

Central Community School District

and the

**Service Employees International Union
Local #199**

Secretaries

Master Contract

2011-2012



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Article 1. Recognition and Definition

1.1 Recognition

The Employer recognizes the Service Employees International Union (SEIU) Local 199 as the certified, exclusive sole collective bargaining representatives of all employees described by and defined in the Public Employment Relations Board’s Certification in Case No. 4948, issued November 8, 1993, and as amended in Case No. 6538. The unit described in the above certification is as follows:

Included: Building level secretaries at the high school, middle, and elementary schools.

Excluded: Secretaries to the superintendent, business manager, and curriculum director, substitute employees, other non-licensed employees, licensed employees, and all other supervisory employees excluded by Section 4 of the Public Employment Relations Act.

1.2 Definition

a. The term “Employer” shall mean the Central Community School District or when specified hereinafter, its Board of Directors or other representatives or agents.

b. The term “Employee” shall mean those employees specified and described in Section 1.1 above.

c. The term “Union” shall mean SEIU Local 199 or the Central Community Professional Secretaries, or when specified hereinafter, its duly authorized representatives.

Article 2. Hours of Work

2.1 Lunch Period

Each employee who works more than four (4) continuous hours shall have included in their schedule an unpaid duty-free lunch period of at least thirty (30) minutes, unless an emergency situation arises.

The foregoing shall not be construed in such a way as to prohibit the Employer from directing the work of its public employees.

Article 3. Hiring and Transfers

3.1 Voluntary Transfers

Employees who desire a transfer to another building may file a written request with the Superintendent of Schools on such form as may be provided by the employer. The application shall be reviewed by the Superintendent and will be submitted to the Board of Directors for their consideration.

The Employer will announce, by notification on the bulletin boards, the known existing full-time openings for non-certificated employees as they occur. The openings shall be listed by location with qualifications for position. The employee will have no longer than fourteen (14) days within which to respond to posted openings with a written request for a voluntary transfer.

During the summer months, known existing full-time openings for non-certificated employees that will be available for the following school year will be posted in the buildings and a list of such openings will be provided to the employee upon their request.

If more than one employee applies for the same position under the above conditions, the determination of the successful candidate shall be made by using the following criteria in the order listed:

1. The skill, ability and competence of the employee.
2. Years of service in the Central Community School District.

When an outside applicant and a current employee are considered to be equally qualified, as determined by the district, for a position, preference shall be given to the current employee.

Article 4. Seniority and Layoff

4.1 When, in the sole, exclusive and final judgment of the Board of Education of the Central Community School District, decline in enrollment, reduction of program or any other reason requires reduction in staff, the administration shall attempt to accomplish same by attrition. In the event that necessary reduction in staff cannot be adequately accomplished by attrition, given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality educational program possible, the administration shall base its decision to retain employees on the basis of the following in this order:

1. The skill, ability and competence of the employee.
2. Years of service in the Central Community School District.

4.2 Recall

Laid off employees shall be recalled in the reverse order of layoff, provided the recalled employee meets the qualifications of the job as determined by the employer. A recall notice shall be sent via certified mail. Employees shall retain recall rights for a period of one (1) year from the date of notice of the layoff. If an employee fails to notify the employer of a change of address or fails within five (5) days of receipt of notice of recall to advise the employer of the employee's desire and availability to return to work, any recall rights shall terminate.

4.3 Years of service shall be defined as the number of continuous years of service in the Central Community School District.

4.4 A break in service occurs upon voluntary resignation, expiration of recall rights, discharge, or an approved leave of absence greater than one year.

Article 5. Grievance Procedure

5.1 Purpose

The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. The parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

5.2 Definition

A "grievance" is defined as a claim by an employee that there has been a misinterpretation or misapplication of a provision of this agreement.

Any grievance shall be processed in the following manner:

Level One - An aggrieved person shall first discuss his/her grievance with his/her immediate superior, either alone or in the company of another employee selected by the employee with the objective of resolving the grievance informally.

Level Two - If the aggrieved person is not satisfied with the disposition made at Level One, or if no disposition is made within five school days after the discussion, he/she may file the grievance in writing with his/her immediate superior. The immediate superior shall, within five school days after receiving the written grievance, give the aggrieved person his/her written answer.

Level Three - If the aggrieved person is not satisfied with the disposition as evidenced by the written answer, he/she may appeal such disposition to the Superintendent of Schools within fifteen (15) days. The Superintendent shall within five (5) school days, after receipt of the grievance, meet with the aggrieved person and his/her representative and such other persons as the Superintendent has designated to consider the grievance. Within four school days after such meeting, the Superintendent or representative shall give the aggrieved person a written disposition of the grievance if settlement was agreed upon or, if not, his/her answer to the grievance.

