compensation** - If an employee is hurt or disabled on the job, the employee shall have an option of choose the worker's compensation payment or receive a supplement from the District to provide a total day's pay with an accompanying deduction of one (1) day sick leave per each day absent

ARTICLE X - IN-SERVICE EDUCATION

10 1 **In-Service Advisory Committee** - The schedule and content of the in-service activities shall be recommended to the superintendent by an advisory committee consisting of five (5) bargaining unit members appointed by the Association and five (5) District Representatives

The District shall have one (1) vote and the Association shall have one (1) vote.

10.2 **Pay** - Employees shall receive their regular rate of pay for all time while participating in in-service training required by the district.

10.3 Para-educator contracts will be 180 full days, 6 paid holidays and 2 days of other work as directed by the Superintendent or his designee.

ARTICLE XI - JOB TRAINING PROGRAM

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

11.2 If job training leave is approved by immediate supervisor and superintendent, employees may be paid and reimbursed for expenses as approved

ARTICLE XII - HEALTH AND SAFETY PROVISIONS

12.1 **Unsafe and Hazardous Conditions** - Employees shall not be required to work under unsafe or hazardous conditions Employees are responsible to report any unsafe or hazardous condition to their immediate supervisor.

12.2 **Procedure for Reporting Unsafe of Hazardous Condition**

1. Employees shall submit on a form provided by the District, a description of unsafe conditions.

2. The Supervisor shall respond to the reporting employee within two (2) working days regarding the unsafe condition.

3. This report may be submitted to the superintendent if the employee believes the unsafe condition continues to exist after receiving the response from the immediate supervisor or after two (2) working days if no response is received

12.3 **Equipment** - Safety equipment required by the employer will be provided.

12.4 **Reasonable Force** - An employee may use such force which is responsible to defend himself/herself if assaulted during the course of his/her employment

12.5 **Bomb Search** - All support staff at the site shall be requested but not required to return to their work areas to search for bombs during a bomb threat. Upon exiting the building if the employee sees anything out of the ordinary they will report it to the building principal, police and/or fire department

12 6 **Physicals** - Each employee shall show evidence of physical fitness when employed by the District as required by law Every three (3) years thereafter, each employee shall have a physical as required by law The physical shall be paid by the employee.

12.7 **Physical Reimbursement** - The District shall reimburse the employee for costs up to $30 for the required physical. Employees wishing reimbursement for the physical shall submit an Explanation of Benefits to the district secretary. The

reimbursement will be for the amount not covered by insurance, up to a maximum of $30.

The initial employment physical is the responsibility of the employee and is not reimbursed by the District.

Required annual physicals shall also be eligible for reimbursement.

ARTICLE XIII - STAFF REDUCTION

13 1 **Lay Off Procedures** - In the event it becomes necessary to lay off employees in a job classification for any reason, employees shall be laid off in the following order

1 Employees who are within their first 60 days of employment shall be terminated first The employer may lay off any such employee at its discretion

2 Employees in the affected job classification with the least seniority shall be terminated second

3. The District, as a result of layoff, has the right to realign work assignments among the remaining staff

13 2 **Notification** - The Superintendent or supervisor shall notify the affected employee thirty (30) days prior to the effective day of lay off

13.3 **Recall**

1. Employees shall be re-employed in inverse order of lay off by classification Recall rights shall be for two (2) years from effective date of lay off If an employee refuses recall, all recall rights will be forfeited except an employee may refuse recall to a position with less hours or benefits It shall be the responsibility of the employee to maintain a current address with the employer.

2 Notice of recall will be given by the employer to the employee If the employee fails to respond within fifteen (15) calendar days after receipt, the employee will be deemed to have refused the position offered.

