

# **MASTER CONTRACT**

**2011-2012**

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*Between the*

**Atlantic Community School District**

*and the*

**Atlantic School District Employees Association**

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**July, 2011**

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Article 1 -- PREAMBLE

Whereas, the board and the association recognize and declare that providing a quality education for the students of the Atlantic Community School District is their mutual desire, and

Whereas, the board and the association have agreed to negotiate in good faith, and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

Article 2 -- RECOGNITION

The Board of Education of the Atlantic Community School District (hereinafter referred to as "the Board") hereby recognizes the Atlantic School District Employees Association (hereinafter referred to as "the Association"), an affiliate of the Iowa State Education Association and the National Education Association, as the certified, exclusive and sole bargaining representative for all personnel as set forth in PERB certification instrument Case No. 494 issued by PERB on the 20th day of October, 1975.

Article 3 -- GRIEVANCE PROCEDURE

A. Definitions:

1. "Grievant" shall mean the association or an employee of the Atlantic Community School District who is governed by the terms and conditions of this collective bargaining agreement.
2. "Grievance" shall mean a dispute over the interpretation and application of this agreement.
3. "Days" shall mean calendar days unless specifically stated to the contrary.

B. Procedures:

Step 1. Supervisor or Administration Discussion

If an employee grievant believes that he/she has a valid grievance, he/she shall discuss such informally with his/her immediate supervisor or administrator at some time prior to commencing Step 2. If the grievance is not resolved to the satisfaction of the employee, the employee may proceed to Step 2.

If the grievant is the Association, the grievance process shall begin at Step 2.

Step 2. Superintendent Hearing

Within thirty (30) days following the act or condition which is the basis of the grievance, the grievant shall file the grievance in writing with the superintendent of schools.

Within ten (10) days of the filing of the written grievance, the superintendent shall arrange for a hearing on the matter. The hearing shall include the superintendent, the grievant, and the parties' representatives, if any. Witnesses for the parties shall also be present for the period of time they are presenting testimony.

Upon conclusion of the hearing, the superintendent shall, within ten (10) days, issue his/her decision in writing. Such decision shall include the superintendent's supporting rationale.

Copies of the decision shall be mailed or hand-delivered to each of the parties involved.

If the superintendent does not timely schedule a hearing, if a timely decision is not rendered, or if the grievant desires to appeal the decision of the superintendent, he/she/it may proceed to Step 3.

Step 3 Binding Arbitration

After completing the provisions of Steps 1 and 2 above, the grievant may proceed to binding arbitration by filing a written request for such with the superintendent of schools within ten (10) working days of receipt of the superintendent's decision.

The filing of a request for binding arbitration shall be made only with the approval of the Association and, in the case of an employee grievance, only with the approval of the employee.

Unless otherwise agreed to by the parties or unless ordered by the arbitrator selected herein below, the hearing for such arbitration shall be conducted within thirty (30) days of the employee's filing of a request for binding arbitration.

The parties shall select the arbitrator from a list of seven (7) names submitted by PERB. Such arbitrator shall be the last name remaining after the parties alternately strike three names each from said list. A coin toss shall determine which party will exercise the first strike.

The arbitrator shall render a decision within thirty (30) days of the completion of the hearing. Such decision shall be made in writing and shall set forth findings of fact, reasoning, conclusions, and appropriate remedies on the issues submitted. Said arbitrator shall be without authority to change or amend the terms, conditions or applications of the collective bargaining agreement.

Unless the decision is in excess of the authority of the arbitrator, the decision shall be final and binding on the parties.

C. Representation

The parties to the grievance shall have the right to be represented by legal counsel or other representatives of their choosing at all stages of the grievance process. The Association shall have the right to be present at all stages of the grievance process. If the Association is not the grievant, the grievant shall be responsible for timely notifying the Association.

D. Arbitration Costs

The costs for the services of the arbitrator (including per diem fees, travel, and other expenses) and the cost of any hearing room shall be borne equally by the Board and the Association. All other costs shall be borne by the party incurring them.

E. Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s) in the grievance. However, this provision shall not be interpreted to require that business records (e.g., transcripts, credential, evaluations, etc.) be removed from their usual depositories unless so ordered by a valid court order or binding arbitration order.

Article 4 -- EMPLOYEE RIGHTS

The employees shall have the right to:

1. organize, or form, join, or assist any employee organization;
2. negotiate collectively through representatives of their own choosing;
3. engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by Chapter 20 of the *Code of Iowa* or any other law of the state; and,
4. refuse to join or participate in the activities of the association, including the payment of any dues, fees, or assessments or service fees of any type.

Article 5 -- ASSOCIATION RIGHTS

A. Use of Facilities

The Association shall have the right to use school facilities for Association meetings, provided such facilities are not being used for school or community purposes. Scheduling of use of the facilities will be made through the appropriate building principal.

B. Communications

The Association may distribute Association materials through building mail boxes. Additionally, it may post notices of activities and matters of Association concern on bulletin

boards located in employee lounges in each building or in such other places as may be approved by the appropriate building principal or supervisor.

C. Access to Members

Duly authorized representatives and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that such activity shall in no way interfere with the work of employees who are on duty or interrupt normal school operations. Representatives who are not employees of the school system shall, upon arrival, report their presence in the building to the appropriate building principal.

