

AGREEMENT

Between

Linn-Mar Community School District

And

Service Employees International Union
SEIU Local 199
Representing the School District
Service Personnel

Effective July 1, 2009 - June 30, 2011

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LINN-MAR COMMUNITY SCHOOLS

SERVICE PERSONNEL JOB CLASSIFICATIONS

- A. Food Service
Laundry Operator
- B. Mail Delivery
Food Service Driver
- C. Grounds Maintenance
Custodian
- C-1. Athletic/Grounds
- D. General Maintenance Mechanic
- E. Auto Mechanic I
A-V Technician
Skilled Maintenance
- F. Certified Maintenance (certified/licensed in one or more of the following trades: electrical, plumbing, HVAC, refrigeration, mechanic)
Facilities Support Technician

Custodian II will be upgraded from Classification B to Classification C. This upgrade will be accomplished gradually over a three-year period beginning with the 2004-2005 Collective Bargaining Agreement. In the 2008-2009 Agreement, the Classifications of Custodian I and Custodian II will be merged and the new title of Custodian will be placed under Salary Classification C.

2009-2010 SALARY SCHEDULE

Years of Service	A.*	B.	C.	C-1.	D.	E.	F.
0-2	12.75	14.24	14.75	15.03	15.70	16.07	19.50
3-4	13.19	14.75	15.38	15.68	16.33	16.81	20.10
5-9	13.63	15.27	16.02	16.30	16.95	17.57	20.72
10+	14.07	15.76	16.64	16.93	17.57	18.33	21.32
16+	14.51	16.20	17.08	17.37	18.02	18.77	21.76

SUPPLEMENTAL PAY SCHEDULE

- * 1. Responsibility for managing a satellite school will allow an additional \$.25 an hour for employees in this category.
- * 2. Cashiers at the Middle School and Senior High School receive a \$.25 an hour additional for added responsibility.
- * 3. An employee replacing a cashier or manager will receive the cashier or manager bonus from the first day of replacement.
- * 4. The manager of production kitchens will receive an additional \$.65 an hour bonus.
- * 5. An employee replacing a production manager producing 800 meals a day or more will receive an additional \$1.40 an hour bonus from the first day of replacement.
- 6. Lead workers, including those in Food Service, shall receive \$.25 an hour additional pay.
- * 7. No employee shall receive more than one bonus.
- 8. For employees hired after June 30, 2009, the District may pay above the wage rate in Classification F in any area that the District determines is difficult to compete in the labor market. Current employees will not lose any salary.
- 9. Employees who volunteer and are scheduled for on-call will be paid per the following schedule:
 - Winter Months (Oct. – March) \$200/wk
 - Weekend \$40/day
 - Week \$24/day
 - Summer Months (Apr. – Sep.) \$100/wk
 - Weekend \$25/day
 - Week \$10/day

If an employee is required to report to work at the District while scheduled for on-call, mileage will be paid at the District/state rate from the employee's permanent residence to and from work.

PAYROLL SCHEDULE

Employees will be compensated twice a month. The payments will be made on the 5th and the 20th of each month that the employees currently receive their compensation. New employees will receive their first check on the second pay date following their hire date. All overtime and pay deducts will be made on the second pay date of the month unless there is a legitimate reason to make some adjustments to the first payroll. Insurance, TSA's, dues, and all other deductions will be deducted equally out of both payrolls.

The following is the payroll schedule for 2009-2010.

Reporting Period	Pay Date
▣ 07/04/09 - 07/17/09	08/05/09
07/18/09 - 07/31/09	08/20/09
08/01/09 - 08/14/09	09/04/09
08/15/09 - 08/28/09	09/18/09
▣ 08/29/09 - 09/18/09	10/05/09
09/19/09 - 10/02/09	10/20/09
10/03/09 - 10/16/09	11/05/09
10/17/09 - 10/30/09	11/20/09
11/01/09 - 11/13/09	12/04/09
11/14/09 - 11/27/09	12/18/09
11/28/09 - 12/11/09	01/05/10
▣ 12/12/09 - 01/01/10	01/20/10
01/02/10 - 01/15/10	02/05/10
01/16/10 - 01/29/10	02/19/10
01/30/10 - 02/12/10	03/05/10
▣ 02/13/10 - 03/05/10	03/19/10
03/06/10 - 03/19/10	04/05/10
03/20/10 - 04/02/10	04/20/10
04/03/10 - 04/16/10	05/05/10
04/17/10 - 04/30/10	05/20/10
▣ 05/01/10 - 05/21/10	06/04/10
05/22/10 - 06/04/10	06/18/10
06/05/10 - 06/18/10	07/02/10
☼ 06/19/10 - 07/02/10	07/20/10

▣ Represents a three-week pay period.

☼ The days worked from July 1, 2010 through July 2, 2010 will be paid at the new negotiated pay rate for the 2010-2011 school year.

