

NEGOTIATED AGREEMENT

BETWEEN THE

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 199**

AND THE

IOWA CITY COMMUNITY SCHOOL DISTRICT

JULY 1, 2010 *through* JUNE 30, 2011

Equity Statement

It is the policy of the Iowa City Community School District not to discriminate on the basis of race, creed, color, religion, national origin, gender, age, marital status, sexual orientation, gender identity, veteran status, disability, or socioeconomic status in its educational programs, activities, or employment practices.

If you believe you have (or your child has) been discriminated against or treated unjustly at school, please contact the Equity Director, Ross Wilburn, at 509 S. Dubuque Street, 319-688-1000.

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ARTICLE I PREAMBLE

This agreement is made and entered into by and between the Board of Education of the Iowa City Community School District and the Service Employees International Union Local 199.

The Board of Education of the Iowa City Community School District is hereinafter referred to as the "Board" and the Service Employees International Union Local 199 is hereinafter referred to as the Union.

The term "employees," when used in this agreement, shall hereinafter refer to all employees of the Board who are contained within the negotiating unit represented by the Union as certified by the Public Employees Relation Board, Case #4774, on August 25, 1992.

ARTICLE II RECOGNITION

The Board recognizes Local 199 as the bargaining agent for employees included in the established bargaining unit. Members of the unit shall be comprised of both full and part time employees who fill the following positions: custodians, carpenters, general maintenance workers, painters, boiler operators, food service drivers, warehouse persons, campus mail persons, plumbers, electricians, custodian substitutes, cabinetmakers, mechanic, heating air conditioning and ventilation, refuse hauler and all blue collar non-supervisory physical plant employees. For purposes of this agreement, a part time employee is an employee whose regularly scheduled work is less than forty (40) hours per week for an expected 12 months per work year. Employees whose anticipated work schedule is less than 12 months per work year are not included in the provisions of this agreement.

ARTICLE III MANAGEMENT RIGHTS

The employer in the exercise of its authority to properly operate the district shall have the right to discipline employees when necessary. In accordance with the progressive discipline policy of the district, the employer will make an attempt to verbally solve problems before major discipline action is taken such as suspension.

Steps for the employee discipline process shall be an oral warning(s), a written reprimand(s) and finally, suspension or discharge, should it be necessary. This process shall not restrict or limit the employer in the immediate suspension of employees for major discipline problems.

ARTICLE IV UNION RIGHTS

I. Labor-Management Committee

A liaison committee composed of three appointees by the Union and three appointees of the superintendent shall meet at least twice annually to discuss mutual concerns. The following topics as well as others may be discussed at these meetings:

- A. Changes in job assignments
- B. Number of physical plant employees
- C. Efficiency of the physical plant as affected by A and B

II. Use of School Facilities

The Union shall have the right to hold meetings on school property provided such meetings do not interfere with school activities and/or the normal school operation. Such meetings must be scheduled at least three (3) days prior to the meeting and must also have three (3) days prior approval of the principal of the individual building.

III. Agreement Copies

Copies of the agreement shall be printed and distributed by the Board to all employees covered by this Agreement.

IV. Interschool Mail

The Union shall have the right to use the interschool mail service to distribute official Union material as long as such use does not interfere with the normal operation of the interschool mail service.

V. Bulletin Board Space

The Board will provide space in each work site for the posting of bulletins.

VI. Union Representation

The Union agrees to supply the Board in writing and maintain on a current basis the names of all Union officers, representatives, employees and stewards including each steward's work location. Authorized representatives of the Union shall be permitted to

transact official Union business on school property in compliance with Section II of this Article (Use of School Facilities). Such business will not be transacted during work hours unless mutually agreed upon by the Union and the Superintendent or designee.

ARTICLE V SAFETY

I. Bomb Threat

In cases where a school official is notified of a bomb threat or an intruder, the district will take prudent and necessary action. This action may include evacuation if the superintendent/designee determines to be the most prudent response given the circumstances. No employee shall be required to search for a bomb or an intruder.

II. The Board of Directors will attempt to eliminate any conditions of work for employees that are patently unsafe or hazardous and/or which endanger the health and safety of the employee.

The superintendent may shorten the work day with full pay when inclement weather threatens the health and/or safety of physical plant employees.

III. The Union recognizes the district's difficulty in scheduling that affects the time available for cleaning the lunch room/gym at the elementary level following lunch periods. The district is aware that there is not always ample time to clean these areas immediately following lunch periods to usual standards.

IV. A safety committee for the physical plant department will meet on a regular basis to prevent and correct unsafe or potentially hazardous working conditions.

ARTICLE VI HEALTH PROVISIONS

I. Physical Examinations

It shall be the policy of the Board of Directors of the Iowa City Community School District that all employees, in accordance with Department of Education Regulations 3.4 (13,14) and as described in the employment notifications of the district, shall

submit to the Office of Human Resources a certificate from the employee's physician stating that the individual has been examined by the physician and found to be free of contagious disease, particularly tuberculosis, and that the individual is physical capable to teach and/or render service while in no way endangering public health.

The Board of Directors agrees to compensate each employee up to forty dollar (\$40.00) toward the costs incurred in meeting the above public health requirements but not to exceed the total cost of the examination. Each employee who is required to have a physical shall be notified, in writing, with the issuance of his/her assignment.

The Board shall pay any extra costs beyond what insurance pays for alternate tuberculosis testing, when ordered by a physician because of documented allergic reaction to the tine test.

In order to be reimbursed for a physical examination, a "paid" receipt must be submitted to the Office of Personnel. Reimbursement shall be paid monthly.

ARTICLE VII PAYROLL DEDUCTION

I. Authorization

Any employee must present written authorization to the District Business Office fifteen (15) days prior to the pay date for which dues deduction is to be made.

Upon appropriate written authorization from any bargaining unit member, the District may cause to be deducted from the salary of the employee and may make appropriate remittance for annuities, credit union(s), savings bonds, charitable organizations as defined as and qualifying under Board/administrative policy, insurances, union dues, Committee on Political Education (COPE), Section 125 Plan for medical and child care expenses, or any other plans or programs approved by the superintendent or Board of Directors and agreed to by the bargaining unit member.

Authorization for deduction of dues and/or COPE shall be on forms provided by the Union.

II. Termination

An employee may terminate any authorized payroll deduction at any time by giving thirty (30) days written notice. Within fifteen (15) days of the written termination, the Executive Director of Local 199 may contact the business office for verification. Copies of termination of dues will be sent to the Executive Director of Local 199 by the district.

III. Hold Harmless Clause

The Union agrees to indemnify and hold harmless the Board of Directors, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this Article.