D. Board Meeting Information

The superintendent shall make available to the president of the Association one copy of the agenda materials for regular board meetings.

Article 6 -- DUES DEDUCTIONS

A. Authorization

Any employee who is a member of the Association (or who has applied for membership) may annually sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the deduction shall be as set forth in Exhibit B attached hereto and incorporated herein by this reference.

B. Deduction Payments

Pursuant to a deduction authorization, the Board shall deduct one-eighteenth (1/18) of the total dues from the regular salary check of the employee who is paid every two (2) weeks beginning with the first pay period in September and continuing for eighteen (18) consecutive pay periods. The Board shall deduct one-ninth (1/9) of the total dues from the regular salary check for each employee who is paid monthly beginning with the September pay period and continuing for nine (9) consecutive months.

C. Prorated Deductions

Employees who begin deductions after September shall have the total dues prorated on the basis of the remaining months of employment through May.

D. Duration

Such authorization shall continue in effect for a period of one year unless revoked in writing by a thirty (30) day notice to the Board.

E. Employment Termination

In the event an employee leaves the employ of the school before having sufficient dues deducted to meet his/her total amount of dues, the school shall not be responsible or liable in any way for the collection of said dues.

**Article 7 -- OTHER VOLUNTARY DEDUCTIONS**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for any other plans or programs approved by the Board.

**Article 8 -- HOURS**

A. Basic Work Week

The basic work week for all employees (except transportation, custodial, grounds and maintenance personnel) shall be Monday through Friday. Transportation, custodial, grounds and maintenance personnel may also be assigned Saturday duties on a regular basis.

B. Basic Work Day

The basic work day for secretaries and aides shall be scheduled during the hours of 7:00 a.m. and 5:00 p.m.

The basic work day for transportation, custodial, maintenance, and grounds personnel shall be scheduled as the needs of the district dictate. A reasonable effort shall be made to schedule each such employee's work day so that he/she performs services in a single block of time for that day, whenever possible.

The basic work day for food service personnel shall be scheduled between the hours of 6:00 a.m. and 3:00 p.m.

C. Break Time

All employees who work at least eight (8) hours per day shall be entitled to two fifteen-minute break times each day. All employees working less than eight (8) hours per day but more than four (4) hours per day shall receive one fifteen-minute break time. All employees working overtime will be entitled to an additional fifteen-minute break time for every four (4) hours of overtime worked.

D. Snow Days and Emergency School Closings

In the event the administration finds it necessary to call off school because of inclement weather or some other emergency, all food service employees, aides, and secretaries shall be compensated pursuant to the following:

1. Every employee shall be paid for the amount of time he/she works on that day.

2. Every employee who is either at work or who is already on the road traveling to work when the planned closing is first broadcast on the local radio stations shall be guaranteed the opportunity to work at least two hours on that day. If there is no work available for the employee in his/her normal work area, he/she may be reassigned to other duties during such two hour period. In the event the employee does not wish to be reassigned, he/she may elect to waive his/her right to two hours of work under this paragraph.
3. An employee and his/her immediate supervisor may mutually agree that the employee remain on his/her regular duty for more than the two (2) hour period, in which case, the employee will be paid for all hours worked.
4. Notwithstanding any provision above to the contrary, no employee shall receive more hours of work than he/she would have received in his/her normal work day (unless mutually agreed to by the employee and his/her immediate supervisor).

E. Notification of Hours and Issuance of Individual Contracts

The employer shall notify all employees of the assignment of hours to be worked and shall issue individual contracts to all employees not later than June 15 each year. The assigned hours and the contract issued shall be for the contract year that shall begin on July 1 of that year and continue until June 30 of the following year.

Article 9 -- WAGES

A. Pay Rate Schedule

The pay rates for support staff employees shall be those reflected in Exhibit A attached hereto and incorporated herein by this reference.

When one Director serves the District in the combined supervisory position of Food Service and Operation and Maintenance, and additional duties and responsibilities are assigned to the position of Head Cook and/or Head Maintenance, a pay differential of up to \$500 per year for Head Cook and up to \$1,000 per year for Head Maintenance may be granted at the Board's discretion, subject to satisfactory completion of criteria defined in the job description. Any differential to be paid would be made with each regular pay period.

Severe and Profound paraeducators are defined as employees who assist behavior and medically fragile Level III students.

In the absence of the Head Cook on a daily basis, the individual identified to fill in for the Head Cook shall receive the pay of the Head Cook lane that corresponds with the individual's current step, according to the salary schedule. This adjustment shall be made on a daily basis on those occasions whenever the Head Cook is absent. The Employee shall perform all duties of the Head Cook to receive additional pay.

B. Overtime Work

If any employee is requested or required to work overtime hours, the following conditions shall apply:

1. Time and one-half will be paid for all hours worked in excess of forty (40) hours in one (1) calendar week.
2. Paid leave taken during said calendar week shall count towards said forty (40) hour work week; however, overtime will only be paid on hours worked in excess of forty (40) hours. If paid leave time creates hours in excess of forty (40) hours, those leave hours will be paid at the regular hourly rate. (See Personal Leave exception in Article 14 and Vacation exception in Article 12)
3. The decision as to whether or not any employee is required or requested to work overtime hours shall rest exclusively with the Board or its administrative designees.
4. Food service employees who work at special activities approved by the Food Service Director shall receive fifty cents (\$0.50) per hour additional pay.