ARTICLE I

RECOGNITION AND DEFINITION

SECTION A

UNIT

The Linn-Mar Community School District hereby recognizes the Linn-Mar Service Employees International Union, SEIU Local 199, as the certified, exclusive bargaining representative for all personnel employed by the school issued by the PERB on July 5, 1978, and amended by Case #1699 on June 10, 1980, and case #3474 on May 18, 1987. This shall include all such personnel on an authorized leave of absence.

The unit described in the above certification is, as follows:

INCLUDED: Custodian (day & night), general maintenance mechanic, laundry operator, mail delivery, grounds maintenance, auto mechanic (I & II), facilities support technician, skilled maintenance, athletic/grounds, all full-time employees of the Linn-Mar School Food Service Division including head baker, head salad, assistant salad, head cook, assistant cook, cashier, managers (for small schools) and drivers.

EXCLUDED: Temporary employees, off-set press operator, director of buildings and grounds, maintenance supervisor, supervisor of custodians, manager of printing department, director of transportation, director of food service, food service production managers and all certified employees, supervisory employees, confidential employees, employees of any other certified bargaining unit, and all other employees excluded by Section IV of the Public Employment Relations Act.

SECTION B

DEFINITIONS

1. The term "school district," as used in this Agreement, shall mean the Linn-Mar Community School, in the County of Linn, State of Iowa, its Board of Directors, or its duly authorized representatives.
2. The term "Union," as used in the Agreement, shall mean the SEIU Local 199, or its duly authorized representatives.
3. The term "employee," as used in this Agreement, shall mean all persons described in the bargaining unit as set forth in Section "A" of this article.

Article I - Recognition and Definition (continued)

4. The term "regular full-time employee," as used in this Agreement, shall mean all persons in the bargaining unit who work 35 or more hours per week and at least 9 months per year.
5. The term "regular part-time employee," as used in this Agreement, shall mean all persons who regularly work less than 35 hours per week and at least 9 months per year. Employees working less than 20 hours per week will not be eligible for employee benefits with the exception of personal sick leave as outlined in 279.40 of the Iowa Code.
6. Temporary employees are hired for short-term employment, usually, but not necessarily, during the summer months of May through September. If an employee hired on a temporary basis continues work beyond the usual temporary assignment, the Union, will be notified. If a temporary employee is hired prior to May or after September, the temporary employee may not displace a current employee from their regularly assigned duties minus extenuating circumstances.

ARTICLE II

HOURS OF WORK

A regular workday shall consist of eight (8) hours, not including the lunch or dinner period, and a regular workweek shall consist of five (5) days, Monday through Friday, and the days of work will be specified at the time of hire.

Employee schedules shall not be varied except for legitimate business reasons. Seven (7) working days notice will be given to an employee who is required to make a permanent or temporary shift change except in emergency and/or unexpected situations as determined by the District.

Employees shall receive two (2) fifteen minute rest periods for each 8-hour day worked, without loss of pay. The schedule for the two (2) rest periods shall be determined by the immediate supervisor or his/her designee. Breaks shall be taken in the immediate area of where the employee is working in the District, or as designated by the supervisor or designee. Employees will take an unpaid 30- or 60-minute lunch break established by the employer to be taken at a pre-designated time each day. It is understood that there will be times when the needs of the employer dictate that the lunch period must be taken at a time other than that specified. It is most desirable for the lunch period to be taken at or near the midpoint of the scheduled shift. It is also understood that for some shifts, the midpoint will not be the best time for either the employee or the employer, and a different time shall be per-determined.

Employee's hours may be modified by the District due to inclement weather or emergency situations. Any employee who reports to work prior to the District's decision to modify work hours will be paid for all hours worked, but in no instance will an employee be paid for less than two hours. In these circumstances, where an employee's hours are modified by the District due to inclement weather or emergency situations, employees may use accrued compensatory time, vacation or personal leave to maintain their regularly scheduled weekly hours. If desired, employees may opt to take this time without pay.

When there is a power shutdown, the District may utilize staff to work in other buildings unaffected by the power shutdown before directing them to use accrued compensatory time, vacation, or personal leave to maintain their regularly schedule weekly hours or giving them the option to take this time without pay.

ARTICLE III

ILLNESS

Employees may be requested to provide such reasonable evidence as may be desired by the Superintendent or designee confirming the necessity for such leave of absence. In cases involving Workers' Compensation, no individual shall receive more in payment during a period of disability than his/her current salary.

FULL-TIME PERSONNEL shall be granted sick leave for personal illness with full pay on the following basis:

- | | |
|---|---------|
| a) The first year of employment | 10 days |
| b) The second year of employment | 11 days |
| c) The third year of employment | 12 days |
| d) The fourth year of employment | 13 days |
| e) The fifth year of employment | 14 days |
| f) The sixth year of employment and
each subsequent year of employment | 15 days |

Unused sick leave may be accumulated to a maximum of one hundred twenty five (125) days.

PART-TIME PERSONNEL working a minimum of 20 hours per week shall be granted sick leave on a pro-rated basis. For example, an employee working 20 hours per week shall be granted 50% of the full-time sick leave benefits.