13 4 **Benefits**

1 A laid off employee will retain experience credit earned prior to lay off.

2 Recalled employees will receive fringe benefits negotiated for the year of recall to employment.

3 Sick leave accrued prior to staff reduction will be maintained by the recalled employee

ARTICLE XIV - SENIORITY

14.1 **Definition** - Seniority shall be defined as an employee's length of continuous service within the District. Seniority shall commence with the first day of the job. All employees working 5 hours or more each day and those in the Transportation Department shall be credited with a full year of seniority. Employees working less than 5 hours but more than 2 hours each day shall be credited with 1/2 year of seniority Employees working 2 hours or less shall be credited with 1/4 year of seniority All employees shall retain the full years of seniority which each has accrued as of June 30, 1995 In the event that more than one individual has the same seniority, position on the seniority list shall be determined by using the last four digits of said employee's social security number. The higher number will provide the greater seniority

14 2 **Job Classifications** - Seniority shall be accrued in the following job classifications: Transportation, Food Service, Secretaries, Para-educators (student/classroom) and Technology Associates, ILS Lab Manager/Supervisor, ELL Paraeducators, School Nurse, Custodians, and Maintenance

However, maintenance employees can exercise seniority in the custodial job classification for the purpose of layoff and recall

14.3 **Posting** - The employer shall post the seniority list in all buildings annually by November 1st A copy shall be sent to the Association President when posted.

ARTICLE XV - TRANSFERS

15.1 **Applicability** - The following transfer procedure shall apply to any voluntary transfer to a different shift, building, job classification, or to a different position within a job classification, to fill an existing vacancy.

15.2 **Notification of Vacancies:**

1 **Recall** - If there is an employee (s) on layoff from the respective job classification, the vacancy shall be filled by a recall notice to the most senior employee on recall prior to posting or considering transfer.

2 **Posting** - The Superintendent or designee shall post all vacancies for seven (7) workdays in all school buildings and send a copy to the Association's designated representative. Vacancies which occur during the summer months shall be posted on the bulletin board outside the Superintendent's office

3 Employees may file a notice of interest for potential summer vacancies with the Superintendent before the end of the school year. These notices should be in writing and should indicate the positions including the building assignment to which the employee would like to transfer and an address and phone number where the employee can be notified of a posting. All reasonable effort shall be made to contact the employee in a timely fashion. This special summer notice

procedure does not relieve the employee from the responsibility of filing a written transfer request within seven (7) days of posting set forth in Section 15.2 (4).

4. Employees who desire a transfer may file a written statement of such desire with the Superintendent within seven (7) days of posting.

5. The Superintendent shall notify the employee of the decision of whether or not a transfer has been granted within thirty (30) days

15.3 **Bidding Procedures**

1. Any bargaining unit member may apply for any posted vacancy

2 Posted jobs shall be awarded on the basis of seniority from among employees within the job classification first if the employee meets the qualifications for the job. If no one within the job classification has bid on the vacancy, the job will be awarded to the most qualified candidate whether a current or prospective employee. Employees shall be notified of the bidding results within three (3) work days after filling vacancy

3 Employees awarded posted jobs shall be given five (5) work days to become oriented to the job and thereafter shall have ten (10) work days to demonstrate acceptable work performance

If the employee does not perform at this level, the job shall be re-posted and the employee shall be returned to the employee's last job.

4 Nothing in subsection 15.3 shall require the employer to award a position if it would require the employer to pay additional overtime on a regular basis

15 4 **Priority** - The employer will use the voluntary transfer process prior to involuntarily transferring an employee to fill a vacancy.

15.5 **Realignment** - Realignment after staff reduction is not a transfer

15 6 **Vacancies in Teaching Positions** - When any teaching position becomes vacant, any interested employee with the appropriate certification may apply and may be interviewed. If an employee applies and is not granted an interview, the employee may request a meeting to discuss areas of needed improvement

ARTICLE XVI - EVALUATIONS

16 1 **Procedure**

1 All employees shall be evaluated once a year. A copy of the evaluation will be given to employee immediately after review Within four weeks after the beginning of school, employees shall be notified as to who will be their evaluator and orientation to evaluation shall be conducted by the Superintendent/designee for all employees. Such orientation shall include a review of evaluation procedures and instruments.

16.2 **Right to Grieve** - All employee evaluations are to be fair and accurate Any employee who has been evaluated has the right to grieve said evaluations as unfair, unjust, or inaccurate through the grievance procedure set forth in this Agreement. In an evaluation grievance, an arbitrator's remedy shall be limited to correcting or deleting the evaluative rating or statement which is found to be unfair, unjust, or inaccurate.

16.3 **Personnel File** - Employees or their representative with written approval of the employee (s) shall have the right to review non-confidential contents of their personnel file. All personnel files will be in the Superintendent's Office.