IV. Transmission of Dues

The District Business Office shall directly deposit Union dues within ten (10) banking days into the Union's account. Names and deduction amounts of those members from whom dues have been procured shall be mailed to the Executive Director of Local 199 in the same time period. Included with the Executive Director's mailing shall be the dues deposit slip. The Union will provide the District with a form to give employees who voluntarily discontinue having dues taken from their check.

V. Dues Changes and Initiation Fees

The parties recognize that the Union may change its dues from time to time, according to its constitution and by-laws. In the event such change occurs, the Executive Director of Local 199 will notify the District Business Office of such change.

The above said changes may only be made after giving the District Business Office fifteen (15) days prior notice of the pay date when it is to become effective.

Any employee must present written authorization to the District Business Office fifteen (15) days prior to the pay date for which dues deduction is to be made.

VI. New Employee Hires

Executive Director of Local 199 shall be provided with each Support Staff Memorandum which is included in the personnel action of the Board of Directors agenda via the District's website.

VII. Annuity

The District participates in the State of Iowa 403 B Plan. All employees are eligible to participate on a voluntary basis.

ARTICLE VIII GRIEVANCE PROCEDURES

I. A grievance shall be defined as a complaint of an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

II. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. The grievant has the right to be present at all steps of the grievance procedure. A representative of the union may be present at all steps of the grievance procedure.

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 in writing.

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 work activities of the grieving employee unless mutually agreed that it is necessary to process during the workday. If it is necessary to process during the workday it shall be at no loss of pay to the employee filing the grievance.

III. First Step

An attempt shall be made to resolve any grievance in informal discussion between complainant and his/her immediate supervisor.

Second Step

If the grievance cannot be resolved informally, the aggrieved employee may file the grievance in writing and, at a mutually agreeable time, discuss the matter with the immediate supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses that pertain to the specific grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) workdays from the date of the event giving rise to the grievance.

The supervisor shall make a decision on the grievance and communicate it in writing to the grievant, the Union and the superintendent or designee within ten (10) workdays after receipt of written notice of the grievance.

Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee may file, within ten (10) workdays of the supervisor's written decision at the second step, a copy of the grievance with the superintendent or designee. Within ten (10) workdays after such written grievance is filed, the aggrieved employee and the superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall file an answer within ten (10) workdays of the third step grievance meeting and communicate it in writing to the grievant, the Union and the supervisor.

Fourth Step

If the grievance is not resolved satisfactorily at step three, there shall be available a fourth and final step. Within ten (10) workdays, the Union and the employee may submit the grievance in writing to binding arbitration. An employee may submit a grievance to arbitration only with approval of the Union. Within ten (10) workdays of written notice to submit the grievance to arbitration, the Board or the superintendent and the Union representative shall meet and attempt to agree on 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 a commitment from the arbitrator, a request for a list of five (5) arbitrators will be made to the Public

Employee Relations Board (PERB). Each of the two parties will alternately strike one name at a time from the list until only one name shall remain. The remaining name shall be the arbitrator. The arbitrator so selected shall confer with the Board or the superintendent and the Union to set the time and date in order to hold hearings promptly. Selection of the hearing site shall occur no later than three (3) days prior to the hearing.

The arbitrator shall issue his/her decision not later than fifteen (15) workdays 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 issues 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 decision of the arbitrator shall be final and binding on both parties. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing, by the Board and the employee, and his/her decision must be based solely and only upon his/her interpretation of meaning or application of the expressed relevant language of the Agreement. Expenses for the arbitrator's services shall be borne equally by the Board and the Union.

IV. Group Grievance

If a group of employees has the same complaint, they may submit their complaint to the grievance procedure beginning at the first step, and the grievance may be processed through all levels of the grievance procedure. In a group grievance, all employees involved in the grievance may be present at all steps of the grievance process, and the group shall identify a spokesperson who will speak for the group through all levels of the grievance procedure.

V. Timelines

Timelines for filing a grievance may be mutually waived when requests to the district for information cannot be tabulated within the prescribed timelines of the grievance procedure of this Agreement.

VI. Separate Grievance File

Forms and official supporting documents (or copies of these documents) associated with a grievance will be kept in a grievance file that is separate from the employee's personnel file. This does not exclude the district from maintaining disciplinary documents in the employee's personnel file if such documents are/were part of a grievance and the result of the grievance process verifies the documents as valid disciplinary items. Each employee shall have the right to view his/her grievance forms and official supporting documents upon request.

ARTICLE IX SENIORITY

I. Definition

Seniority means a full time employee's length of continuous service with the Iowa City Community School District and begins with the first day of work, in a full time permanent position. The anniversary date of each employee shall be their hire date. In the event seniority is tied, the administration will be allowed to make those decisions required as a result of seniority information. Seniority shall be administered on a job classification basis.

II. Probation

- A. A new employee shall serve a probationary period of ninety (90) days. Upon successful completion of the probationary period, his/her seniority shall be retroactive back to the first day of probation.
- B. New employees on probation are not eligible to apply for physical plant vacancies.
- C. Termination of a probationary employee is not grievable, under Article IX – Grievance Procedure.

III. Posting

By July 1st, the Employer shall make available to employees a list showing the continuous service of each employee.

IV. Breaks in Continuous Service

An employee's seniority record shall be broken by voluntary resignation, discharge, and retirement. Employees on extended leaves of absence shall have their seniority frozen at the level obtained at the time the leave was granted. An employee who is absent from work for two (2) consecutive days without notification of valid reason to the Employer shall be considered having voluntarily resigned.

V. Vacancy Notification

Notice of all vacancies shall be placed on the District's website and posted in the public folder a minimum of five (5) days before the final date when applications must be submitted. Any eligible person interested in a posted vacancy shall apply in writing, to the Office of Human Resources, on or before the deadline date stated in the notice.

VI. Filling Vacancies

In filling vacancies, the District will interview all applicants who meet job qualifications and specifications. The District shall not be required to interview any internal applicant who was interviewed for a position within the same job classification at any time during the preceding three months, although such applicants will be considered for the vacancy provided they meet the job qualifications and specifications established for the vacancy and have applied for the vacancy.

Internal applicants not selected may, if they choose to do so, set up an appointment with the Human Resource Director (or administrator) to discuss reasons why he/she was not selected. This will be an informal meeting and will not be a part of the employee's personnel file.

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

Employees given consideration for a vacancy will be judged on their qualifications for position, their prior job performance and other pertinent factors related to their work record. The most qualified applicant shall be selected. When all factors being considered are equal, seniority shall be the determining factor.

Meeting job qualifications shall mean proven ability to perform job related responsibilities required for the job, prior job performance, or the ability to be trained, as evaluated by the District.

Notification of the candidate who is selected to fill the vacancy shall be provided to all employees who interviewed for the vacancy.