C. Method of Payment

Each employee (with the exception of bus drivers) shall be paid every second Friday. Bus drivers shall be paid on the twenty-fifth day of each month. Checks for the employees shall be available in the employees' regularly assigned building by 11:00 a.m. on pay day. In the event there is no school on pay day, checks can be picked up in the Central Office or mailed if prior arrangements have been made. In the event the pay day falls on a holiday when the district office is closed, the employee shall be paid on the preceding Central Office work day. A schedule of pay days will be provided to staff at the beginning of each school year.

**Article 10 -- INSURANCE**

A. Types of Coverage

The Board agrees to provide the following district-paid insurance programs to eligible employees:

1. Health and Major Medical

The Atlantic Community School District shall make available health insurance under the same program as provided to certified staff members of the district for the benefit of each twelve-month employee, and shall pay the premium for a single membership for all regular full time twelve month employees. All regular full time twelve-month employees will receive \$50.00 per month to be applied toward the cost of family insurance or a tax sheltered annuity.

Employees who select family (i.e., dependent) coverage may elect to have the cost of the difference in premium between single and family coverage deducted from their paychecks. The district agrees to continue to offer the deduction as part of a salary reduction (pre-tax) plan.

Employees who do not qualify for district-paid insurance premiums shall (if permitted by the insurance carrier) have the option of purchasing health and major medical insurance under the district's group plan by paying the premiums themselves.

2. Disability Insurance

Each twelve-month employee shall be provided long-term disability insurance under the same program and benefits as are provided to the certificated staff members in the district.

3. Liability Insurance

All employees shall be insureds under the district's tort liability insurance policy which shall cover employees in their job-related performance of duties and employee vehicles when required to be used for job-related reasons.

B. Coverage

The district-provided insurance programs for disability insurance and health and major medical insurance shall be provided for twelve (12) consecutive months commencing on July 1 and ending on June 30 provided the employee is (and continues to be) in the employ of the school district. The district shall provide new, eligible employees with coverage on their first day of service to the district or on the first day the employee is eligible under the terms and conditions of the appropriate insurance plan.

C. Description Information

Each fall, the Board shall provide each covered employee with a description of the health and major medical insurance coverage provided herein.

Article 11 -- HOLIDAYS

A. Custodial & Maintenance Personnel and Assistant Bus Mechanic

All full-time, 12-month custodians and the assistant bus mechanic shall receive time-off with pay for the following holidays:

1. Labor Day
2. Thanksgiving Day
3. Friday after Thanksgiving
4. Christmas Eve (if it falls on a regular work day)
5. Christmas Day
6. New Year's Eve (December 31), 4 hours early, if considered a work day
7. New Year's Day
8. Friday before Easter (if school is not in session)
9. Memorial Day
10. Fourth of July

No custodial or maintenance personnel or the assistant bus mechanic shall be required to perform duties on any of the above paid holidays, except in cases of emergency.

When graduation exercises are held on Memorial Day weekend, a custodian may elect to work on Memorial Day. In such event, the custodian and the administration shall mutually agree to another day in June or July which the custodian may take to compensate him/her for such time. This arrangement is agreed to so that the custodian will have the opportunity to have a three-day weekend which he/she missed because of his/her work schedule associated with graduation exercises.

B. Year-Round Secretaries – 12 months

Year-round secretaries shall receive the following holidays off, with pay:

1. Labor Day
2. Thanksgiving Day
3. Friday after Thanksgiving
4. Christmas Eve (if it is not on a weekend)
5. Christmas Day
6. Day after Christmas (if it is not on a weekend)
7. New Year's Eve (December 31) – 4 hours early, if considered a work day
8. New Year's Day
9. Friday before Easter (if school is not in session)
10. Memorial Day
11. The Fourth of July

No year-round secretary shall be required to perform duties on any of the above paid holidays.

C. Other Hourly Employees - 10 mo & 11 mo Secretaries, Para-Educators, Food Service workers

Other hourly employees shall receive the following paid holidays:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Friday before Easter (if school is not in session)
6. Memorial Day

No hourly employee shall be required to perform duties on any of the above paid holidays.

D. Bus Drivers

Regular bus drivers shall receive four (4) hours waiting time pay for each of the following holidays:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Friday before Easter (if school is not in session)
6. Memorial Day

No bus driver shall be required to perform duties on any of the above paid holidays.

Should a holiday fall on Saturday, the preceding Friday shall be considered the holiday. Should a holiday fall on a Sunday, the following Monday shall be considered the holiday. If school is in session on the Friday before Easter, the holiday will be taken in conjunction with Spring Break. A list of holiday dates will be provided at the beginning of each school year.

E. Computations For Irregular Hours

If an employee does not work the same number of hours each day of the week, the computations for holiday pay shall be based upon the average daily hours per week. (For example, if an employee's scheduled hours were 7 hours on Monday, no hours on Tuesday, 8 hours on Wednesday, 6 hours on Thursday, and 7 hours on Friday, the average daily hours per week would be 5.6 and the employee's holiday pay would be computed on a 5.6-hour day.)