PART-TIME PERSONNEL working less than 20 hours per week shall be granted sick leave without loss of salary according to the following schedule:

First year of employment	10 days (prorated)
Second year of employment	11 days (prorated)
Third year of employment	12 days (prorated)
Fourth year of employment	13 days (prorated)
Fifth year of employment	14 days (prorated)
Sixth year of employment and each subsequent year:	15 days (prorated)

Sick leave days are prorated throughout the year. Unused sick leave may be accumulated to a maximum of ninety (90) days.

IMMEDIATE FAMILY ILLNESS

Personnel shall be granted leave of absence at full pay for illness in the immediate family (spouse, children, parent) not to exceed 3 days per year. This leave does not accumulate. If additional days are needed, they will be deducted from personal sick leave. Leave days for part-time will be paid at the employee's regular rate.

FAMILY AND MEDICAL LEAVE ACT

The provisions of the Family and Medical Leave Act of 1993 (Board policy 403.7) shall be granted to a Linn-Mar employee.

ARTICLE IV

PERSONAL LEAVE

Two days of personal leave may be granted personnel for reasons other than illness. These days shall not be allowed on the day prior to or after a school holiday or school vacation, or an in-service day, or personal vacation, or the first or last day of school, except in cases of legitimate personal business as judged by the Administration.

Requests for personal leave shall be submitted in writing four (4) working days in advance except in case of an emergency. Requests shall be acted upon in writing by the Superintendent or designee within two (2) working days. Such leave does not accumulate.

PROFESSIONAL DEVELOPMENT LEAVE

An employee may submit a written request to the Human Resources Director to attend District sponsored committees and/or job related District activities without loss of pay. Such leave, if approved, may not create overtime and/or a hardship to the District. For purposes of this Article, the District reserves the right to limit the number of employees on each committee and/or the number of employees in attendance at District relevant activities.

ARTICLE V

FUNERAL LEAVE

Personnel shall be granted a leave of absence at full pay in case of death in the immediate family (husband, wife, son, daughter) at the rate of five days per death. For father, mother, brother, sister, father-in-law, mother-in-law and up to five (5) days will be allowed when necessary.

In case of death of other relatives, up to two days (2) of absence with full pay may be granted when necessary.

It is conceivable that the death of some person other than those indicated above may warrant the same or similar treatment as those listed for one of the above categories. Such cases will be considered on an individual basis by the Superintendent or designee.

Payment for funeral leave will be prorated for part-time personnel. No death leave is accumulative. Personnel may choose to use less than all of the funeral leave that they would be entitled to under the provisions of this article.

ARTICLE VI

JURY DUTY

When called to serve on Jury Duty, employees will be paid their normal wages in exchange for turning over to the District, any payment issued by the Court. Second and third shift employees will be temporarily placed on day shift while serving Jury Duty. On any given day, while serving on Jury Duty, if an employee is either excused or let out early they will be required to report back to work and finish out the remaining time left during their assigned day shift.

ARTICLE VII

GROUP INSURANCE

1. All employees are required to have a physical examination and tuberculin screen for initial employment and at the District's designated provider. The cost of the examination/screen is paid by the District.
2. A Level 1 Salary Reduction Plan shall be available for all full-time employees. The plan shall require employees to elect single or family health insurance, including DXL. The District's contribution shall be **\$328.00** per month for each full-time employee who takes at least the equivalent to the cost of the lowest insurance plan offered. Any premium in excess of that amount shall be paid through salary reduction. (The premium conversion feature of the plan shall permit an employee to convert insurance contributions from after tax payroll deduction to pre-tax salary reduction.) A benefit specification form will be required from each employee. Employees choosing Insurance Group shall sign documents holding the Linn-Mar District harmless in the event of unpaid medical losses. Coverage periods and dates of premium payments necessary for such coverage shall be determined by the insurance carrier.

The District will contribute, on a semi-monthly basis, **\$140.00** for those employees who do not take the District offered health insurance.

3. Provide \$45,000 term life insurance for full-time personnel.
4. Provide each full-time employee with a long-term disability insurance program with terms and conditions for coverage specified by the carrier.
5. In the event an employee does not have accumulated sick leave in an amount sufficient to extend through the one hundred twentieth day of disability, the Board would make disability payments at the rate as defined by the carrier beginning on the thirty-first day of disability, up to and including the one hundred twentieth day, at which time (on the one hundred twenty-first day) the employee would be covered subject to the terms of coverage as defined by the carrier.

The District shall not be liable for payment beyond the one hundred twentieth day of a disability. The definition of what constitutes a "disability" shall be that used by the insurance carrier. Those employees having sufficient accumulated sick leave to extend through the one hundred twentieth day, would be subject to coverage as defined by the carrier. However, in no event would the total sick leave pay and disability pay exceed the employee's contracted salary daily rate.