16.4 **Complaints** - An employee shall be given a copy of any written complaint at the time it is placed in the personnel file.

16.5 **Right to Respond** - Employees shall have the right to respond in writing to any evaluations, complaint, or other material placed in the employee's personnel file within fifteen (15) work days of receipt and shall have said response become a part of his/her personnel file

ARTICLE XVII - INSURANCE

17.1 Regular full-time employees of 30 hours a week or more for at least 9 months may participate in the following district insurance programs.

1. **Term Life Insurance of $25,000**: Effective on the first day of the month following employment. Application must be filled out by employee and filed with the district secretary. The accidental death benefit is also effective on the 1st day of the month following employment

2 **Long-term Disability**: Provides for 66 2/3% of your monthly salary as a basic benefit should you become disabled. This coverage begins on 1st day of month following employment and after filling out application forms.

3. **Health and Accident**: District shall provide for full single coverage of health and major medical program after proper application is made and employee reports for work. The terms for this benefit shall included. Medical. $500/$1000 deductible, $1000/$2000 out-of-pocket maximum, Physicians Visit – PPO $10; PPO 10% coinsurance after deductible, non-PPO 20% coinsurance after deductible Prescription Drugs. No out-of-pocket maximum, $10 generic/$20 preferred. The Board shall make a monthly contribution of $75 per month toward the cost of the family plan for eligible spouses and dependents. Employees hired after January 1, 2005, are not eligible for the $75 monthly contribution Employees hired before January 1, 2005, who were not receiving the benefit, are not eligible for the $75 monthly contribution Spouses hired in the district as of January 1, 2005, who receive family insurance paid in full by the district, will continue to receive that benefit. Spouses hired after January 1, 2005, will be eligible for single insurance. If they desire family insurance the district will apply the premium of two single policies towards the family plan with the difference in cost of family insurance to be paid by the employee.

4. **Coverage**:

A. District paid insurance premium shall be for twelve (12) consecutive months for all eligible employees as defined above and at the rate determined by the insurance carrier.

B Coverage shall begin with the first day of the month following employment. The employee must fill out the application forms at time of hiring.

C. Any employee may elect to participate in the health insurance coverage or to decline health insurance coverage. If the employee declines health insurance coverage, they must complete the waiver of coverage form

17.2 Those employees who work less than 30 hours per week are not eligible for insurance benefits.

17.3 **Continuity of Insurance Benefits**

1 Employees who have exhausted their accumulated sick leave and are granted extended leave of absence due to illness, shall continue to have employer contributions toward their hospital and medical insurance to the end of the next month's payroll after expiration of such sick leave. Employees shall have the option to continue participating in the hospital and medical insurance coverage at their own expense. Such employees wishing to continue shall pay the premiums themselves to the employer prior to the billing date The provisions of this paragraph are specifically made subject to the prior approval of the respective insurance carriers In no event shall employee-paid contributions be accepted after the end of the school year unless such extension is granted with the permission of the employer

2 Employees on paid leave shall continue to have District contributions made to their insurance according to the level described in this Article

3. Employees on an unpaid leave of absence of more than twenty (20) work days will have the option of continuing such benefits by paying the full premium thereof prior to the billing dates Employees must continue to be qualified to remain in the insurance group and such procedure is acceptable to the insuring companies

4. The COBRA law of 1986 requires that group health insurance plans allow qualified persons to continue group health coverage after it would otherwise end Individuals may contact the Central Office for further information on this benefit.

17 4 **Dental Insurance** - Will be paid by employee if sufficient numbers sign up

ARTICLE XVIII - WAGES

18 1 **Conditions of Employment**

1. **Payroll** - Each employee shall be paid twice each month on the 10th and 25th of the month. The employee will have the choice of being paid for 10 consecutive months or 12 consecutive months for any contract less than 12

months. If those pay dates fall on Saturday or Sunday, paychecks will be issued the Friday before those dates. Payment for extra and/or overtime hours for employees shall be made twice each month on the 10th and 25th as well as payment for temporary and substitute employees.

2. **Time Sheets** - Every employee is required by law to fill out a time sheet. All time sheets must reflect actual time worked, indicate any specific leaves of absences taken, and must be approved by the immediate supervisor. Falsifying a time sheet will be grounds for dismissal. Deductions will be made from each payroll check for any leave time that is unpaid.