Job descriptions will be written for each job classification and will be available for all applicants and the union.

VII. Affirmative Action

Application of this agreement shall not conflict with the district's equal opportunity program.

VIII. Reduction in Force

The Board agrees not to contract out work which is regularly being performed by bargaining unit workers which will result in the layoff of bargaining unit workers during the contract year.

The Board has authority to contract out services as it deems necessary to smoothly and orderly operate the district, and to enact reduction procedures to facilitate contracting out work that has regularly been performed by bargaining unit employees.

The employer has the sole, exclusive and final determination to decide both the necessity for a reduction in force and the number and job classification of employees to be reduced.

In the event that it becomes necessary to reduce the working force, part-time and probationary employees in the affected job classification shall be laid off first, followed by employees with the least seniority in that job classification.

The employee removed can then replace an employee with less job classification seniority in any job classification for which he/she has pre-qualified. Pre-qualification requirements for transfer to other job classifications during reduction in force procedures must include actual work experience (90 calendar days) and seniority within that job classification.

Recall from layoffs shall be in inverse order of reduction. If an employee who is laid off returns to work in this bargaining unit,

his/her previously earned seniority will be reinstated. If an employee returns to work for the district in a position not in this bargaining unit, he/she does not forfeit his/her right to recall in this bargaining unit and his/her accumulated seniority in this bargaining unit shall be frozen.

IX. Transfers

- A. The employer reserves the right to assign employees temporary (no longer than 60 consecutive work days) duties other than those of their normal assignment and/or at a location other than their normal assigned location.
- B. Employees transferred temporarily or assigned temporarily to a position in a higher pay classification that is not his/her regular position, for longer than ten (10) consecutive work days or fifteen (15) days in any thirty (30) day period, shall be paid at the daily rate of the temporarily assigned position. Employees will be paid retroactive to day one and will continue at the higher rate of pay until transferred back to their regular position. To be eligible for the increased pay rate the employee must be assigned to the higher rated job for the entire work day. The pay rate is based on the salary schedule only and does not include any stipend pay.

ARTICLE X SERVICE EMPLOYEE EVALUATION

I. Notification

Before an employee is formally evaluated, he/she will have been acquainted with the appropriate job description and formal evaluation procedures.

II. Formal Evaluation

All Formal evaluations may include observations and an overall assessment of the employee's competence. Employees shall be evaluated at least one (1) time every three (3) years.

Each employee shall receive a written copy of the specified contents of the formal evaluation. The employee and the evaluator(s) must confirm this by their signatures on all copies. The employee's signature does not necessarily indicate

agreement with the contents of the evaluation; it does indicate the employee has been informed of the contents.

An employee may write a response to the contents of the evaluation that will be attached to the formal evaluation.

III. Informal Evaluation

Employees shall also be continuously evaluated. A verbal discussion between the employee and employer concerning the informal continuous evaluation may suffice in this instance. If the employer deems a written evaluation is necessary, the procedure detailed in Paragraphs 2 and 3 of the formal evaluation procedures shall be followed.

IV. Personnel Office Folders

- A. All Material obtained during the period of employment which is placed in his/her permanent personnel file and which may be used to determine his/her continuous employment or advancement in the school system shall be available for inspection by the employee; except that information received by the administration prior to employment, which shall include confidential references or evaluations obtained from sources outside the school system, shall be exempted from the inspection. However, the employee shall be provided a list of such items upon request. All items within an employee's personnel file shall be date stamped when placed in the file beginning with any documents placed there on or after July 1, 2002.
- B. The employee shall have the right to answer any material filed subsequent to employment and his/her answer shall be affixed to the material and placed with it in the employee's file.
- C. No information used in appraisal, evaluation, termination of assignment, or transfer, shall be maintained except in the personnel file in the district Office of Human Resources. However, other operational or anecdotal files may be maintained at the physical plant or principal's office.

- D. An employee may have the evidence of competence or outstanding performance or service he/she chooses placed in his/her personnel folders in the building and at the district personnel office.
- E. Material mutually defined as obsolete by the evaluator and individual being evaluated shall be removed from the personnel folder and destroyed.

ARTICLE XI VACATIONS

- I. The following are paid vacation provisions for year-round full time employees for the duration of this agreement. Year-round full time employees are defined as those employees working a forty (40) hour week, and for a (12) month period. Vacation will be administered in the following way:

Vacation Accrual Schedule

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>
Based on the anniversary of the employee's hire date, after the completion of:	
One (1) year to four (4) years	Two (2) weeks
Five (5) years to nine (9) years	Three (3) weeks
Ten (10) full years	Four (4) weeks

- II. Employees must have their vacations approved by the Physical Plant Director or his/her designee and, if the employee is assigned to a building, the building principal. Employees are strongly encouraged to request vacation as early as possible and not less than five (5) days in advance. However, in extenuating circumstances, requests with less than three days notification may be approved.

Vacations for employees not assigned to a building and vacations taken at times when school is not in session must be approved by the Physical Plant Director or his/her designee.

III. Vacation Usage

A. Employees are encouraged to take their vacations in the following manner:

1. Employees with Two (2) Weeks Vacation

Employees entitled to two (2) weeks vacation take at least one (1) week of their vacation in consecutive days.

2. Employees with Three (3) Weeks Vacation

Employees entitled to three (3) weeks vacation take at least two (2) weeks of their vacation in consecutive days.

3. Employees with Four (4) Weeks Vacation

Employees with four (4) weeks vacation take at least Three (3) weeks of their vacation in consecutive days.

B. Vacations will not be granted the week before and after the start of school and the week before and after school ends. Exceptions will be granted for extra ordinary circumstances. Employees shall take their vacation days in minimums of one (1) day increments.

C. Vacation applications will be approved unless the employer determines the employee's absence will affect the district's ability to carry out its mission.

IV. Vacation entitlement is for the duration of the terms of this agreement. Employees entitled to two (2) or more weeks vacation may carry over for one (1) year up to one-half (1/2) of their vacation allocation. However, employees are encouraged not to carry their vacation into the following year.

Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she accumulated at the time of the separation.

ARTICLE XII HOLIDAYS

I. Holidays

The following are designated as paid holidays for the year-round, full time physical plant employees:

Independence Day	1 day
Labor Day	1 day
Thanksgiving Day and the day following	2 days
Christmas	2 days
New Years	2 days
Memorial Day	1 day
Spring Break (one day)	*

*Approved and coordinated with Building Principal and Physical Plant Director.

II. Holiday Pay

Eligible employees who perform no work on a holiday shall receive pay equivalent to one eight (8) hour day of regular pay. In the event a paid holiday falls on a day an employee is not scheduled to work, the employee's holiday occurs on the first scheduled work day following the designated holiday.