6. The District shall offer a full single dental insurance plan to all full time employees.

ARTICLE VIII

PAID HOLIDAYS AND HOLIDAY PAY AND VACATION SCHEDULE

PAID HOLIDAYS

- | | |
|--|--|
| + Labor Day | + New Year's Eve Day |
| + Thanksgiving Day and the
Friday following | + New Year's Day |
| + Christmas Eve Day | * Good Friday / Friday of Spring Break
if Good Friday is a scheduled school day |
| + Christmas Day | + Memorial Day |
| | * Fourth of July |
| * Maintenance Personnel Only | |
| + Maintenance and Food Service Personnel | |

HOLIDAY PAY

To be eligible for holiday pay, an employee must:

- a. have been employed at least thirty (30) calendar days prior to the holiday.
- b. work the scheduled day before and the schedule day after the holiday.

This condition shall not prevent payment of holiday pay to an employee who has worked for the District at any time within thirty (30) calendar days prior to the holiday, and who is absent on either, or both, such workdays due to confinement in a hospital, death in family, jury duty, verified personal illness or is on regularly scheduled vacation.

All hours worked on a holiday, which are unscheduled, shall be compensated at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay. In addition, the employee shall receive holiday pay for the day as outlined in this section.

All hours worked on a holiday, for a scheduled event by a non-Linn-Mar affiliated organization, shall be compensated at the rate of 3.5 times the employee's regular hourly rate.

VACATIONS - FULL-TIME*** PERSONNEL - 12 MONTH PERSONNEL ONLY

<u>Years of Employment</u>	<u>Days of Vacation</u>
1-5	10
6	11
7	12
8	13
9	14
10	15
15 or more years	20

*** To qualify for full-time employment, an employee must work a minimum of 35 hours per week. Part-time personnel (20+ hours per week) will receive 5 days of vacation following their first year, regardless of total years of employment. Pay for vacation days will be at the employee's regular rate.

GUIDELINES REGARDING VACATION

Requests for use of vacation time shall be submitted in writing ten (10) days in advance. Requests shall be acted upon in writing by the Superintendent or designee within five (5) working days.

Vacation time is earned during a period of service of twelve months duration. For employees hired at a date other than July 1, a separate schedule exists for determining vacation days earned for less than twelve months (see memo "Pro-rated Vacation Schedule").

The normal time for taking earned vacation is considered to be the twelve-month period following the time it is earned. The first one-half of vacation can be taken as early as ten months after the employment period begins. (For purposes of this Article, the "employment period" shall mean the beginning of the fiscal year, July 1.) To avoid pressure on the other end of the time frame, vacation days may be used as late as sixteen months after they are earned.

Upon the beginning of the seventeenth month after the end of the year in which vacation is earned, it is dropped from the record if it is not used. In extenuating circumstances an employee may request to carry over no more than 3 days for up to an additional 2 months. This request will be submitted in writing to the Human Resources Director and may or may not be approved.

During the month of October only, if the District determines that a custodial substitute is needed, an employee with unused vacation may elect not to take the vacation and, under those circumstances only, will be paid at the rate of pay that the employee's substitute would have been paid if the employee had taken vacation. This paragraph applies only when an employee substitutes in his/her regular assignment, and not for any other employee.

This provision shall not be construed to require the employer to pay overtime in the circumstances described in this paragraph.

While there will be a six-month period when an employee may have access to vacation time from two different years, typically vacation time would not be taken back-to-back for a prolonged period to the detriment of the work to be done. Vacation will be granted by the supervisor at the employee's request, if the granting of such request does not interfere with District operations.

Employees have the responsibility to use vacation prior to separation. The supervisor may extend employment at his/her discretion in order to complete needed work.

PERIOD OF SERVICE:

July	May	July	July	November
2009		2010	2011	

PERIOD OF VACATION TIME:

One-Half	Deadline For Use
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PRO-RATED VACATION SCHEDULE

NEW CLASSIFIED EMPLOYEES

First-year classified employees of the Linn-Mar Community School District, who are eligible for vacation, shall earn said vacation at the following rate:

<u>EMPLOYEE STARTING DATE</u>		<u>NO. OF DAY VACATION EARNED AS OF JULY 1, 2010</u>
July	2009	10
August	2009	9
September	2009	8
October	2009	7
November	2009	6
December	2009	5
January	2010	4
February	2010	3
March	2010	2
April	2010	1
May	2010	0
June	2010	0

Employees who do not complete one year of service with Linn-Mar are eligible for earned vacation (after the 1st of July following the hiring date) but not pay in lieu of vacation.

ARTICLE IX

REDUCTION IN FORCE

The District may determine that it is necessary to reduce the number of employees. In the event of a reduction, the affected employee(s) will be notified at least fourteen (14) days prior to the effective date of such reduction.

Reduction in the number of employees will be determined by Administration based on seniority, as defined by Article XIV, within an employees' classification, as determined by the job classifications section of this agreement.

If an opening occurs in the classification affected by the reduction within six (6) months of the date of the reduction, those employees will be given consideration for recall based on seniority, with the most senior employee in layoff or reduction status getting the first opportunity to fill the opening if able to perform the duties of the position.