## Article 12 -- VACATIONS

### A. Eligibility and Accumulation

All eleven and twelve-month employees who have completed one full year of employment shall have two weeks (i.e., 10 work days) of paid vacation per year, beginning after continuous employment of one full year.

All eleven and twelve twelve-month employees who have completed ten full years of employment shall have three weeks (i.e. 15 work days) of paid vacation per year, beginning after continuous employment of ten full years.

All eleven and twelve twelve-month employees who have completed fifteen full years of employment shall have four weeks (i.e. 20 work days) of paid vacation per year, beginning after continuous employment of fifteen full years.

Vacation benefits for eligible employees will be prorated the first year of employment, based on hire date. Vacation days will be accrued and credited throughout the year based on years of service on July 1.

### B. Vacation Pay

Vacation pay shall be at the employee's hourly rate of pay in effect at the time the employee takes such vacation.

### C. Vacation Schedules

The first two weeks of vacation for custodians must be taken in one block of time. Such block shall be scheduled the last two full weeks of June, unless agreed to otherwise by the superintendent or his/her designee.

All vacation time for eligible employees may be taken in one block of time or on a single day basis throughout the year - subject to the approval by employee's supervisor. Vacation time shall be taken when school is not in session, subject to approval by employee's supervisor. Vacation days will not be paid as all overtime pay. If vacation days are approved at a time when it would result in all overtime pay, the vacation hours taken during said calendar week shall not count towards said forty (40) hours worked.

## Article 13 -- SICK LEAVE

### A. Accumulation of Benefits

All employees shall be given fifteen (15) sick leave days each school year for personal illnesses or injuries. Such days shall be credited to the employee on the first day of the school year (i.e., July 1) whether or not the employee reports for duty on that day. During the first year of employment, sick days shall be prorated based on hire date. Unused sick leave days shall be accumulated from year to year until a maximum of ninety (90) days has been accumulated.

An accounting of the employee's accumulated sick leave shall be made annually to each employee. Such accounting shall be submitted to the employee on or before the date of his/her second paycheck in September.

B. Verification Of Illness or Injury

The Board, through the superintendent of schools or his/her designee, may request medical evidence confirming the validity of the employee's alleged illnesses or injuries. Such request shall be made in a timely fashion. If the request requires the employee to incur additional expenses not covered by health insurance, the school shall reimburse the employee for such expenses.

C. Reporting Sick Leave

An employee in need of sick leave shall, in a timely manner, report such to his/her immediate supervisor.

D. Part-Time Employees

A part-time (i.e., less than 40 hours per week) employee shall receive sick leave benefits pro-rated to match the number of regular contracted hours he/she works (e.g., an employee who is contracted for six (6) hours per day would receive fifteen (15) sick leave days at six (6) hours per day). During the first year of employment, sick days shall be prorated based on hire date.

E. Verification Of Good Health

If an employee has been hospitalized or has been on sick leave for more than ten (10) consecutive workdays, the district may request medical verification that the employee is in good health and is capable of returning to his/her work responsibilities. In the event said request causes the employee to incur additional expenses not covered by health insurance, the district shall reimburse the employee for said expenses.

F. Job Related Illness or Injury

In the event the employee incurs a job related illness or injury, he/she may elect to take either the benefits provided by the sick leave article of this agreement or the benefits provided by Worker's Compensation (but not all or parts of both).

G. Extended Sick Leave

In the event the employee has an illness or injury which results in his/her absence from the work place for an amount of time greater than that provided by the sick leave article of this agreement, the employee may be granted an extended leave at the discretion of the Board. Such extended leave, if granted by the board, shall be without pay and shall not be for more than one year from the time of commencement of said illness or injury. Additionally, the board may extend the school-provided health insurance benefits, if any, which the employee had under this agreement. Such extension shall also be for a maximum of one year from the time of commencement of said illness or injury.

**Article 14 -- TEMPORARY LEAVES OF ABSENCE**

A. Paid Leave

In addition to sick leave (provided for elsewhere herein) each employee will be given the following leaves, with pay, each year:

1. Personal Leave

At the beginning of every contract year, each employee shall be credited with two (2) days to be used for the employee's personal reasons. An employee planning to use a personal leave day shall obtain the approval of his/her immediate supervisor at least one (1) day in advance, except in cases of emergency. Unused personal days may accumulate from year to year to a maximum of three (3) days.

Personal leave is prorated based on the employee's contracted hours. Personal leave may be taken only during the employee's regular scheduled work week. For purposes of personal leave, the regular scheduled work week is Monday through Friday or Tuesday through Saturday.

Paid leave days must be used before unpaid leave days may be granted. A maximum of two (2) unpaid leave days will be allowed per year. At the discretion of the Superintendent (or designee), additional leave may be granted upon employee request.

2. Jury and Witness Leave

Any employee who is called for jury duty during work hours or who is required to appear as a witness in any judicial or administrative proceedings will be permitted to perform such services and will receive full pay for the reasonable and necessary time he/she is absent from work in such cause. The employee shall, however, have his/her salary reduced by the amount of fees or remuneration (except mileage) he/she receives from the court or agency for such services.