III. Holiday Work

If an employee works on a holiday he/she shall be paid double time for all hours worked. This is in addition to the employee's holiday pay. For purposes of computing overtime, Article XVI, Section IV, Work Day shall be controlling.

ARTICLE XIII LEAVES OF ABSENCE

Leaves of absence shall apply to all employees including those in their probationary period.

I. Temporary Leaves

A. Emergency Leave

Up to two (2) days leave with full pay for emergencies may be granted to employees during each school year.

An emergency is a condition of a serious nature which develops suddenly and unexpectedly, which requires the employee's presence and immediate attention which cannot be attended to outside of work hours and which is not covered under other provisions. The types of absence for which emergency leave may be approved are:

1. Accident involving his/her property, or the person or property of a member of his/her immediate family (father, mother, son, daughter, husband, wife, brother, sister, son-in-law, daughter-in-law, grandchildren, and grandparents of the employee and the employee's spouse) of such an emergency nature that the immediate presence of the employee is required during the working day.
2. Serious or Critical Illness of a member of the immediate family, as defined above, calling for services of a physician and of such emergency nature that the immediate presence of the employee is required during his/her working day.
3. Other Real Emergencies, not specified above, which require the presence of the employee.

Emergency leave shall be approved by the employee's supervisor and the superintendent or his/her designee on the appropriately filed form.

Emergency leave may be used in one (1) hour increments.

B. Jury Duty

An employee may be granted leave for jury duty. No deduction from compensation will be made; however, all jury fees received by the employee shall be turned over to the school district. Notification of request for jury duty leave will be provided the employee's principal/supervisor and submitted to the superintendent or his/her designee.

C. Death in Immediate Family

Employees shall be granted leave of absence at full pay for funerals of immediate family. Absence due to death in the immediate family shall be paid in full not to exceed five (5) days per incident. The immediate family shall be considered to mean: the employee's spouse/domestic partner, and the child, foster child, stepchild, legal ward, son-in-law, daughter-in-law, parent, foster parent, step-parent, father-in-law, mother-in-law, brother, sister, foster brother, step brother, foster sister, step sister, brother-in-law, sister-in-law, grandchild, aunt, uncle, niece, nephew, grandmother, grandfather or great relative in any of the above mentioned categories of the employee or the employee's spouse/domestic partner.

If the need for bereavement leave arises on a holiday, the employee shall not be charged against his/her bereavement leave bank for that day.

D. Personal Leave

Employees shall be granted one (1) day personal leave per year for personal business at the discretion of the employee. No personal leave will be granted the day before or the day after Thanksgiving vacation, winter break, or spring break, or during the first two weeks and last two weeks of the school year. Personal leave must be approved three (3) school days in advance of the leave by the employee's immediate supervisor and the superintendent or his/her designee. If, through no neglect of the employee, the employee is unable to submit application for personal leave three (3) days in advance, the three day prior approval stipulation may be waived by the approving parties. Personal leave may be used in one (1) hour increments.

E. Funeral Leave

Employees shall be granted up to one (1) day of leave per year to act as pallbearers at the funeral of persons other than immediate family members as defined in section C above. This leave can be used only when there is a conflict with the employee's work schedule and the time of the funeral.

Employees shall be granted one (1) day of paid bereavement leave annually to attend funerals of other relatives or close friends.

F. Bereavement Leave

Leaves for funerals of persons previously associated or currently employed with the district or a student of the district shall be handled in the following manner:

1. Employees seeking to attend the funeral service must seek prior approval of the Physical Plant Director/designee.
2. A representative group of employees may be excused for the funeral without any leave being charged against their absence.
3. Other physical plant employees will be required to use available personal leave or vacation.

G. Technical leave may be approved by the superintendent/designee and will not be charged against an employee's other leave allotments. The purpose of technical leave is to advance the knowledge and skills base of current employees to better serve the needs of the district.

II. Military Leaves

The employer is aware of its obligation to comply with legal requirements for granting leaves for such reasons as military service etc. Employees will be expected to make application in writing prior to the date of the expected leave.

A leave of absence will be granted to members of Reserve Forces for reserve training purposes or disaster duty, but not to exceed a total of thirty (30) days in any calendar year. When leave is granted for this purpose, the employee may exercise the option of retaining the military pay and have a payroll deduction at his/her district pay rate for the days used or turn the military pay into the school district and keep the district pay.

III. Union Leave

Up to fifteen (15) days shall be available to the Union for its representatives to attend conferences, conventions, or other activities of the local, state, and national 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 Union will pay the cost of the substitute if one is hired.

IV. Discretionary Leave

In the event that a life threatening (catastrophic) medical situation (intensive care, final stages of an incurable disease, or incapacitating injury) occurs to a member of an employee's immediate family (parents, spouse, or dependent child) the employee may, after exhausting all emergency and other applicable leaves, apply to the superintendent or his/her designee for paid discretionary leave not to exceed thirty (30) assignment days in any one school year.

V. Extended Leaves

Extended leaves of absence, without pay, may be granted employees. Such leaves must be approved by the employee's principal/supervisor and the superintendent or his/her designee. Employees on extended leave will be returned to the same or similar position he/she held prior to the leave. Employees will be placed in the same job category (maintenance or custodian). If the employee is placed temporarily out of their job category, they will receive the same pay as their previous assignment until they are permanently placed. Once placed in the same or similar qualified position or accepting a position in a different job category, the permanent placement will be considered completed. The employee's salary will be adjusted according to the negotiated agreement.

Step movement will be afforded the employee if this is part of the negotiated agreement providing the employee has worked six (6) or more months during the previous contract year.

VI. Family and Medical Leave Act

The Employer agrees to provide eligible employees with 12 weeks of family and medical leave per year as required by the

Family and Medical Leave Act of 1993 ("FMLA") and all applicable changes to the act as imposed by law. Family and medical leave is available for the following purposes: (1) the birth of a son or daughter, and to care for a newborn child; (2) for placement with the employee of a son or daughter for adoption or foster care; (3) to care for an employee's spouse, son, daughter, or parent with a serious health condition; and (4) because of a serious health condition that makes the employee unable to perform the functions of the employee's job. For purposes of this Article, the terms "spouse," "parent," "son or daughter" and "serious health condition" shall have the same meaning as defined by the FMLA and its regulations.

Any employee requesting or receiving family and medical leave shall be required to sign and submit to the Employer's director of human resources a written request in a form selected by the administration. The Employer reserves the right to designate any leave that is taken for one of the purposes set forth above as FMLA even if the employee requesting leave does not designate the leave as family and medical leave. Furthermore, any employee on family and medical leave is required to also use and exhaust any paid leave that is otherwise available to the employee including, but not limited to, paid sick leave as provided in this Agreement. Any family and medical leave in excess of the available paid leave shall be unpaid. The Employer also reserves the right to require employees to provide medical certification in support of any request for family and medical leave to the extent, and manner required by the FMLA.