An employee, who fails to return to work, if recalled, within five (5) working days after being notified by certified mail to the employee's last known address shall lose his/her status as an employee.

ARTICLE X

EVALUATION

A. EVALUATION

Each employee shall receive a written evaluation at the end of the probationary period (60 working days) and annually thereafter. The evaluation shall be completed by the employee's immediate supervisor or designee and reviewed by the Director.

An employee's evaluation shall be discussed with the employee and the employee shall have the right to make written comments thereon. The signing of the evaluation report does not signify agreement with the report, but only that the employee has seen the report and it has been discussed with the employee.

A copy of the evaluation shall be given to the employee. Documents may be placed in the employee's personnel file only upon notice to the employee.

B. EMPLOYEE NOT DOING A SATISFACTORY JOB

An employee may be placed on probation up to sixty (60) working days, by the Director at any time for unsatisfactory performance, providing a conference has been held with that employee and reasons for the dissatisfaction have been given in writing prior to the employee being placed on probation. If requested by the employee, a member of the Service Personnel Executive Council may be present.

Following the probationary period a conference will be held by the Director with the employee to determine whether performance has improved to satisfaction.

If performance is still unsatisfactory, written notification must be given by the Director to the employee and to the Executive Director of Human Resources within five (5) working days following the conference.

Within ten (10) working days of receiving such written notification, the Human Resources Director will schedule a meeting with the employee and the Director to determine what further action is to be taken. Some of the alternatives that may be considered are:

1. Extending probationary period;
2. Holding on salary step for the next year;
3. Dismissal from the position.

Within ten (10) working days of the meeting, the employee will be notified of any action to be taken.

D. PERSONNEL FILE

Employees shall be entitled to review his/her personnel file, upon request and in the presence of the Support Services Director or the Director of Food Service or their designee. The district shall be entitled to reimbursement of the actual cost of copying the personnel file.

- E. All employees whom the District wishes to retain during the upcoming school year shall receive notification of their continued employment with the District for the upcoming school year no later than June 15th of the preceding school year. Provided, however, this notification from the District does not change the status of the employee as an employee at will.

ARTICLE XI

GRIEVANCE PROCEDURE

The grievance procedure established herein shall be used for the purpose of orderly negotiation between the parties concerning all claims or disputes contained in this agreement, subject to collective bargaining between the parties, during the term of this Agreement.

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

Step One Within (5) working days after the occurrence or knowledge of the situation, condition, or action of management giving rise to the grievance, the aggrieved shall make it known in writing to the Support Services Director/Director of Food Service.

Within five (5) days, the Director may call a meeting of the parties involved, and shall sit down to discuss the situation in a location away from a stream of traffic and routine place of work. The aggrieved shall clearly state that he/she is pursuing settlement of a grievance. One member of the Executive Council may be present, at all stages.

After the Director has been properly and thoroughly informed of the grievance, he/she will have (5) working days to respond to the grievance.

Step Two If the grievance is not resolved within (5) working days after informing the Director at the Step I meeting, the aggrieved may present a written grievance to the Business Administrator or his/her designee.

The Business Administrator shall then have (5) five working days to render a decision in writing to the grievant.

Step Three If the grievance is not resolved satisfactory at Step II, it shall be reviewed by the Union to determine if there shall be a third step of impartial binding arbitration.

If a demand for arbitration is not filed within twenty (20) working days of the Step II reply then the grievance will be deemed settled on the basis of the Step II answer. Grievances which have been proceeded through Step II of this procedure and only such grievances shall be submitted to arbitration as provided below:

The Union shall submit, in writing, a request to enter into such arbitration. The arbitration proceedings shall be conducted by the arbitrator to be selected by the two parties within five (5) working days said notice is given. If the two parties fail to reach agreement on an arbitrator within five (5) working days,

the Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators. This request shall be in the form of a written communication from the grievant or the Union which shall serve as a joint request. The parties shall determine by coin toss which party shall have the right to remove the first name shall do so within two (2) working days and the other party shall have one (1) additional working day to remove one of the remaining names. Each party shall alternately strike one name. The person whose name remains shall be the arbitrator.

The decision of the arbitrator shall be submitted in writing within twenty (20) working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this agreement to the settlement of grievances arising hereunder.

The cost for the services of the arbitrator, including per diem expenses if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Union. Any other expenses incurred shall be paid by the party incurring the same.