3. **Contractual Employment** - Employees in this category shall have their monthly or annual salary determined from an established salary or beginning base. The employees total salary shall be divided by the number of pay periods to determine the payment for each pay period.

The first paycheck for each new contract year will be issued on the pay date that falls at least 10 working days after starting date of service for that year

4. **Longevity Stipend** – Those full-time employees who have been at Step 20 for the second year and beyond, shall have a longevity stipend of $400 each year, non-cumulative to be paid on December 10 in a separate check Those employees who are not to Step 20 for the second year in their job classification but have served 21 years in the district shall also receive this longevity stipend.

5. **Advancement on Salary Schedule** - All employees covered by a salary schedule will advance one step on the schedule, provided they have been employed at least 8 months prior to June 30th.

6 **Placement on Schedules** - Employees new to the district shall be placed at starting wage in their job classification. In the maintenance and head custodian job classifications, the superintendent shall have discretion as to initial step placement A new employee may be given up to five years credit on the salary schedule for similar work experience. A former employee returning to the district within five years shall be given up to five years experience for work in the district

18.2 Custodial Staff Salary Schedule

1. Salary Schedule – starting wage $11.15 per hour

STEP	Reg Rate/Hr.	STEP	Reg. Rate/Hr
1	$11.15	11	$12.25
2	11.25	12	12.40
3	11 35	13	12 55
4	11.45	14	12.70
5	11.55	15	12 95
6	11.65	16	13 10
7	11.75	17	13 25
8	11.85	18	13 40
9	11 95	19	13.55
10	12 10	20	13 70

2 **Differentials**

A. Add 5% of hourly wage for Sunset and Pleasant View fulltime custodians Add 25/hr. for combination buildings, mail truck/custodian and permanent night positions.

B. Add 8% of step hourly rate for head custodians at junior high and senior high buildings

The above differentials are assigned for the purpose of adjusting for additional responsibility and/or supervision

3. **Uniforms** - All members of this department shall wear uniforms of a design and color as selected by the Director of Buildings and Grounds An annual clothing allowance of $113 40 (which includes FICA and IPERS) for custodians will be made to all eligible employees. Payment will be made in the December payroll Anyone employed less than one year (prior to December 1) will have the uniform allowance pro-rated according to the number of months worked

18.3 Transportation Staff Salary

1 Salary Schedule – starting wage is $915 per month

Regular A.M and P M Routes	Salary Schedule
Step 1	$915 00 per month
Step 2	$925 00 per month
Step 3 - 4	$940 00 per month
Step 5 - 9	$965.00 per month
Step 10 - 14	$975.00 per month
Step 15 and above	$1000 per month

Current bus mechanic shall receive a sixty five cent ($.65)/hour increase.

2. Special Routes and Stipends· Special Routes to Fort Dodge· $238/month a Bus and $187/month for a Van.

Pre-School and Headstart Routes: To be determined annually when length and time requirements are known. (Paid monthly based on activity hourly rate)

3. **Bonus**:

A. If a driver of a regular route misses no more than 10 trips for reasons other than personal illness, he/she receives a bonus of $125 after the end of the school year.

B. The driver of the Pre-School and Headstart routes will receive a bonus $75 at the conclusion of the school year if the driver has missed no more than 5 days other than for illness

4. **Activity Trips**

A. $9.00 per hour plus $5.00 for each meal required on a trip. Activity trips starting prior to 5:30 p.m will be eligible for the meal stipend.

B. Payments for activity trips shall be made to drivers with their regular pay.

C. Time for activity routes shall be determined from the time the driver leaves the bus garage till the bus is put away clean. Fee for overnight trips will be mutually agreed between the driver and the transportation director prior to the trip.

D. A minimum of $5.00 will be paid for any activity trip. If a trip is cancelled after the driver arrives at the bus garage on the weekend or non-student day, the driver will be paid $5.00.