3. Technical Training Leave

Any person who is already employed by the school district and is requested by the school to attend any training programs will be given the reasonable and necessary leave for such at his/her regular pay. This would include, but not be limited to, bus permit certification classes for contracted employees in non-transportation job classifications who are requested by the district to be licensed as substitute drivers. The district will pay registration fees for the para certification classes.

4. Serious Illness and Bereavement Leave

A. Family Illness

Employees may use up to seven (7) days of sick leave for family illness, including dependent care, per year in the employee's immediate family. Superintendent (or designee) at his or her discretion may extend the seven (7) day maximum. Immediate

family shall be defined as spouse, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or any other member of the employee's household.

**B. Bereavement Leave**

A leave of up to five (5) days per year for each death in the immediate family of the employee will be granted. Immediate family shall be defined as spouse, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or any other member of the employee's household.

**C. Other Funeral**

Employees shall be granted up to one (1) additional day per year to use in the event of the death of a friend or relative outside the employee's immediate family (as defined above).

**5. Association Leave**

Up to four (4) days total shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organization. Such leave shall be granted at one-half pay. Notice shall be given to the employee's immediate supervisor at least three (3) days in advance, except in cases of emergency.

**B. Unpaid Leaves For Good Cause**

At the discretion of the superintendent of schools, an employee may be granted other leaves, however, such leaves shall be without pay.

**C. Employee Sick Leave Bank**

**CREATION:**

- Enrollment began September 30, 2007.
- A committee consisting of 3 ASDEA employees and the Superintendent, or designee will manage the Sick Leave Bank (SLB). The committee members will be designated by Sept 30 of each year or existing committee will continue.

**ELIGIBILITY:**

- Any employee who receives paid sick leave.
- Any employee who has enrolled and contributed sick leave to the Bank, may submit an application to the committee requesting use of SLB days.
- An employee must have exhausted all sick, personal and vacation leave time available before submitting an application to the committee requesting use of SLB days.

**CONTRIBUTIONS:**

- Each employee who elects to participate will contribute one sick leave day, based on contract hours, to create the bank.
- Total number of days in the SLB will not exceed the number of participants.
- If SLB employee is no longer employed by the District, their days will be removed from the bank if the number of days is greater than the participants.
- Minimum number of days in the SLB will be ten days.
- An open enrollment period, for new and existing employees, will be held in September of each year for employees to enroll in the SLB and contribute one sick leave day. The Association will provide enrollment forms to members. Enrollment forms must be submitted by September 30 to the Superintendent's office.
- When SLB days drop below ten, members will be notified. The member may elect to continue participation by donating an additional day or withdrawing from membership during the open enrollment period. Members will be given ten days to notify committee of their decision.
- Donated days will not be returned to the donor.

#### USE

- Employees must be a member of the SLB to request use of days.
- SLB days may be requested by the member for personal serious illness or injury from three (3) to ten (10) days per request.
- Once an employee has donated time into the SLB they will maintain their status as a member until additional days are requested.
- Applications for use of SLB days will be submitted to the committee. Applications will be reviewed and applicant will be notified within three business days of decision. The decision of this committee is final and not subject to grievance. A member may elect to forego any potential benefit this SLB has to offer.

All information on the origin of donated days and applications submitted will be kept confidential. An annual accounting will be given to SLB members of donated, requested and available days.

### Article 15 -- EXTENDED LEAVES OF ABSENCE

#### A. Requests For Extended Leaves

The Board, upon request of the employee, may grant an extended leave of absence for such reasons as parental leave, union leave, military leave, public office leave, family illness leave, educational improvement leave, or other leave.

#### B. Conditions For Granting Leave

Extended leaves of absence may be granted under the following conditions:

1. The request for leave must be presented to the superintendent at least one week in advance of the board meeting at which the request will be considered; and,
2. The leave, if granted, must be without compensation (i.e., neither salary nor benefits).
3. The leave, if granted, will be valid for no more than one calendar year from the date of Board approval.

#### C. Conditions Upon Return From Leave

Upon the employee's return from extended leave, the following conditions shall apply:

1. The employee will be placed in the same or equivalent position he/she held immediately prior to the commencement of extended leave;
2. The employee shall retain all unused sick leave which was accumulated immediately prior to the commencement of the extended leave; and,
3. The employee shall retain all of the accumulated seniority rights and accumulated years of service which he/she had immediately prior to the commencement of said leave.

D. Status While On Leave

During the time of an extended leave, the employee shall be treated as current employee for purposes of staff reduction and other employment decisions.

E. Family and Medical Leave Act

Employees of the District are entitled to family medical leave to the extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 (FMLA) and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

Article 16 -- SENIORITY

A. Seniority Defined

Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first day of work. Seniority shall accumulate without regard to whether the employee is full-time or part-time (e.g., A full-time employee after three years of service would have three (3) years of seniority. Similarly, a part-time employee after three years of service would have three (3) years of seniority, even though such employment was on a part-time basis.). In the event more than one individual has the same first day of work, the positions of said employees on the seniority list shall be determined by casting lots.

B. Classifications

Seniority shall refer only to the employee's employment within the district. There shall be no distinction between classifications of employment (e.g., An employee who worked one year as a cook and then became a custodian for two years would have seniority of three years.).