GRIEVANCE REPORT

Certified Employee Unit

Date Filed

Name of Grievant

Number

Building and Department

Distribution of Form:

- 1. Certified Employee Unit
- 2. Employee
- 3. Appropriate Supervisor
- 4. Business Administrator

STEP I

A. Date Violation Occurred _____

B. Date Level I Meeting Held _____

C. Parties Present at Level I Meeting _____

D. Section(s) of Agreement Violated _____

E. Statement of Grievance _____

F. Relief Sought _____

Signature

Date

G. Disposition by Immediate Supervisor _____

Signature of Immediate Supervisor

Date

H. Disposition Accepted _____ Rejected _____ Comments: _____

Signature

Date

ARTICLE XII

JOB POSTING AND BIDDING

All full-time open jobs will be posted for bids throughout District facilities for a period of three (3) working days. Employees on summer break who wish to receive notice of job openings or vacancies must submit notice of this interest in writing to the Support Services Director. Employees who submit their indication of interest in writing will be called at the home telephone number provided when postings come open. The posting will include the job title, shift assignment, length of work year, and hours. Qualifications and rate of pay are available through the Support Services Director or Director of Food Service or their designee. The employer maintains the sole right to prescribe the qualifications necessary for each posted open job and selection will be on the basis of seniority when applicants are determined by the District to be qualified for the position. All posted vacancies will be filled within thirty (30) days of posting if there is a qualified bidder.

An employee who bids to a posted job and fails to perform that job or to show potential for qualifying within the training period which shall be sixty (60) working days, shall be disqualified from that job. A disqualified employee shall be placed on any open job, most recently held by that employee, provided that employee is qualified to perform the job. If no such job exists, the disqualified employee shall be placed on any open job where the District believes that employee can qualify. If no such job exists, the disqualified employee will be terminated.

An employee who qualified for and is awarded a posted job with a higher rate of pay shall be moved across the pay schedule to a rate of pay which is equal to, or greater than, the rate of pay from which they are leaving.

An employee who qualified for and is awarded a posted job with a lower rate of pay shall be moved to a pay which corresponds with that employee's year of service in the certified bargaining unit.

A full-time employee who qualified for and is awarded a posted job shall not bid more than two (2) times in a 12 month period. The 12 month period begins on the date that the employee is assigned to the first (of two) posted positions. An employee who is on second shift may bid to a 1st shift position even if the employee has already utilized two second shift bids within the same 12 month period as defined above. For purposes of this Article, positions with a starting time from 6 AM to 1 PM shall be considered first shift positions. Positions with a starting time after 1 PM shall be considered second shift positions.

ARTICLE XIII

OVERTIME

A. ASSIGNMENT OF OVERTIME

The District will select employees to work overtime, when required. If there is a need for only one employee, the overtime will be offered to the staff in the building in order of seniority within job classification. If no one accepts the overtime, the least senior qualified employee in the building must accept the overtime or be counted absent. If more than one employee is needed for overtime, the first employee must be from the building. The additional employees needed to work overtime will be offered to the staff in the building in order of seniority, within job classification, starting with the most senior qualified employee. If the employees in the building decline the overtime, it shall be offered to other qualified employees in the order of their seniority within job classification who are on the district list of employees interested in obtaining overtime assignments. If no one else accepts the overtime, the least senior qualified employee in the bargaining group must accept the overtime or be counted absent. Provided, however, no employee will be required to work more than twelve (12) consecutive hours. The provisions of this section do not apply to an emergency situation. Notwithstanding any other provisions in the paragraph, the employee taking the overtime hours must have the experience or qualifications to complete the task requiring the overtime hours.

No employee may report back to work with less than an eight (8) hour rest period after the end of their regular shift or an extended hours shift.

B. NOTIFICATION

For scheduled activities, the District will notify employees at least five (5) working days in advance of any overtime assignment except in emergency and/or unexpected situations as determined by the District. Employees shall be paid at a rate of time and one-half of their base rate for hours worked in excess of forty (40) in any single work week or hours worked and authorized leave time totaling forty (40) or more hours in any single work week.

If an employee is required to work on a regularly scheduled day off, hours worked on that day will be paid as overtime as long as the employee works his/her regularly scheduled hours in the same workweek.

C. REPORTING PAY

Employees called in by his/her appropriate supervisor to work after his/her regular shift will be paid two (2) hours at his/her base rate times one and one-half (1 1/2) times. Employees when called in to work under this provision shall work no less than two (2) hours.

D. COMPENSATORY TIME

The District shall have the option of paying employees who work overtime (over forty hours per week) at the rate of 1.5 hours for every overtime hour worked or providing compensatory time at the rate of 1.5 hours for every overtime hour worked. Compensatory time may be accumulated to a maximum of 240 hours (160 hours worked). Employees are encouraged to use compensatory time within the same period it is earned, if possible, and if District operations will not be disrupted. Requests for compensatory time shall be submitted in writing five (5) working days in advance. Requests shall be acted upon in writing by the Superintendent or designee within two (2) working days. Accumulated compensatory time may be carried over from one year to the next.

ARTICLE XIV

SENIORITY

A. SENIORITY

Seniority means a regular full-time employee's length of service in the union since his/her last date of hire. Seniority for regular part-time employees shall be prorated depending on the percentage of their time to full-time. An employee shall keep existing, and continue to accumulate seniority if they bid into a different job classification represented by the Union.

B. PROBATION

A new employee shall serve a probationary period of (60) sixty working days upon completion of the probationary period, he/she shall be put on seniority list and his/her seniority shall be determined from his/her last date of hire. Probationary employees may be terminated for any reason without recourse to any procedures in this Agreement.