The Employer shall continue an employee's insurance during any period of family and medical leave to the extent and on the terms required by the FMLA. Employees who are not also on paid leave shall be required to remit the employee's contribution toward health insurance premiums by the date those amounts would have been deducted from the employee's pay check if the employee was *not* on family and medical leave.

The employee covered by this agreement hereby authorizes the Employer to deduct from the employee's paycheck upon return to work any amounts not contributed or otherwise due because the Employer continued the employee's coverage during the entire family and medical leave period to ensure restoration as required by the FMLA. If the employee does not return to work at the end of the leave (except for the reasons specified in the FMLA), the employee shall be required to reimburse the

Employer for any contributions made by the employer while the employee was on unpaid family and medical leave and hereby authorizes the Employer to deduct any amount that is due and owing from the employee's final paycheck or any other amounts due the employee.

Employees may request family and medical leave for up to 12 weeks per year. For purposes of this article, "year" shall be defined as a fiscal year (July 1 to June 30). Family and medical leave to care for a newborn, adopted or foster child must conclude within 12 months of the birth or placement of the child and cannot be taken on an intermittent or reduced schedule basis.

ARTICLE XIV SICK LEAVE

I. Accumulative Benefits

Regularly employed personnel shall be granted leaves of absence for personal illness or injury. Female employees are entitled to sick leave during the period they are unable to perform regular duties due to pregnancy and subsequent recovery.

Persons in the following types of employment are not entitled to sick leave benefits:

1. Casual employees who work on an on-call or as needed basis.
2. Extra help employed during summer and vacation periods.

In cases of personal illness or injury the employee shall be granted the following sick leave allocations.

During the:

1st year of employment	<u>10 days of sick leave</u>
2nd year of employment	<u>11 days of sick leave</u>
3rd year of employment	<u>12 days of sick leave</u>
4th year of employment	<u>13 days of sick leave</u>
5th year of employment	<u>14 days of sick leave</u>
6th year of employment & all succeeding years	<u>15 days of sick leave</u>

Sick leave will accumulate to a maximum of one hundred twenty (120) days. Sick leave may be taken in half-day increments if necessary. A day of sick leave is equal to the employee's normal work day.

II. Hourly Sick Leave

Upon three (3) day prior approval, up to one day of sick leave may be used in hourly increments for non-emergency medical, dental, optical, and chiropractic appointments in cases when such appointments cannot be made in a reasonable amount of time during non work time due to the treating professional's availability. Sick leave used in hourly increments must be approved three (3) work days in advance of the leave by the employee's immediate supervisor and the superintendent or his/her designee. If, through no neglect of the employee, the employee is unable to submit application for sick leave in one hour increments three (3) days in advance, the three day prior approval stipulation may be waived by the approving parties.

III. Confirmation

The Board of Directors or their designee shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for the absence.

An employee absent three days or more will be required to have a doctor's permission slip to return to work. Forms for reporting absence should also be completed.

IV. Accumulation

Employees will be notified of accumulated sick leave on their first pay check received in the contract year.

Employees hired after July 1 will receive their normal sick leave for first year employees on a prorated basis; however, beginning with their second assignment, they will receive the sick leave allotment for second year employees. Unused portions will be cumulative in the same manner as for other employees.

V. Reporting Absences

Employees will report their absence due to personal illness or injury by phoning their building principal and director of physical

plant or the director's designee. In addition, employees must create an absence on *AESOP* by 11:00 p.m. the day of the absence. Notification for such absence should be received by the building principal if the employee is assigned to a building and director of physical plant or designee no later than thirty (30) minutes before the start of the employee's scheduled workday for those employees whose workday begins at or before 7:00 a.m. Notification of such absence by employees whose workday begins after 7:01 a.m. should be received by the director of physical plant or the director's designee no later than one (1) hour prior to the start of their scheduled workday. Employees are encouraged to notify the director of the physical plant or the director's designees as early as possible prior to the start of their workday. An employee who becomes sick at work shall notify the immediate supervisor and the physical plant office before leaving the job.

VI. Elective Surgery

Employees may be granted a sick leave for elective surgery. Requests for such leaves must have five (5) day prior approval from their immediate supervisor/principal and the superintendent or his/her designee.

VII. Family Illness

All employees shall be granted use of sick leave at full pay for illness of an employee's family member. A maximum of five (5) days per year shall be allowed for this use and shall be charged against the employee's sick leave accumulation.

If a spouse or legal guardian is present to take care of an ill family member, then the employee is to be at work.

VIII. Insufficient Sick Leave Accumulation

If an employee's accumulated sick leave is insufficient to cover the period of disability, the employee, upon his/her request, will be granted a leave of absence without pay. An employee with insufficient sick leave may also make use of any unused emergency leave to cover time lost due to extended personal illness or disability.

X. Other Benefits

The school district provides Workers' Compensation insurance to cover medical treatment for injuries sustained on the job. In no event shall the employee receive more in payment during a period of disability than his current salary.

ARTICLE XV EMPLOYEE WORK DAY

I. Regular Hours

The normal employee work week shall be five (5) work days and shall not exceed eight (8) hours per day. Hours of work each day shall be consecutive, except for interruption for meal periods. Arrival and departure time for employees shall be determined by the employee's building administrator or Physical Plant Director. Normal daytime regular work hours will be from 7:00 a.m. to 3:30 p.m. Regular work schedules may be altered by mutual agreement.

II. Breaks

All employees' workday shall provide for a fifteen (15) minute break during each one-half of the scheduled eight (8) hour work period.

III. Meal Periods

All full time employees shall be granted a one-half (1/2) hour unpaid lunch period. A full time employee whose workday begins after 11:00 a.m. shall be granted a minimum of a thirty (30) minute unpaid lunch period not to exceed one hour. Employees asked to remain in their buildings on call during the lunch period shall receive their regular rate of pay for the lunch period.

Bargaining unit employees who work during the day and who stay in their building over their duty-free, unpaid lunch period shall be entitled to have a regular school lunch in that building at district expense.

IV. Overtime

Overtime for regular, full time employees shall be paid at the rate of time and one-half the employee's straight time hourly rate when an employee works in excess of eight (8) hours per day or forty (40) hours a week. The employee may elect overtime compensation or compensatory time off at the rate of time and one-half the employee's regular time. Employees are encouraged to use compensatory time within one pay period, or be paid for the accrued overtime. Overtime paid for over 8 hours per day may be waived by mutual agreement.