- C. Seniority Listing  
On or before December 1 of each year, the district shall prepare a seniority list of current employees and shall cause a copy of such to be presented to the Association membership by delivering a copy to the Association president.
- D. Seniority Lost  
An employee shall lose seniority upon termination, resignation, or retirement.
- E. Seniority Placement on Salary Schedule  
Each year of accumulated seniority shall automatically move the employee one year on the salary schedule in his/her job classification until the maximum is reached. Those employees who change job classifications shall retain their seniority placement on the salary schedule.
- F. Seniority Regarding Transportation During District Sponsored Trips  
Whenever transportation is required for district-sponsored trips, preference will be given to current transportation employees in the classified bargaining unit prior to being offered to employees outside the classified bargaining unit.  
  
District-sponsored trips will be offered based on the Transportation Seniority Classification list, with the most senior employee being offered the first opportunity and then rotating the opportunities through the seniority list. Changes to the seniority list based on rotation schedule may be made when the affected employees agree to change rotations. In an emergency and/or unexpected situation, the Transportation Director may forego this process to provide immediate transportation for students and/or employees.

Article 17 -- TRANSFERS

- A. Vacancy Defined  
The District will have the right to make assignments and fill positions through employer initiated transfers.  
  
Any position which is not filled by an employer initiated transfer or eliminated will be determined by the District to be a vacancy. A newly created position which is not filled by employer initiated transfer will be determined by the District to be a vacancy.
- B. Posting of Vacancies  
All vacancies shall be posted in the principal's outer office area in each building when school is in session. When school is not in session, vacancies shall be posted in the superintendent's outer office. Employees who wish to be informed of vacancies that occur during the summer shall leave their names on file in the superintendent's office before the last day of school. Employees who leave their names on file at the superintendent's office shall be notified in writing of any vacancies that occur during the summer months.

Vacancy postings shall contain the following information (if known at the time of the posting):

1. Type of Work
2. Location of Work
3. Starting Date
4. Rate of Pay
5. Hours To Be Worked
6. Qualifications and Requirements

Posting of a vacancy shall be made a least five (5) days before the position is filled. Interested employees may apply in writing to the superintendent, or his/her designee, within the five (5) day posting period.

C. Classifications

For purposes of determining transfers, the following classifications shall apply and all employees shall be determined to be in one of the following classifications:

1. Custodial & Maintenance
2. Secretaries
3. Food Service
4. Aides
  - a. Severe & Profound
  - b. Class 1 (certified)
  - c. Class 2
5. Transportation

If more than one employee within the affected classification requests a transfer to a vacancy, the District, in its sole and exclusive judgment, may transfer the employee most qualified for the vacancy. When the District determines two or more candidates have equal qualifications, the most senior employee may be assigned to the vacancy. The District reserves the right to deny transfers, and hire individuals from outside the District to fill vacancies.

D. Notification of Decision

Within ten (10) work days after the decision has been made, the employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

E. Placement On Schedule

Employees shall not be placed on a lower step on the pay rate schedule due to a transfer.

**Article 18 -- PROCEDURES FOR STAFF REDUCTIONS**

A. Notification of RIF

If the administration intends to recommend to the Board a reduction-in-force of any bargaining unit employees, the Association membership shall be notified by sending written notice to the president of the Association. Such written notice shall contain the following information (if known at the time of the notification):

1. The Reason(s) For the Reductions-In-Force
2. The Date the Reduction(s) Would Become Effective

3. The Classification(s) To Be Affected
4. The Employee(s) To Be Reduced
5. The Basis For Selection of the Employee(s) To Be Reduced

B. Selection of Employees To Be Reduced

In selecting the employee(s) to be reduced, the Board shall select the least senior member of the classification being reduced. The classifications shall be those reflected in Article 17 -- Transfers.

The district may forego the use of seniority in the selection of employees to be reduced in those cases where the district can show that another employee's qualifications are superior to those of the most senior applicant's. The term qualifications shall include, but shall not be limited to, the job performance evaluations of employees.

C. Effective Date of Reductions-In-Force

In the event the Board determines that it is necessary or desirable to reduce the number of employees in the school district, the Board's official action ordering such reduction shall not become effective for at least fourteen (14) calendar days from the date of such action. In the event the Board determines that it is necessary or desirable to reduce a department, the Board's official action ordering such reduction shall not become effective for at least sixty (60) calendar days from the date of such action.

D. Recall Rights

Following a reduction-in-force, if a vacancy occurs in any bargaining unit classification, those employees who were reduced-in-force shall have rights of recall for one year from the effective date of such reduction. Said employees shall be recalled to vacancies in their classifications with the most senior qualified employee, as determined by the sole discretion of the Superintendent, being recalled first. Notice of recall shall be sent by certified mail to the last known address of said employee. If an employee fails to accept by certified mail or by delivery of a written acceptance to the district office the recall to employment within ten (10) days of receipt of such notice, he/she will be deemed to have waived his/her rights to recall.

F. Benefits

All benefits to which an employee was entitled at the time of his/her layoff, including unused sick leave, will be restored to the employee upon his/her return to active employment. Additionally, the employee will be placed on the salary schedule at the position he/she would have been entitled to had there not been a layoff (except that no years of service or seniority will accumulate during the period of layoff).