C. POSTING

In December, the employer shall post on appropriate bulletin board a seniority list showing job classifications and the continuous service of each employee. A copy of the seniority list shall be sent to the Union when it is posted.

Protest of, errors in, or omissions from such list must be made to the employer within ten (10) days from the date of the furnishing of such lists and revisions thereof. If no protests are made within the ten (10) day period, the list will be considered accurate and no further appeal or grievance will be permitted.

D. BREAKS IN SERVICE

An employee's seniority record shall be broken by voluntary resignation, discharge, reduction in force and retirement. Should an employee laid off return to work within one year, the seniority will pick up from the date of his/her return. Seniority rights will be forfeited if the continuous period of layoff exceeds one year. An employee who is absent from work for three consecutive days without notification for valid reason to the Employer will be considered having resigned.

Should an employee leave any job classification represented by the Union to take another position in the District, the employee's seniority in the union will be frozen.

ARTICLE XV

DUES DEDUCTION

Upon receipt of a lawfully executed, written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice, the Board agrees to deduct the regular monthly Union dues of such employees from his/her pay and remit such deductions by the fifth (5th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Board in writing of the exact amount of such regular membership dues to be deducted. The Board shall deduct the monthly dues of each employee from his/her salary each month. Requests for dues deductions shall continue until revoked by the employee.

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders or judgments brought or issued against the Board as a result of any action taken or not taken by the Board under the provision of this article.

ARTICLE XVI

HEALTH AND SAFETY

The District will exert every reasonable effort to provide and maintain working conditions, supplies, and equipment of a safe nature for the employees. The Union will cooperate to that end and will encourage all employees in the course of performing their regularly-assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions, and to report any such unsafe and/or unhealthy practices and conditions to their immediate supervisors.

It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others.

In the event of accident or injury, the employee shall complete and submit a report to the Office of Human Resources within forty-eight (48) hours unless the employee is hospitalized. In the case of hospitalization, the employee shall complete and submit a report to the Office of Human Resources within two (2) working days after discharge. Also, the employee shall inform the immediate supervisor of any injury or accident.

ARTICLE XVII

COMPLIANCE CLAUSES AND DURATION

A. SEVERABILITY

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

B. FINALITY

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude the parties from proposing the negotiation of any item for the purpose of such amendment.


C. TERM

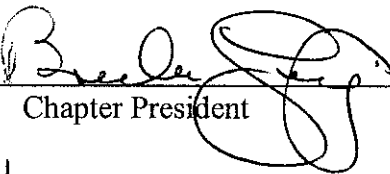
This agreement shall become effective as of July 1, 2009, and shall be in force and effect through June 30, 2011. Wages and insurance only will be bargained for the 2010-2011 contract year.

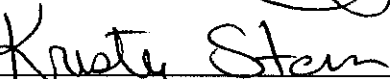
D. SIGNATURE CLAUSES

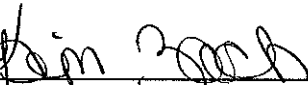
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereof, all on the _____ day of _____, 2009.


SEIU LOCAL 199

By 
President, SEIU Local 199


By 
Chapter President

By 
Negotiating Team Member


By 
Negotiating Team Member

By 
Negotiating Team Member

By 
Negotiating Team Member

By 
Negotiating Team Member

By 
Negotiating Team Member

By 
Negotiating Team Member

LINN-MAR COMMUNITY SCHOOL DISTRICT

in the county of Linn, State of Iowa

By _____
Superintendent

By _____
Chief Negotiator

ARTICLE XVIII

SHORT-TERM UNION LEAVE

For purposes of a Union representative attending local, state or national union meetings, the District will provide a combined total of no more than five (5) days leave for up to two representatives without loss of pay. If a sub is required the union will subsidize 50% of the sub's pay.

MEMORANDA OF AGREEMENT

LINN-MAR BOARD OF DIRECTORS

LINN-MAR SERVICE PERSONNEL UNION

The following pages represent memoranda of agreement reached during negotiations between the Linn-Mar Board of Directors and the Linn-Mar Service Personnel Union.

These agreements are outside the negotiated master agreement, and are not subject to the grievance procedure.

SUBJECT: IMPASSE PROCEDURE

The Impasse Procedure shown herein was negotiated by the parties for the 1979-1980 contract year, and is to remain in effect for subsequent years unless either party requests that it be renegotiated.

IMPASSE PROCEDURE

1. In the event the District and the Union shall at any time reach an impasse (impasse shall mean the failure to reach an agreement in the course of negotiations), or if agreement has not been reached 120 calendar days before the District's budget certification date, either party may declare an impasse exists on the specifically defined impasse items. Both parties will send official notification of the impasse to the Public Employment Relations Board (PERB). That official notification shall include the expected date when mediation will begin. Nothing in the following impasse procedure shall preclude either party from presenting, in the interest of reaching agreement, a proposal at any state in the proceeding.

