

## AGREEMENT

This Agreement is entered into between the Spencer Community School District (hereafter called the "Employer") and the United Electrical, Radio and Machine Workers of America UE Local 821 (hereafter called the "Union").

### UNION RECOGNITION and UNION SECURITY

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time secretaries, media associates, teacher associates, library associates, supplemental aides, cooks, custodians, and bus drivers, except for supervisory and confidential employees, certified teaching staff, and employees excluded under the Act, including, but not limited to, central office support staff, director and assistant director of buildings and grounds and maintenance personnel, director of transportation, and director of food service.

2. Dues Deduction

During the term of this Agreement, the Employer agrees to deduct regular union dues on a monthly basis when the employee works at least ten (10) working days in a month, provided that the Union notifies the employer in writing of the dues amount and/or any changes thereafter in accordance with a check-off authorization form in conformity with PERB regulations.

3. Dues check-off authorization must be submitted to the employee payroll department not less than five (5) days prior to the first payroll from which dues will be deducted, excluding the date of payroll.

4. Dues Remission and Report

The Employer shall remit the amount of dues so deducted within five (5) days after the last payroll date of each month to the financial secretary treasurer of UE Local 821, along with the report listing the names of all individuals from whom it deducted dues.

5. Indemnification

The Union will indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the employer for the purpose of complying with the provisions of this Article.

6. Facilities and Equipment Usage

The Union shall have the right to hold meetings on school district property, in accordance with the district's current policy on the use of district facilities. The Union shall also be afforded the privilege to communicate with it's members using the district's email regarding the dates and times of Union meetings or events.

**ARTICLE I**  
**GRIEVANCE PROCEDURE**

1. A grievance is defined as a claim by an employee that there has been a violation, misinterpretation, or mis-application of this agreement.

2. Step One - Principal or Immediate Supervisor (Informal)

An aggrieved employee shall attempt to resolve the grievance informally within ten (10) working days of the employee's knowledge of the event giving rise to the grievance by informal discussion with the employee's Principal or immediate supervisor. The Principal or supervisor will arrange for a discussion between him/herself and the employee, to be held within ten (10) working days after receiving the verbal grievance.

3. Step Two - Principal or Immediate Supervisor (Formal)

If the grievance is not settled at Step One and the employee wishes to appeal the grievance to Step Two, the employee will reduce the grievance to writing and deliver same to the Principal or immediate supervisor within ten (10) working days after the date of the Employer's response at Step One. The written grievance shall contain a statement of the grievance, the provision or provisions of this agreement involved, and the relief sought. The Principal or immediate supervisor shall arrange a meeting between him/herself and the employee, to be held within ten (10) working days after receipt of the written grievance. The Principal or supervisor will submit a written answer to the employee concerning the grievance within ten (10) working days after the Step Two meeting. A Union steward may accompany the grievant from Step Two on.

4. Step Three - Superintendent

If the grievance is not settled at Step Two, and the aggrieved employee wishes to appeal the grievance to Step Three, the aggrieved employee shall submit the written grievance to the Superintendent within ten (10) working days after receipt of the written answer at Step Two. The Superintendent or the Superintendent's designee shall arrange for a meeting with the employee, to be held within ten (10) working days after the Superintendent's receipt of the written grievance. The Superintendent or the Superintendent's designee shall provide the aggrieved employee with a written answer within ten (10) working days after the Step Three meeting.

5. Step Four - Arbitration

If the Union is not satisfied with the disposition of the grievance by the Superintendent, the Union may submit the grievance to final and binding arbitration by written notice to the Superintendent within thirty (30) calendar days after receipt

of the Superintendent's answer to Step Three.

Within ten (10) working days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a written request for a list of arbitrators shall be made to the Iowa Public Employment Relations Board by either party. The list supplied by the Public Employment Relations Board shall consist of five (5) arbitrators and, within (10) working days after the receipt of the list, the parties shall determine by flipping a coin which party shall have the right to remove the first name from the list. The parties shall alternately strike a name from the list and the fifth and remaining name shall be the arbitrator.

The arbitrator so selected shall confer with the Employer and the Union and hold a hearing promptly and shall issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearing. If oral hearings have been waived by both parties, then the arbitrator shall issue his/her decision no later than thirty (30) calendar days from the date of final submission to the arbitrator.

The arbitrator shall be without authority to add to, subtract from, or change or modify the terms and conditions of this agreement.

The arbitrator's decision shall be final and binding on the parties.

6. The cost of the arbitrator shall be shared equally by the parties.
7. A hearing room shall be provided by the district.
8. The arbitrator's decision shall be the exclusive remedy of the grievant. The failure of the Employer to act on a grievance within the time lines shall allow the grievance to move to the next step. The failure of the grievant to timely act shall bar the grievant thereafter.