Vacation time, paid holidays and paid sick leave count as time worked for the computation of overtime. In the event a paid holiday falls on a day an employee is not scheduled to work, the employee will be granted a compensatory day off, and the regular holiday will be counted as time worked for the computation of overtime. Overtime shall not be paid more than once for the same hours.

The need for overtime and its assignment shall be the employer's exclusive decision. Work performed outside the designated work hours must have prior approval by the Physical Plant Director or his/her designee. An attempt will be made, insofar as possible, to distribute overtime equally within job classifications.

V. Call Time

A. Definition

Call time refers to those times when an employee is not at work and is called in because of emergency conditions. Call time does not refer to the extension of an employee's regular workday.

B. Minimum Time

Any employee called back to work in an emergency in a time outside of his/her regularly scheduled hours shall be provided a minimum of two (2) hours work at a pay rate of time and one-half. Call time between the hours of 12:00 a.m. and 6:00 a.m. or on a holiday shall be compensated at the rate of double the employee's regular hourly rate. In either event, if call time overlaps the employee's regularly

scheduled work hours, the employee shall be paid at straight time rates for the regularly scheduled hours.

An attempt will be made to distribute call time evenly within job classifications; however, the employer reserves the right to call time.

VI. Building Checks

Employees assigned to perform building checks shall be paid for a minimum of one (1) hour at a rate of time and one-half their regular hourly rate. Employees assigned to perform building checks on a holiday shall be paid for a minimum of one (1) hour at a rate of double time of the employee's regular hourly rate. If emergency circumstances are found to exist during the building check, the employee is to contact the building principal, physical plant director or assistant director to report the situation. Any additional time worked beyond one hour requires prior approval of the Physical Plant Director/Designee.

VII. Notification of Assignment

Individual assignments shall specify the normal starting and ending time, building location, and days of the week to be worked for each employee.

ARTICLE XVI INSURANCES

The Board shall select for all employees working 30 hours a week or more the following two insurance options:

I. **Health Insurance**

The Board shall select for full time employees and members of the employee's immediate family, including domestic partner, a health and major medical insurance plan that includes the following:

A. **Health and Major Medical**

1. Hospitalization for a maximum of 365 days at semi-private room rates with convalescent care at one-half (1/2) the rate for double the number of days, or that which is usual, customary, and reasonable with the plan paying 90 (ninety) percent and patient paying 10 (ten) percent for Tier I providers, 80/20 (eighty/twenty) for Tier II providers, and

70/30 (seventy/thirty) for Tier III providers. Hospitalization costs for Tier I are applied to a \$200 (two-hundred) per person or \$400 (four hundred dollar) per family/domestic partner deductible. Hospitalization costs for Tier II are applied to a \$500 (five hundred) per person or \$1000 (one thousand) per family/domestic partner deductible. Hospitalization costs for Tier III are applied to a \$1,500 (one thousand five hundred) per person or \$3,000 (three thousand) per family/domestic partner deductible. Tier I total Co-payments, Coinsurance and Deductible shall not exceed \$500 (five hundred) per individual per calendar year or \$1,000 (one thousand) per family/domestic partner per calendar year. Tier II total Co-payments, Coinsurance and Deductible shall not exceed \$1,000 (one thousand) per individual per calendar year or \$2,000 (two thousand) per family/domestic partner per calendar year. Allowed Charges accumulated in Tier I and Tier II will be applied to both the Tier I and Tier II Out of Pocket and Deductible. Tier III total Co-payments, Coinsurance and Deductible shall not exceed \$2,000 (two thousand) per individual per calendar year or \$4,000 (four thousand) per family/domestic partner per calendar year. Allowed Charges accumulated under Tier III apply to Tier III Deductible and Out-of-Pocket only.

2. Intensive care at prevailing rates or that which is usual, customary, and reasonable. (Subject to the same limits as above hospitalization co-pays, deductibles, and maximum out-of-pocket expenses.)
3. Supplemental benefits or other hospital services to include costs of special facilities and medical supplies will be paid according to the DXL (diagnostic, x-ray and lab) of the plan with the plan paying 90 (ninety) percent and patient paying 10 (ten) percent for Tier I providers, 80 (eighty)/20 (twenty) for Tier II providers, and 70 (seventy)/30 (thirty) for Tier III providers.

DXL costs are applied to the previously stated deductibles and maximum out of pocket limits of Tier I, II, or III.

4. Surgical Benefits. Payment for every known medically acceptable operation considered usual, customary, and reasonable with the plan paying 90 (ninety) percent and patient paying 10 (ten) percent for Tier I providers, 80 (eighty)/20 (twenty) for Tier II providers and 70(seventy)/30

(thirty) for Tier III providers. Surgical costs are applied to the previously stated deductibles and maximum out of pocket limits of Tier I, II, or III.

5. Major medical coverage under Tier I paying 90 (ninety) percent of the expenses, or a maximum of \$2,000,000 (two million) per member per contract year with the previously stated deductibles and maximum out of pocket limits of Tier I, II, or III.
6. Prenatal and postnatal care for normal birth will be paid as a \$100 (one hundred) co-pay per pregnancy for Tier I, Tier II is \$250 co-pay (Deductible does not apply to either tier) and Tier III is 70 (seventy) percent after the deductible has been paid. Complications will be covered under DXL and hospitalization guidelines.
7. Out-patient diagnostic x-rays and lab services to be paid 90 (ninety) percent by the plan and 10 (ten) percent by the employee for Tier I providers, 80 (eighty)/20 (twenty) for Tier II providers and, 70(seventy)/30 (thirty) for Tier III providers after the deductible has been met. DXL costs are applied to the previously stated deductibles and maximum out of pocket limits of Tier I, II, or III except for Tier I Preventative Examination is 100% and the deductible does not apply. Preventative Examination under Tier II is 100% and the deductible does not apply. Preventative Examination is not available under Tier III.
8. Prescription drugs (legend) are covered with the following co-pays: \$5.00 (five) for generic drugs, \$10.00 (ten) for preferred name brand, and \$25.00 (twenty-five) for non-preferred name brands. Covered legend drugs are defined as such by the insurance carrier. Usually they are those drugs which under Federal law, are required to bear the label: "Caution: Federal law prohibits dispensing without prescription."

Injectable insulin, which does not require a prescription, is also a covered drug. There are maximum out-of-pocket expenses of \$500 (five hundred) individual and \$1000 (one thousand) family for prescription drugs. These expenses are not included as part of the deductible of the plan and are not integrated with other health insurance co-payments, deductibles or out of pocket limits.