MEDIATION

1. At the time the official notification of impasse is transmitted to the PERB, a request shall be made to the Federal Mediation and Conciliation Service to designate mediator. If a mediator from this source is not available within five (5) days after the request is made, either party may request the PERB to appoint a mediator. Copies of this request shall be transmitted to the other party. Both parties shall continue bargaining until a mediator is appointed.
2. It shall be the function of the mediator to bring the parties together to effect a settlement of the dispute. The mediator may not compel the parties to agree, and shall have the right to direct the parties to continue negotiations on any of the impasse items.

IMPASSE PROCEDURE (continued)

3. The mediator shall make no public statements on the negotiation issues or public statement of findings of fact in connection with the performance of his service, nor any public statements evaluating the relative merits of the positions of the parties except by mutual agreement of the parties.

ARBITRATION

1. If an impasse persists sixty (60) days after a mediator has initially met with the parties, the parties may continue to negotiate or, either party may call for final offer arbitration which shall be binding. The request for arbitration shall be in writing and a copy of the request shall be served to the other party and to the PERB.
2. The parties shall attempt to agree upon a single arbitrator. If agreement on the arbitrator is not reached within three (3) days after the call for final offer arbitration, either party may request a list of five arbitrators from the PERB. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) calendar days and by alternate turns each the parties shall remove additional names. Each party shall be allowed one day to remove each name. The person whose name remains on the list shall be the arbitrator.
3. The Board and Union shall submit to the arbitrator within four (4) days of notification by the arbitrator, a final offer on each specific impasse item. Each party shall also submit a copy of a draft of the proposed collective bargaining agreement to the extent to which agreement has been reached. The parties may continue to negotiate all offers until an agreement is reached or a decision rendered by the arbitrator. Should the parties reach agreement on an impasse item they shall immediately report their agreement to the arbitrator. The arbitrator shall add the agreed upon terms to the collective bargaining contract and shall no longer consider the final offers of the parties on that impasse item.
4. The arbitrator shall at no time engage in an effort to mediate or otherwise settle the dispute in any manner other than that prescribed in this section.

From the time of appointment until such time as the arbitrator makes a final determination, there shall be no discussion by the arbitrator concerning recommendations for settlement of the dispute with any parties other than those who are direct parties to the dispute. The arbitrator may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses and the production of records to assist in making a decision or settlement.

5. The arbitrator shall consider, in addition to other relevant factors, the following:
 - A. Past agreements between the parties including the negotiations that led up to such agreements:

IMPASSE PROCEDURE (continued)

- B. Comparisons of wages, hours and conditions of employment of the involved employees with those of other employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
 - C. The interest and welfare of the public, and the ability of the employer to finance economics adjustments, and the effect of such adjustments on the normal standard of service;
 - D. The power of the public employer to levy taxes and appropriate funds for the conduct of its operation.
6. Within fifteen (15) days after the first meeting, the arbitrator shall select the most reasonable offer, in his judgement, of the final offers on each impasse item submitted by the parties. The arbitrator shall give written explanation for the selection of offers and inform the parties of the decision. The selection by the arbitrator and the items previously agreed upon by the Board and the Union shall be deemed to be the collective bargaining agreement between the parties.

COSTS

All costs for mediation, fact-finding, and arbitration shall be borne equally by the District and the Union, except the cost of any representatives of each party shall be borne by that party.

MEMORANDUM OF AGREEMENT

SUBJECT: UNION RIGHTS

1. Use of Facilities

The Union shall have the right to hold a reasonable number of meetings on school district property, which will include an annual contract ratification meeting, immediately before or immediately after day shift change, providing such meetings in no way interfere with any aspect of district operations. All such meetings must have prior approval of the Director of Buildings and Grounds or designee. Any out-of-pocket expenses to the District resulting from such meetings will be borne by the Union.

2. Communications

The Union shall have the right to post notices, approved and initialed by the Director of Buildings and Grounds or designee, of activities and matters of Association concern on employee bulletin boards, in areas designed for employee use such as employee lounges, but not in areas open to the public or students. The Union may use the district employee mailboxes for communications to employees for a reasonable volume of communications to employees.

3. Access to Members

Duly authorized representatives of the Union, so designated on a list provided to the Business Administrator and the Director of Buildings and Grounds at the beginning of each school year, shall be permitted to transact official Union business during working hours if the nature of the business and the amount of time anticipated for such business is made known to the Director of Building and Grounds or designee. This business shall not interfere with or interrupt normal school operations.

4. Information

The Union shall be furnished on request, regularly and routinely prepared information concerning the financial condition of the school district, including the annual financial report. In addition, the Board and the Administration will grant reasonable requests for other readily available public information which shall be relevant to negotiations and/or the processing of a grievance. Nothing herein shall require the administrative staff to research and assemble information. A copy of the District working budget will be forwarded to the Union chairperson after it is printed.

5. Discipline

An employee may not be discharged, suspended without pay, or otherwise disciplined except for just cause.