## **ARTICLE II** **JOB CLASSIFICATIONS**

The following are job classifications within the contract:

1. Full-time Cooks - 30 hours or more/36 weeks.
2. Part-time Cooks - less than 30 hours for 36 weeks.
3. Bus Drivers.
4. Full-time Custodians - 52 weeks/ 40 hours.
5. Part-time Custodians - 36 weeks/40 hours.
6. Part-time T.A.s - less than 35 hour/36 weeks.
7. Full-time T.A.s - 35 hours or more/36 weeks.

8. Building Secretaries - 35 hours or more/36 weeks.
9. Sign Language Interpreter - 35 hours or more/36 weeks.
10. Media - 35 hours or more/36 weeks.
11. Technical Support Specialist - 35 hours/36 weeks.
12. Library Associate - 35 hours/36 weeks.
13. Field Service Technician - 35 hours/36 weeks.
14. Administrative Assistant - 35 hours/36 weeks.
15. Head Cook - 30 hours or more/36 weeks.
16. English Language Interpreter

This job classification article shall not be considered as a guarantee of a minimum number of hours.

### **ARTICLE III** **SENIORITY**

1. Seniority means an employee's length of continuous service to the employer since his or her last date of hire within one of the specific job classifications set forth in the job classification article. In the event two (2) employees have the same original date of hire, seniority of one as against the other shall be determined by the last four (4) digits of the social security number, with the employee having the lower last four (4) digits of the social security number being considered as having greater seniority. Part-time employees shall earn a pro-rata seniority. An employee's service record is broken by termination of employment for any reason.
2. The Employer shall prepare seniority lists as defined in the Article. The lists shall be updated annually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be available at the central office.
3. The probationary period for new employees shall be ninety (90) days.
4. Employees who move from one classification to another will not lose their seniority for sick leave or vacation.

### **ARTICLE IV** **SHIFT DIFFERENTIAL**

1. A fifty (50) cent shift differential shall be paid to custodians who work after 4:00 p.m., for a maximum of six (6) hours shift differential per day, which applies for the student days.
2. There shall be no shift differential paid for holidays, vacations or non-student days.

### **ARTICLE V** **LAYOFF OF PERSONNEL AND/OR REDUCTION OF POSITIONS**

1. The parties recognize the authority of the Employer to reprimand, suspend, discharge, or take other appropriate disciplinary action against employees. Those situations shall not be layoffs or reduction of positions subject to this Article.
2. The Employer shall have the right to reduce positions or contract out services as determined by the Board of Directors of the Employer. In the event of layoff or reduction of positions, those decisions shall be made by the Board of Directors following a recommendation by the Superintendent upon study by the administrative staff. In the event of a reduction of positions, the people reduced shall be selected on the basis of job performance and seniority.
3. Teacher associate positions associated with specific students shall be terminated immediately when the district determines the student no longer needs the service. This is not tied to job performance or seniority.
4. In the event the Employer decides to contract out the work of any persons represented by the Union, the Union shall be given sixty (60) days notice of the effective date when the contract service shall commence. Employees shall have the opportunity during that sixty (60) day period to contact the contract services provider, and although the Employer cannot guarantee positions, the Employer will encourage employment of the district employees.
5. Notices of staff reduction of individual employees or notices of reduction of positions due to decisions to contract out shall be provided to the Union by notice in writing thirty (30) days in advance of the effective date to all individuals that will no longer be employed by the Employer.

## **ARTICLE VI** **TRANSFER PROCEDURES**

### 1. Involuntary Transfers

Involuntary transfers shall be within a job classification. Persons subject to involuntary transfers shall receive a written notice of the pending transfer and the employee shall have the right to ask the Employer to explain the reason for the transfer. The final decisions on transfer shall rest with the Employer. Involuntary transfers shall be made on the basis of job performance within the job classification, seniority within the job classification, and skill and training to perform the duties.

### 2. Voluntary Transfers

All non-probationary employees are eligible to bid for posted vacant bargaining unit positions, which posting will take place on bulletin boards customarily used for official employee announcements. The posting shall be for seven (7) days and the district shall not hire for the posted position during those seven (7) days except in the case of an emergency need to fill the position.

Posting shall continue until the posted position is filled. In addition to posting on the bulletin boards in each building, the district will post positions on the district web page.

3. The Employer will not arbitrarily exercise its right to transfer employees and shall not utilize transfer for the purposes of discipline.
4. Except in the case of emergency, a ten (10) day notice of any transfer shall be given.