Level Four - Grievances not settled at Level Three of the grievance procedures may be appealed to arbitration by the Union by written notice of the request for arbitration, submitted to the Superintendent or to the Superintendent's designee within ten (10) working days of receipt of the Superintendent's answer in Level Four.

Within five (5) working days of receipt of such request representatives of the employer and the Union shall attempt to select a mutually acceptable arbitrator. Failing to do so, they shall within ten (10) days of such arbitration request, jointly request the Public Employment Relations Board to submit a list of five (5) arbitrators. Within five (5) school days after receipt of such list, the party's designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternatively strike a name from list and the fifth remaining person shall act as the arbitrator. The arbitrator shall schedule a hearing on the grievance and, after hearing such

evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator shall, within the scope of the arbitrator's authority, be final and binding upon the parties. Upon mutual agreement of the Employer and the Union, grievances involving similar facts, issues and contract provisions shall be consolidated for hearing and determination. The Employer and the Union will share equally any joint costs of the arbitration procedures, such as the fee and expense of the arbitrator and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee.

Article 6. Evaluation

The employer shall have the responsibility to establish evaluation criteria and the evaluation instrument to evaluate bargaining unit employees.

The administrative staff shall continuously evaluate the performance of the employee and shall submit such evaluations in writing to the superintendent of schools.

Within three (3) weeks after the beginning of the school term, the administration shall advise the secretarial staff of evaluation procedures and instrument to be used. No formal evaluation will take place until such orientation has been given. If a secretary is employed to begin work after the start of the school term, the three (3) weeks stated above will commence on the first day of employment.

The evaluator will hold a conference with the employee to provide suggestions for improvement.

The evaluator shall provide a written copy of the evaluation. If the employee disagrees with the written evaluation, the employee may submit a written reaction within five (5) school days of receipt of the written evaluation. The written reaction shall be attached to the file copy of the evaluation. Both parties must sign the evaluation and reaction.

Article 7. Leaves

7.1 Personal Illness

All regular salaried employees shall have sick leave any time after the employee has reported for duty. Fifteen days sick leave will be allowed during the first and subsequent years of employment. The employee may use up to ten (10) days of sick leave for illness in the immediate family -- immediate family is defined as spouse, children, and parents of employee. Employees hired after 7-1-11 may use up to five (5) days of sick leave for illness in the immediate family.

Any unused days of sick leave in any one year shall be credited for use in subsequent years with a maximum of 140 days so accumulated. Employees hired after 7-1-11 shall accumulate to a maximum of ninety (90) days.

The Board reserves the right to request an acceptable certificate of absence signed by principal or a physician and countersigned by the Superintendent.

If an employee is unable to report for duty on the first day of the new contract, and has no accumulated sick leave on which to draw, compensation for sick leave will not be allowed under the new contract until the employee does report, whereupon it will become retroactive.

7.2 Death Leave

In the case of the death of the employee's immediate family (spouse, child, step-child, adopted child, mother-in-law, father-in-law, father, and mother) the employee may be granted by the Superintendent or designee up to three (3) days for the purpose of attending the funeral. Two (2) days may be granted to attend the funeral of a brother or sister and one (1) day may be granted to attend the funeral for a grandparent, grandchild, son-in-law, daughter-in-law, uncle or aunt. The employee shall receive no deduction for the days granted. If additional days are needed, then good cause leave without pay may be granted.

7.3 Funerals

In case of the death of any other relative or person of unusually close personal relationship up to one day of absence shall be allowed.

The Superintendent, or designated representative, shall have the power to extend the above provisions in any specific instance.

These provisions apply to all regular employees of the Board of Directors who are paid on an annual, monthly, or hourly basis.

7.4 Personal Business Leave

Each employee will be allowed two (2) days, accumulative to three (3) without loss of pay each school year for personal business to be used at the employee's discretion, provided that no such day is taken before or after a holiday, vacation period, during the first or last weeks of school or an inservice day. The leave is

not to be used for business which can be conducted during the employee's non-working time. The reason may be personal.

7.5 Emergency Leave

All regular salaried employees may be allowed one day in any one fiscal year, without loss of salary, for emergency leave such as disaster, court subpoena, or other necessary court appearance, and other circumstances recognized as emergencies by the Superintendent or whoever shall be the designated representative.

7.6 Educational and Professional Leave

Attendance at educational and professional seminars/workshops at full pay, if such absence is approved by immediate supervisor. If any employee wishes to be absent to attend a professional meeting a written request for approval of such absence should be signed by the principal and filed with the Superintendent or his designated representative at least five (5) days prior to the first day of anticipated absence. The district will reimburse the employee the cost of any approved workshop training.