**Article 19 -- EMPLOYEE EVALUATION PROCEDURES**

A. Notification

Within thirty (30) days after the beginning of each school term, the district shall acquaint each employee with the evaluation procedures. The purpose of the orientation is to achieve mutual understanding of the evaluation system.

B. Formal Evaluations

1. New employees shall be formally evaluated at least twice during the first year of employment. There shall be at least fifteen (15) days between formal evaluations unless otherwise mutually agreed to by the employee and the appropriate supervisor.
2. Continuing employees shall be formally evaluated at least once each year.

C. Formal Evaluation Procedures

The appropriate supervisor shall evaluate each employee formally in writing. The following procedures shall be used:

1. Conference and Copy of Evaluation

A copy of each formal evaluation shall be given to the employee and a conference shall be held between the employee and the immediate supervisor. Only evaluation documents that have been signed and dated by both the employee and the appropriate supervisor shall be contained in the employee's evaluation file. No employee shall be required to sign a blank or incomplete evaluation form. Employees shall, however, sign all completed evaluation documents.

2. Responses

If the employee feels that his/her formal evaluation is incomplete, inaccurate, or unjust, he/she shall have fourteen (14) days to put his/her objections in writing and have such attached to the evaluation report to be placed in his/her evaluation file.

D. Remediation

In the event an employee has deficiencies noted in his/her formal evaluation(s), the appropriate supervisor shall conference with the employee and assist him/her to improve his/her quality of work and/or to eliminate the deficiencies noted in the evaluation(s).

E. Appeal

Employees' performance evaluation reports shall not be subject to the standard grievance procedure. Employees shall have the right to appeal their evaluation in accordance with the following procedure:

1. Any employee who believes his/her evaluation is inaccurate or unfair may within five (5) working days following the employee's oral evaluation make a written description of such inaccuracies and request a conference with his/her supervisor to discuss such inaccuracies.
2. If in the opinion of the employee such discussion does not resolve such inaccuracies, the employee may within five (5) working days following the discussion with the supervisor make a written appeal of such inaccuracies to the superintendent.
3. Following receipt of the employee's written appeal, the superintendent will discuss the employee's evaluation inaccuracies with the employee and then with the employee's supervisor. The superintendent will make the final decision as to the validity of the alleged inaccuracies.

F. Evaluation File Review

Each employee shall have the right during normal business hours to review the contents of his/her personnel file. A representative of the association, at the employee's request, may accompany the employee in this review.

G. Evaluation File

The employee shall have the right to respond to all materials contained in his/her personnel file and to any materials to be placed in said file in the future. Such employee responses shall become a part of said file.

Any complaints that are directed toward an employee which are placed in the employee's personnel file shall be brought to the attention of the employee by the administration or the appropriate supervisor.

Each employee will have only one evaluation file. This file will contain all documents and information that relates to said employee's evaluations.

- H. Reproduction of Contents of File  
The employee shall, upon request and without charge, be provided one copy of any of the contents of his/her personnel file.

**Article 20 -- PHYSICAL EXAMINATIONS**

- A. New Employees  
All new employees will be required to provide satisfactory evidence of physical fitness to perform duties assigned and freedom from communicable disease. The employee may select the physician to give the physical examination. A medical exam form will be provided by Central Office upon employment. The completed Health Statement for School Employment form must be returned to the secretary of the Board within thirty (30) days of the signing of the contract or before the employee's duties begin, whichever comes first. The initial medical exam is at the employee's expense.
- B. Examinations  
The Board may at any time require a physical examination, as it deems necessary to determine an employee's fitness for employment. These examinations will be made available to the board. The board shall select the physician and pay all costs, if the cost is not covered by health insurance.
- C. Transportation  
All school employees (new or continuing) who are required to hold a CDL license and/or school bus permit will be required to have a physical examination every two (2) years. The district reserves the right to choose the medical provider and will pay the full cost of the physical.

The district will utilize Iowa's Department of Transportation (DOT) physical form to determine physical fitness to perform assigned transportation duties. In accordance with board policy all transportation employees will also be required to pass an annual "physical assessment test" to determine agility and physical fitness to perform transportation duties.

All information gathered from any medical exams is considered confidential and will be released only to the applicant/employee, health personnel, or supervisor on a need to know basis.

**Article 21 -- SAFETY PROVISIONS**

- A. Protective Devices  
The board agrees to provide for each employee such special clothing, equipment and devices as may be needed to perform assigned duties in a reasonably safe manner. All such items shall be provided without charge to the employee.
- B. Unsafe and Hazardous Conditions  
Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which unreasonably endanger their health, safety, or welfare.
- C. OSHA Requirements

The district will take all reasonable and necessary steps to comply with the required OSHA rules and regulations related to employee safety.

Article 22 -- MISCELLANEOUS

A. Activity Passes

The District shall provide activity passes to Atlantic Community School District activities for all employees and guest.

B. Duration and Compliance

The duration of this agreement shall be from July 1, 2010 through June 30, 2011. During such period of time, any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement shall be controlling. Each individual employee contract when tendered to the employee shall be signed by the president of the Board and shall incorporate by written reference the terms and provisions of this agreement.