### **ARTICLE VII** **HOURS OF WORK**

1. Work schedules and assigned hours shall be determined by the Employer. When the schedule is to be changed, the Employer shall give notice to the employee as soon as practical.
2. Pay periods shall be determined by the Employer for all employees of the school district.
3. Employees shall be compensated at the rate of time and a half for all hours worked over forty (40) hours per week. The work week shall be determined by the Employer.
4. All employees shall be paid for all hours worked.
5. An employee shall receive a minimum of two (2) hours of pay if school is cancelled after the employee reports to work.

### **ARTICLE VIII** **HOLIDAYS**

1. All full-time job classifications which are scheduled for forty (40) hours per week for fifty-two (52) weeks shall receive nine (9) paid holidays, two of which shall be floaters. The seven (7) scheduled holidays are Labor Day, Thanksgiving Day, December 25, January 1, Good Friday, Memorial Day, and July 4.
2. Eleven-month building secretaries shall receive seven paid holidays. The seven (7) scheduled holidays are Labor Day, Thanksgiving Day, December 25, January 1, Good Friday, Memorial Day, and July 4.
3. Full-time T.A.s, technical support specialist, full-time media, and full-time library associate scheduled for thirty-six (36) weeks for thirty-five (35) hours or more shall receive six (6) paid holidays.
4. Food service personnel scheduled for thirty-six (36) weeks for thirty (30) hours or

more shall receive six (6) paid holidays.

5. Custodians scheduled for forty (40) hours per week for thirty-six (36) weeks shall receive six (6) paid holidays.
6. If a holiday falls on a Saturday, the previous Friday shall be the holiday. If a holiday falls on a Sunday, the following Monday shall be the holiday.
7. Any work assigned on a holiday shall be paid at time and a half unless that time is already overtime.
8. Bus drivers and less than full-time positions shall receive no paid holidays.

### **ARTICLE IX** **VACATIONS**

1. Custodians shall be eligible for vacations as follows:
  - A. Custodians working fifty-two (52) weeks during the fiscal year shall receive ten (10) days vacation after the first year of employment through the tenth year of employment, and fifteen (15) days of vacation commencing with the eleventh year employment and thereafter.
  - B. Custodians working less than fifty-two (52) weeks, but at least thirty-six (36) weeks, out of the fiscal year shall receive seven (7) vacation days if they have been scheduled for forty (40) hour weeks. These seven (7) days shall be designated by the employer.
  - C. Vacation days shall be compensated at the employee's regular rate of pay, except no shift differential shall be paid.
  - D. In the year of the eleventh (11<sup>th</sup>) anniversary of employment, custodians will receive a prorated increase in vacation from ten (10) to fifteen (15) days, which proration shall reflect the date of hire in relationship to July 1. As an example, a person hired January 1 would receive twelve and one-half (12½) days of vacation during that fiscal year and fifteen (15) days the following fiscal year.

### **ARTICLE X** **LEAVES OF ABSENCE**

1. Sick Leave

All employees shall be granted sick leave as follows:

- A. The first year of employment/only available after 90 days 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 and subsequent years of employment	15 days

During the first 90 days of employment, employees shall not be entitled to sick leave.

Employees may accumulate one hundred fifty (150) days of sick leave.

Six (6) days of sick leave are available for use for family illness leave for illness in the immediate family, which is defined to include an employee's spouse, child, ward, parent or parent-in-law.

2 Bereavement Leave

Bereavement leave for all employees may be granted at a rate not to exceed five (5) days per occurrence in the event of the death of an employee's spouse, child or parent. In the event of the death of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, special friend or other members of the immediate household, the employee may be granted, for the purpose of attending the funeral, two (2) days of leave. At the discretion of the Superintendent, one (1) additional day of bereavement leave may be granted for extenuating circumstances.

3. Military Leave

The Employer agrees that military leave shall be granted pursuant to Iowa Code 29A.28.

4. Jury Duty

Employees called for jury duty to state or federal court shall not suffer loss of pay by virtue of the jury duty.

5. Leave Without Pay

Employees may request leaves without pay to the Employer and those requests shall be approved or denied in writing.

6. Union Leave

Union delegates elected to attend Union conferences shall be granted an unpaid leave of absence, not to exceed fifteen (15) working days annually, to attend said

conferences. Such employees shall accumulate seniority during such leave. Upon completion of the leave of absence, the employee shall be returned to their normally held or like position, at the rate of pay in effect at the time of the return. Union members may elect to take vacation or earned comp time in lieu of a leave of absence without pay.

7. Business Leave

Two (2) days of paid business leave shall be available for job classifications 1, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of Article II.