9. Routine Wellness

- a. Routine physicals/Office Visits with Tier I/II primary care physician: \$10 /\$25 (ten/twenty-five) co-pay per visit. With Tier I/II specialist: \$15/\$25 (fifteen/twenty-five) co-pay per visit. The balance of the Allowed Charge paid at 100%. Deductible does not apply. Tier III does not cover routine physicals and only covers office visits at 70 (seventy) percent after the deductible. Routine wellness includes all preventative screening procedures and immunizations that are considered usual and customary given age, family history, or other risk factors.
- b. Well childcare reimbursed at 100% after the \$10/\$15 (primary care physician/specialist) co-pay for Tier I or the \$25/\$25 co-pay for Tier II as stated above. Tier III Well Child Care reimbursement for primary care physician or specialist is 70% of Allowed Charge for children newborn through 6 years of age. Deductible does not apply. Services under Tier III not covered for children age 7 years and up. Coverage includes reimbursement for routine physical examination as well as developmental assessment, anticipatory guidance, x-rays, immunizations and laboratory services.

The Board shall provide an insurance plan booklet explaining the benefits provided by the district's insurance to all employees. Employees should refer to the insurance plan booklet for more specific explanations of their coverage.

II. Life

A group life policy shall be provided each full time employee in the amount equal to the nearest \$1,000 of annual salary to a maximum of \$40,000 (\$500 and over to next \$1,000).

III. Disability

Each eligible employee shall be covered by long term group disability insurance providing for income protection to age 70. The benefit period shall commence after all accumulated sick leave has been used.

- A. Monthly income benefit shall be 70% of covered monthly compensation, less any payments for that month for which the

employee is eligible under the Federal Social Security act, a Workers' Compensation act or other similar legislation or under any group plan providing benefits for loss of time from employment.

- B. Covered monthly compensation is defined as one-twelfth of annual salary up to the allowable maximum.
- C. Once established the monthly income benefits shall not be further reduced by subsequent increases in Social Security benefits.
- D. Benefits are not provided for disability due to intentionally self-inflicted injury or war or any act of war.
- E. Eligible employees shall qualify for insurance on the first day of employment provided they are less than 64 years and 11 months of age. To be effective, the employee must be actively at work on that date. If not actively at work, the insurance will become effective upon return to active work for a continuous period of at least two weeks. No medical evidence is required.
- F. After completion of the qualifying period, no further qualifying period will be required for subsequent periods of total disability which are due to the same or related injury of sickness and separated by less than three consecutive months of active employment.
- G. The policy will not cover any total disability:
 - a. caused by, contributed to by, or resulting from a pre-existing condition; and
 - b. which begins in the first 12 months after the employee's effective date.

"Pre-existing condition" means a sickness or injury for which the employee has received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the three months prior to the employee's effective date.

If you are:

- a. totally disabled due to a pre-existing condition on the day which is 12 months after the employee's effective date; and
- b. after that day, return to active service for at least five days in a row; and

- c. again become disabled due to the same pre-existing condition; then
- d. this pre-existing condition exclusion shall not apply to the new period of total disability.

IV. Liability

The Board shall secure and pay premiums for a liability policy for employees that shall provide for the legal defense and coverage of liability claims filed against the employee based upon certain work related activities as provided for in the liability policy.

V. Dental

Each regular employee shall have an opportunity to enroll in a group dental insurance program selected by the district. The plan shall include cleaning, x-rays and examination with no deductible. The insurance carrier will pay up to \$1,000 per eligible member per year for covered benefits 1, 2, 3, 4 and 6. The insurance carrier will pay up to \$750 per eligible member per lifetime for covered Benefit 5.

VI. Workers' Compensation

The school district shall provide workers' compensation insurance as required by state law.

VII. Disclaimer

The district's role is limited to the selection of the insurance carrier and the below listed payment of premiums. Any concerns arising from payment of claims is to be handled between the appropriate insurance company and the individual client. In no event will the district be required to act as the insurer in any claim. Furthermore, the parties understand that all details of policy coverage, eligibility and benefits are set forth in the contract between the school district and the respective insurance carriers.

VIII. Coverage

Coverage shall be continuous for full time employees. Eligible new employees will be covered within thirty days after initial employment except that staff beginning work at the start of a school year will be enrolled for medical insurance on October 1. A full time employee, for insurance purposes, is defined as one whose contract or assignment requires that he or she perform three-fourths or more of

normal work load per normal work week for not less than an expected nine months per twelve month period.

IX. Premiums

The district shall pay the full cost of a single premium for medical, life, disability, workers' compensation and liability insurance coverage for all full time employees defined as working 30 or more hours per week. If an employee elects to take family medical coverage, the amount of the single premium will be applied to the cost of a family premium.

For employees hired before July 1, 2008, if an employee can show proof of insurance, the district will pay the employee \$425 in wages in lieu of medical insurance.

The district shall pay the full cost of a single premium of a district sponsored dental insurance plan for full time employees eligible for and enrolled in such a plan consistent with requirements established by the insurance carrier. Any remainder of premium for those employees electing to enroll in a family dental plan shall be paid by the employee through a payroll deduction.

X. Salary Reduction

- A. The District will provide a salary reduction plan, under which it will deduct from employees' monthly wages amounts specified by employees to be applied to:
 - employees' portion of health and major medical insurance premiums;
 - employees' portion of dental insurance premiums;
 - unreimbursed medical expenses; or
 - employees' dependent care expenses.
- B. Employees electing to participate in the salary reduction plan will annually execute an election form specifying the amounts to be deducted from their wages by the district.
- C. The provisions of this section are subject to the provisions, terms and conditions of the salary reduction plan and the district's insurance policies and plans.
- D. The district may select a third party administrator to implement the salary reduction plan.

XI. Part-Time Employees

An employee whose assignment requires that he/she perform not less than 20 hours or more of work per normal work week (half of regular workload for personnel on other than hourly basis) but less than 30 hours or 3/4 time may participate voluntarily in the medical insurance program by paying on a prorated basis the premium differential between hours worked and those of a 3/4 time employee. The prorated payment made by a part-time employee may be paid through the salary reduction plan outlined in Section V of this Article. The District's contribution toward insurance may not be taken as wages by part-time employees, even if the employee has other insurance coverage.

XII. Description and Enrollment

The district shall provide each employee a brochure describing the life, disability, and medical insurance benefits upon request. The district shall be responsible for providing the necessary enrollment forms and information but it shall be the responsibility of the individual employee to assure that he/she is properly enrolled.

ARTICLE XVII WAGES AND SALARIES

I. Schedules

The regular salary schedule for employees is set forth in Appendix B which is attached hereto and made a part hereof. A part time employee will be paid on a prorated basis of the salary of a full time employee.