7.7 Military Leave

Conditions governing Military Leave: Leaves of absence are granted for military purposes but not to exceed the enlistment or draft period. On completion of the military service the individual may resume a position as nearly similar to the position formerly held and at the salary he/she would have received had he/she not taken such leave, but subject to the following conditions: that he/she is physically and mentally capable of performing the duties of the position, that he/she makes written application or reinstatement to the Superintendent or his/her designated representative within 90 days after termination of military service, and that he/she submits an honorable discharge from the military service.

7.8 Jury Duty

In the absence of extraordinary circumstances, employees of the school system may be excused for jury duty with the permission of the Superintendent or his/her designated representative. No deduction from compensation will be made during the term of jury service, provided, however, that all jury fees received by such employee shall be turned over to the school district.

7.9 Leave for Political Purposes

The Board of Directors of the Central Community School District recognizes the right of its employees to seek, serve, and hold public office. The Board also recognizes that district funds should not be used for non-educational activities.

Employees wishing to seek, serve, or hold public office (local, state, or national) may request leave of absence through the office of the Superintendent of Schools to the Board of Directors for decision. Absence for such "leaves" shall be deductible at the per diem rate of contract.

“Leaves” granted by the Board of Directors shall not interrupt the placement of the employee on the salary schedule and/or fringe benefits to which the employee is entitled.

Requests should be submitted well in advance of the anticipated leave.

7.10 Extended Unpaid Leave

The Board of Directors shall grant an unpaid leave of absence for up to twelve weeks under the terms of the Family Medical Leave Act. Such leave shall be taken in the contract year and the Board of Directors may require medical evidence it deems appropriate.

7.11 Good Cause Leave

Good cause leave, in addition to the leaves above, may be granted without pay at the sole discretion of the Superintendent or his/her designated representative.

7.12 Vacation

All full time personnel covered under the provisions of this contract, who are employed for 12 months, shall be eligible to accrue a paid vacation at the end of each contract year according to the following schedule:

1 year	1 week
2-7 years	2 weeks
8 years +	3 weeks

All vacations must be approved in advance by the building principal and should not be taken when it could interfere with building activities. Up to 5 consecutive work days may be taken during the school year. A new employee must have been employed for more than six months to be eligible for one week of paid vacation. A day of vacation shall be that of the employee’s normal scheduled work day.

7.13 Union Leave

Up to five (5) unpaid days per year shall be available to the union for its representatives to attend conferences, conventions, or other activities of the local, state, and nationally affiliated organizations. The employee to be absent will give at least five (5) school days prior notification to his/her supervisor and the superintendent’s designee. The superintendent or his/her designee shall have the authority to extend the union leave upon the request of the employee on leave.

Article 8. Salary and Benefits

8.1 Salary Schedule

Year 1	\$12.82
Year 2	\$13.23
Year 3	\$13.43

The rates in this schedule shall be applied to the first 8 hours in each work day and/or the first 40 hours in each work week.

Overtime compensation shall be at 1 1/2 times the employee's hourly rate, except that time worked on Sundays and holidays shall be at 2 times the regularly hourly rate.

Overtime shall be paid according to the provisions of the Fair Labor Standards Act.

8.2 Insurance

The Board shall provide single health insurance for all employees. Family health insurance will be available to full time employees. Eligible employees requesting family health insurance will provide \$65 per month towards the cost of the premium. A separate prescription card is included with co-payments of \$25/\$35/\$45.

The Board shall provide single dental insurance, Long Term Disability (LTD) insurance, and term life insurance of \$20,000 for all full time employees.

8.3 Physical Examination

Employees shall have a physical examination at initial employment. The District shall pay up to \$55.00 for the examination after the portion covered by insurance has been paid by the insurance carrier.

8.4 Paid Holidays

All personnel shall be eligible for the following paid holidays:

Labor Day	New Year's Day	4th of July
Thanksgiving Day	Winter Break Day	
Thanksgiving Friday	Good Friday	
Christmas Day	Memorial Day	

Reportable hours for each holiday shall be those hours in effect contractually at the time the holiday occurs. To be eligible for any paid holiday, the employee must work the immediate work day before and after the holiday, or have an approved absence with pay according to the Board Leave policies.

Article 9. Dues Deduction

The dues of any member of the Union will be deducted from any participating member's monthly payroll in ten (10) equal deductions beginning with the September paycheck. The district payroll officer shall transmit the total monthly dues including a list of the employees for whom deductions are made, within ten (10) days following each regular pay period.

The Union agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits and

other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for all other payroll deductions.

Article 10. Duration

- 10.1 This agreement shall be effective from July 1, 2011 and shall continue in effect until June 30, 2012.
- 10.2 This Agreement shall be provided and posted on the district website.
- 10.3 In witness whereof the parties have caused this agreement to be signed by their respective presidents on the ____ day of July, 2011.

President, Central Community School Board of Directors

President, SEIU Local 199

Judy Jansen, Chapter President

Union Representative