**ARTICLE XI**  
**INSURANCE**

1. Employees who work in job classifications 1, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14 & 15 of Article II are eligible for insurance in the district, which shall be single coverage on health and major medical, unless dependent coverage is elected, and in those cases the following shall apply:
  - A. Custodians who work a minimum of forty (40) hours per week for fifty-two (52) weeks during the fiscal year shall be eligible for insurance and shall receive \$7,899 toward insurance.
  - B. For employees who work eleven (11) months out of the year, the Employer shall provide \$7,724 toward insurance.
  - C. For employees who work thirty-six (36) weeks out of the year, the Employer shall provide \$7,549 toward insurance.
  - D. Food service employees who work a minimum of thirty (30) hours per week for thirty-six (36) weeks will be provided up to \$7,549 toward insurance.
2. The financial amount allowed by the Employer shall apply to all insurances provided by the Employer.
3. Employees working thirty (30) hours or more shall have the option of purchasing long term disability insurance as available under the district insurance program.

**ARTICLE XII**  
**EVALUATION PROCEDURES**

1. Employees shall be subject to evaluation by their supervisor, which evaluation shall be maintained in their file and used to determine job performance. Copies of the written evaluations shall be furnished to the employees for their signature. A

signature does not necessarily mean agreement with the evaluation, but merely is acknowledging a copy of it.

**ARTICLE XIII**  
**SALARY**

1.

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Food Service	10.93	11.03	-----
Food Service Part-time	10.86	10.96	---
Bus Drivers	14.86	14.96	15.06
Custodians	13.08	13.18	13.28
Part-time Custodians	13.01	13.11	13.21
Teacher Assoc.	11.08	11.18	11.38
Part-time T.A.	10.41	10.66	10.91
Bldg. Secy.	12.13	12.33	----
Sign Language Interpreter	18.46	----	----
Media	11.88	12.08	---
Technical Support Specialist	13.33	---	

Library Assoc.	11.08	11.18	11.38
Field Service Technician	16.10	16.60	17.10
Administrative Assistant	12.97	13.22	13.47
Head Cook	11.43	11.53	--
English Language Interpreter	13.17	13.67	14.17

2. An additional ten (10) cents per hour will be added to the wage of an Employee commencing on July 1 after an employee reaches his/her tenth (10<sup>th</sup>) anniversary of continuous employment in the District.

**ARTICLE XIV**  
**SUPPLEMENTAL PAY**

1. Food service personnel shall be paid an additional thirty-five (35) cents per hour for certification.
2. Bus drivers driving activity routes shall be paid Ten Dollars (\$10.00) per hour and overnight shall be paid One Hundred Fifty Dollars (\$150.00) for the first twenty-four (24) hours and Ten Dollars (\$10.00) per hour thereafter, with a maximum of One Hundred Fifty Dollars (\$150.00) per day.
3. Custodians shall be paid Seventeen Dollars (\$17.00) per hour for non-school activity work.
4. Food service workers shall be paid one and a half times their regular rate of pay for non-school activity work and school activity work. Uniform fees for food service personnel shall be paid to the personnel by September 15 each year.
5. Bus Drivers: All regular routes (including morning and afternoon) shall be considered for purposes of eligibility. Non-regular activity routes will be scheduled thirty (30) calendar days in advance whenever possible.

Meal allowances for activity/non-regular routes not to exceed the following rates:

Breakfast     \$6.50

Lunch	\$7.50
Dinner	\$10.50

Drivers who qualify for reimbursement of all three meals are then subject to \$24.50 per day allowance rather than the per meal allowance. The employer will pay for the employee's hotel expenses on overnight trips.

All school activities will be paid activity pay, except during route time. At that time bus drivers will be paid bus driver's wages for their route time. All non-school activities and classroom field trips will be paid at bus driver's wages. The minimum pay is Twenty Dollars (\$20.00) per call.

6. Mileage Reimbursement: Employees required to use their personal vehicle shall be reimbursed by the rate set by the Board of Directors as the mileage reimbursement rate.

#### **ARTICLE XV** **HEALTH AND SAFETY**

1. Employees shall report to the employer working conditions which the employees determine to be unsafe or are in need of repair.
2. The employer shall provide four (4) custodial uniforms and up to One Hundred Dollars (\$100.00) for work shoes. The employer shall also provide up to One Hundred Seventy-five Dollars (\$175.00) for food service uniforms. The uniforms shall be selected by the employer after consulting with the employees in the job classification that use the uniform.
3. The district will pay up to Eighty Dollars (\$80.00) for a physical exam and 100% of the C.D.L. physical exam. The district will determine who will administer the C.D.L. physicals and the type of physical given. The district will pay bus driver training fees for training selected by the district.

This contract shall be for a one-year period commencing July 1, 2010 ending June 30, 2011.

SPENCER COMMUNITY SCHOOL DISTRICT

BY \_\_\_\_\_

EMPLOYER

Date \_\_\_\_\_

UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA  
UE LOCAL 821

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

UNION

Date \_\_\_\_\_

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