II. Placement on Salary Schedule

Custodian employees transferring to the maintenance category shall be placed on the next appropriate step resulting in the employee receiving a raise of at least 5% of their previous salary. Employees moving from custodial to maintenance and back to custodial within one contract year shall result in the employee returning to the step in the custodial grouping he/she left prior to the move to the maintenance position.

New employees will normally start at the entry level of the appropriate lane on the salary schedule. The placement of an

employee in a new position will not result in the employee losing money when he/she changes employee groups.

The employee will be placed on the nearest step to their current salary. Exceptions may be made for certain hard to fill positions or in the case of applicants with exceptional qualifications to give credit for prior outside-the-school system, comparable experience.

III. Pay for Temporary Assignment

The Board agrees that when employees are temporarily assigned to positions in a higher classification for ten (10) consecutive work days or 15 days in any 30 day period, that they will be paid at the higher classification until either returning to their old position or while continuing to work in the temporary new position.

IV. Advancement on Salary Schedule

The district reserves the right to withhold a salary increase for unsatisfactory job performance.

V. Pay Dates

Physical plant employees shall be paid twice monthly on the 15th day and the last working day of the month. If the 15th or last working day falls on a holiday or weekend, payment will be made on the last preceding work day.

VI. Probation

New employees will serve a probationary period of 90 calendar days of employment. While on probation, new employees will be paid on an hourly basis. Weekly time reports are to be completed and signed by the employee so that they may be picked up on Friday or Monday.

VII. Longevity

Employees with more than one year of seniority as of July 1 shall receive a longevity pay, based on the schedule in Appendix C. Longevity pay is subject to regular withholding consistent with normal pay deductions. Longevity will be calculated from the employee's date of hire.

VIII. Early Retirement

Eligible employees may participate in the early retirement policy to be determined by the District effective at the beginning of the 2008-2009 school year.

IX. In-District Travel

Employees designated by their immediate supervisor to travel shall be reimbursed at the maximum rate allowed by law, for the use of a private automobile in moving from building to building within the district while in the performance of their assigned duties and for travel between buildings for meetings the employee is required by the district to attend, with the exception of travel to and from work and home.

XVIII FINALITY AND DURATION

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make proposals with respect to the collective bargaining law and the understandings and agreements arrived at by the parties are set forth in this Agreement. An employment relationship between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement.

If any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

The School District and the Union, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate any matter during the term of the Agreement.


The salary schedule and longevity schedule in Appendices B and C of this Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2011.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signature placed thereon, all on the 7th day of May, 2010.

Service Employees International Union
SEIU Local 199


Daryl Lewis, Chapter President


Devin Mehaffey, SEIU Negotiator


Cathy Glasson, Local President


Patti Fields, Board President


Jim Pedersen, District Negotiator

APPENDIX A
GRIEVANCE REPORT

Date Filed _____

IOWA CITY COMMUNITY SCHOOL DISTRICT

Distribution of Form

Building _____

1. Employee

2. Supervisor

Aggrieved Person _____

3. Superintendent

4. Decision Panel

LEVEL II

A. Date Violation Occurred _____

B. Statement of Nature of Grievance _____

C. Specific Sections(s) of Contract Violated _____

D. Remedy Requested _____

Signature _____

Date _____

E. Disposition by Supervisor _____

Signature _____

Date _____

LEVEL III

A. _____
Signature of Aggrieved Person

Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

LEVEL IV

A. _____
Signature of Aggrieved Person

Date submitted to Arbitrator

B. Disposition by Arbitrator _____

Signature _____ Date _____

APPENDIX B

IOWA CITY COMMUNITY SCHOOL DISTRICT
SERVICE EMPLOYEES
2010-2011 SALARY SCHEDULE

CLASS C
Group 1
Custodian

Step	2010-2011
1	\$14.12
2	\$14.52
3	\$14.92
4	\$15.32
Off	\$16.37

Group 2
Night Custodian

Step	2010-2011
1	\$14.37
2	\$14.77
3	\$15.17
4	\$15.57
Off	\$16.17
Off	\$16.62

Group 3
Night Sub Custodian
Head Custodian Elementary
Head Night Custodian Junior High
Food Driver *

Step	2010-2011
1	\$14.87
2	\$15.27
3	\$15.67
4	\$16.07
Off	\$16.37
Off	\$16.72
Off	\$17.02

* Since the Food Driver and the Head Food Driver are funded with food service department dollars, the Director of Food Service should direct the work of those employees and be responsible for all supervisory functions (hiring process, evaluation, discipline, etc.). In the absence of the Director of Food Service, the Director of the Physical Plant/designee will assume those duties.

Group 4
Head Day Custodian Junior High
Head Night Custodian Senior High
Head Custodian Tate High School

Step	2010-2011
1	\$15.37
2	\$15.77
3	\$16.17
4	\$16.57
Off	\$16.87

Group 5
Head Custodian Senior High

Step	2010-2011
1	\$16.32
2	\$16.72
3	\$17.12
4	\$17.52

CLASS S
 Group A
 Assistant 1 – Plumber
 Assistant 1 – Electrician
 Assistant 1 – HVAC Tech
 Assistant 1 – Vehicle Mechanic

Group	2010-2011
A	\$16.52

Group B
 District Mail Carrier
 Day Substitute
 Assistant 2 – Plumber
 Assistant 2 – Electrician Assistant 2 – HVAC Tech
 Assistant 2 – Vehicle Mechanic

Group	2010-2011
B	\$19.87

Group C
 Refuse/Repairman
 Finisher/Painter
 Maintenance
 Warehouseman

Group	2010-2011
C	\$20.97

Group D
 Head Food Driver/Warehouseman
 Painter
 Cabinetmaker
 Journeyman – Plumber
 Journeyman – Electrician
 Fleet Mechanic
 HVAC Tech

Group	2010-2011
D	\$21.57

Group E
Master Electrician
Master Plumber
Master HVAC

Group	2010-2011
E	\$24.47

Group F
Lead Master Electrician
Lead Master Plumber
Lead HVAC/DDC
Lead Maintenance

Group	2010-2011
F	\$25.47

*Does not include asbestos or longevity

APPENDIX C

IOWA CITY COMMUNITY SCHOOL DISTRICT
SERVICE EMPLOYEES
2010-2011 LONGEVITY PAY

Years of Service	Hourly
1	\$.05
2	.10
3	.15
4	.20
5	.25
6	.30
7	.35
8	.40
9	.45
10	.50
11	.55
12	.60
13	.65
14	.70
15	.75
16	.80
17	.85
18	.90
19	.95
20	1.00
21	1.05
22	1.10
23	1.15
24	1.20
25	1.25
26	1.30
27	1.35
28	1.40
29	1.45
30	1.50

The 2010-2011 fiscal work year will contain 2088 hours (261 days).