5 License The District shall reimburse the driver the difference between a regular driver's license and the commercial driver's license (CDL) when it becomes required

18.4 Food Service Salary Schedule

1 Starting Rate for Food Service – starting wage is $9.15 per hour

SALARY SCHEDULE

Step 1	$9.15	Step 11	$10.25
Step 2	9.25	Step 12	10 40
Step 3	9.35	Step 13	10 55
Step 4	9.45	Step 14	10.70
Step 5	9 55	Step 15	10 95
Step 6	9.65	Step 16	11.10
Step 7	9.75	Step 17	11 25
Step 8	9 85	Step 18	11 40
Step 9	9.95	Step 19	11.55
Step 10	10.10	Step 20	11.70

(Add $1.00 per hour for supervising cooks)

2. **Uniform Allowance** - All members of this department shall wear uniforms approved by the Food Service Director. An annual clothing allowance of $113.40 (which includes FICA and IPERS) will be paid to all eligible employees. Anyone employed less than one year (prior to December 1) will have the uniform allowance pro-rated according to the number of months worked.

18 6 **Secretary, Para-Educators, ILS and Technology Associate Salary Schedule**

1. SALARY SCHEDULE – starting wage is $9 15 per hour

Step 1	$9 15	Step 11	10.25
Step 2	9.25	Step 12	10.40
Step 3	9 35	Step 13	10.55
Step 4	9 45	Step 14	10 70
Step 5	9 55	Step 15	10.95
Step 6	9 65	Step 16	11 10
Step 7	9.75	Step 17	11 25
Step 8	9 85	Step 18	11.40
Step 9	9 95	Step 19	11.55
Step 10	10 10	Step 20	11 70

(Add .25 per hour to any of the above who either have a four year degree in education or have received a paraeducator generalist I certification)

The District will pay $45 toward the cost of any of the above to attend each of three 30-hour classes to become certified The applicant pays the cost of the certification license When certification is completed, add 25 per hour beginning the month after verification

4 Employees in the classification of Secretary, Paraeducator, and Technology Associate shall be paid their normal hours of work for any workday that is shortened due to bad weather or Homecoming.

Current ILS will be included on the salary schedule placed at Step 12 Their seniority shall remain at the appropriate level of years

The District will pay the cost of staff development classes that are directly related to the job description with prior approval from the Superintendent

18 7 **ILS Lab Managers/Supervisors** - These positions require a sound understanding of educational practices and methodology pertaining to math and computer usage However, these positions shall not require the employee to perform teacher duties Persons in these positions will work closely with the development of this computer program and inform teachers of student progress in the above areas

ARTICLE XIX - DURATION

19.1 **Duration** - This agreement shall be effective commencing July 1, 2006, and shall continue in effect until June 30, 2007.

19.2 **Execution** - In witness whereof, the parties hereto have set their hand this 26th day of March, 2006.

FOR THE ASSOCIATION

Its Chief Negotiator

Its President

FOR THE EMPLOYER

Its Chief Negotiator

Its President

SCHEDULE A

ASSOCIATION DUES DEDUCTION AUTHORIZATION FORM
WCESA/ISEA

The undersigned employee of the Webster City Community School District hereby authorizes said District to deduct the dues consistent with Article III Dues Deduction of the Master Contract. The dues so deducted are hereby assigned to the Webster City Educational Service Association/ISEA The undersigned hereby releases the Webster City Community School District, the Board of Directors of the Webster City Community School District, each individual Board member, and all administrators and other employees from any and all responsibility for the application of the deduction authorized herein. The undersigned also acknowledges that this authorization is to continue in effect throughout the school year unless revoked in writing by a thirty (30) calendar day notice to the Webster City Community School District

Annual Association Dues: _____

_____
Printed Name of Employee

_____
Social Security Number

_____
Signature of Employee

_____
Date

GRIEVANCE FORM

WCCSD ED. SERVICES
ASSOCIATION/ISEA

Webster City Community
School District

Distribution of Form:
1. Association 2. Employee 3. Supervisor 4. Superintendent

Name of Aggrieved Person _____

STEP 2

Date Violation Occurred: _____ Date Filed: _____

Statement of Grievance: _____

_____

_____

_____

_____

Sections(s) of Contract Violated _____

_____

Relief Sought _____

_____

_____

_____ _____
Signature Date

Supervisor's Answer _____

_____

_____

_____ _____
Signature Date

STEP 3
Date referred to Superintendent _____

Superintendent's Answer _____

_____

_____

_____ _____
Signature of Superintendent or Designee Date

Refer to Arbitration: YES _____ NO _____ Date _____