

AGREEMENT

Between

Linn-Mar Community School District

And

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

Effective July 1, 2015 – June 30, 2017

LINN-MAR COMMUNITY SCHOOLS

SERVICE PERSONNEL JOB CLASSIFICATIONS

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

## PAYROLL SCHEDULE

PERIOD START DATE	PERIOD END DATE	PAY DATE	# of Days between End & Pay dates		
5/30/15	6/12/15	7/3/15	21		6/29/2015
6/13/15	6/30/15	7/20/15	20		7/14/2015
** 7/1/15	7/17/15	8/5/15	19		7/30/2015
7/18/15	7/31/15	8/20/15	20		8/13/2015
8/1/15	8/14/15	9/4/15	21		8/30/2015
8/15/15	8/28/15	9/18/15	21		9/13/2015
* 8/29/15	9/18/15	10/5/15	17		9/30/2015
9/19/15	10/2/15	10/20/15	18		10/11/2015
10/3/15	10/16/15	11/5/15	20		10/30/2015
10/17/15	10/30/15	11/20/15	21		11/13/2015
10/31/15	11/13/15	12/4/15	21		11/25/2015
11/14/15	11/27/15	12/18/15	21		12/13/2015
11/28/15	12/11/15	1/5/16	25		12/23/2015
* 12/12/15	1/1/16	1/20/16	19	Christmas Break hrs	1/13/2016
1/2/16	1/15/16	2/5/16	21		1/30/2016
1/16/16	1/29/16	2/19/16	21		2/13/2016
1/30/16	2/12/16	3/4/16	21		2/28/2016
2/13/16	2/26/16	3/18/16	21		3/13/2016
2/27/16	3/11/16	4/5/16	25		3/31/2016
* 3/12/16	4/1/16	4/20/16	19	Spring Break hrs	4/14/2016
4/2/16	4/15/16	5/5/16	20		4/30/2016
* 4/16/16	5/6/16	5/20/16	14		5/13/2016
5/7/16	5/20/16	6/3/16	14		5/30/2016
5/21/16	6/3/16	6/20/16	17		6/13/2016
6/4/16	6/17/16	7/5/16	18		6/30/2016
6/18/16	6/30/16	7/20/16	20		7/14/2016

\*\* 2 1/2-week Pay Period

\* 3-week Pay Period

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 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<br>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<br>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.

## 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 eligible full-time employees. The plan shall require employees to elect single or family health insurance, including DXL. The District's contribution shall be **\$433.00** per month for each eligible full-time employee who takes at least the equivalent to the cost of the lowest insurance plan offered. Any remaining monies after paying the premium will remain in their gross wages. 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.
3. Provide \$50,000 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

shall be compensated at the rate of 3.5 times the employee's regular hourly rate.

### VACATIONS -- 12 MONTH PERSONNEL ONLY

#### New Employees

For the purpose of figuring vacation days, new employees will be entitled to 3 days vacation following a 90 day probationary period and will then accrue one day each month worked for up to seven additional days through June 30 in the first year of employment.

#### Current Employees

<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

### 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.

Following the initial employment year, vacation time is earned during a period of service of twelve months duration. Any vacation days not used by June 30 may be carried over until no later than August 31. After August 31, any days remaining from the previous year will be forfeited.

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.

While there will be a two month period (July-August) 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."

If the District requests an employee to work on a day which had previously been approved as a vacation day, the employee may work that day and will be paid at the rate of pay that the employee's substitute would have been paid if the employee had taken vacation in addition to their regular rate of pay for each vacation day they work as a substitute.

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.

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.



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.

STEP II

A. \_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date Received  
by Human Resources

B. Disposition by Human Resources \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Human Resources Signature

\_\_\_\_\_  
Date

C. Disposition Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 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 full-time 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 full-time 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) total hours unless upon mutual agreement. 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 from the end of their overtime.

#### 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.

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 XVII

### SHORT-TERM UNION LEAVE

For the purpose of all employees attending local, state or national union meetings, the District will provide a combined total of no more than forty (40) hours of leave without loss of pay. If a sub is required the union will subsidize 50% of the sub's pay.

## ARTICLE XVIII

### 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, 2015, and shall be in force and effect through June 30, 2017. Wages and insurance only will be bargained for the 2016/2017 contract year.

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.

MEMORANDUM OF AGREEMENT

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.

- 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.

#### IMPASSE PROCEDURE

- 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.