In the event an employee should desire to resign his/her contract, he or she shall be permitted to do so by providing written notice of such to the superintendent two weeks prior to such resignation becoming effective. Similarly, in the event the superintendent should desire to terminate an individual employee's contract, he or she shall be permitted to do so by providing written notice of such to the employee two weeks prior to such termination becoming effective. By mutual agreement of the parties, the two week notice requirement for resignation or termination may be waived.

C. Employer Rights

The district shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of the district's employees.
2. Hire, promote, demote, transfer, assign and retain district employees in positions within the district.
3. Suspend or discharge district employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve district employees from duties because of lack of work or for other legitimate reasons.

6. Determine and implement methods, means, assignments and personnel by which the district's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the district.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the district by law.

D. Severability

In the event any provision of this agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions of the agreement shall remain in full force and effect.

E. Printing Expenses

The school district shall provide copies of this agreement to all employees as soon as practical after the agreement is signed. The agreement will be made available to all employees via the District website and provided to the regional UniServe office via email. A paper copy will be made provided to the supervisors of each department and each building. Such copies shall be provided at no charge to the employees or the association.

F. Notices

Notices, if any, required by this agreement shall be sent to the appropriate party at the address below:

Board of Education  
c/o Superintendent of Schools  
1100 Linn Street  
Atlantic IA 50022

Atlantic School District Employees Assoc.  
c/o The Association President  
1100 Linn Street  
Atlantic IA 50022

G. Signature Clause

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators this 10th day of May, 2011.

ATLANTIC SCHOOL DISTRICT  
EMPLOYEES ASSOCIATION

ATLANTIC COMMUNITY SCHOOLS

By: Jerry Jensen  
Association President

By: Phillip Hunsell  
Board President

Attest:

By: Jerry Jensen  
Assoc's Chief Negotiator

By: Mary Beth Fast  
Board's Chief Negotiator

|                          | <b>Head Maint.</b> | <b>Night</b> | <b>Day</b> | <b>Special/Grnds</b> |
|--------------------------|--------------------|--------------|------------|----------------------|
| Step                     |                    |              |            |                      |
| 1 (First Year-Partial)   | 14.24              | 13.35        | 13.24      | 13.50                |
| 2 After 1 (partial) Year | 14.64              | 13.75        | 13.64      | 13.89                |
| 3 (2-3 Years)            | 15.03              | 14.14        | 14.03      | 14.28                |
| 4 (4-6 Years)            | 15.43              | 14.54        | 14.43      | 14.68                |
| 5 (7-9 Years)            | 15.82              | 14.93        | 14.82      | 15.07                |
| 6 (10 - 14 Years)        | 16.22              | 15.33        | 15.22      | 15.47                |
| 7 (15 Years & Over)      | 16.61              | 15.72        | 15.61      | 15.86                |

|                          | <b>Bus<br/>Asst Mech</b> | <b>Bus<br/>Route Drivers</b> | <b>Bus<br/>Activity<br/>Drivers</b> | <b>Bus<br/>Activity Wait</b> |
|--------------------------|--------------------------|------------------------------|-------------------------------------|------------------------------|
| Step                     |                          |                              |                                     |                              |
| 1 (First Year-Partial)   | 14.24                    | 1,130                        | 14.12                               | 10.00                        |
| 2 After 1 (partial) Year | 14.64                    | 1,161                        | 14.51                               | 10.00                        |
| 3 (2-3 Years)            | 15.03                    | 1,192                        | 14.90                               | 10.00                        |
| 4 (4-6 Years)            | 15.43                    | 1,223                        | 15.29                               | 10.00                        |
| 5 (7-9 Years)            | 15.82                    | 1,254                        | 15.68                               | 10.00                        |
| 6 (10 - 14 Years)        | 16.22                    | 1,286                        | 16.07                               | 10.00                        |
| 7 (15 Years & Over)      | 16.61                    | 1,317                        | 16.46                               | 10.00                        |

|                          | <b>Aides</b>   | <b>Aides</b>         | <b>Aides</b>   | <b>Attend/Guid</b> | <b>Bldg</b>      |
|--------------------------|----------------|----------------------|----------------|--------------------|------------------|
|                          | <b>S&amp;P</b> | <b>Class 1-Cert.</b> | <b>Class 2</b> | <b>Secretary</b>   | <b>Secretary</b> |
| Step                     |                |                      |                |                    |                  |
| 1 (First Year-Partial)   | 12.35          | 11.90                | 11.45          | 11.69              | 12.63            |
| 2 After 1 (partial) Year | 12.75          | 12.30                | 11.85          | 12.09              | 13.03            |
| 3 (2-3 Years)            | 13.14          | 12.69                | 12.24          | 12.48              | 13.42            |
| 4 (4-6 Years)            | 13.54          | 13.09                | 12.64          | 12.88              | 13.82            |
| 5 (7-9 Years)            | 13.93          | 13.48                | 13.03          | 13.27              | 14.21            |
| 6 (10 - 14 Years)        | 14.33          | 13.88                | 13.43          | 13.67              | 14.61            |
| 7 (15 Years & Over)      | 14.72          | 14.27                | 13.82          | 14.06              | 15.00            |

|                          | <b>Cafeteria</b> | <b>Cafeteria</b>     | <b>Cafeteria</b>  | <b>Cafeteria</b> |
|--------------------------|------------------|----------------------|-------------------|------------------|
|                          | <b>Head Cook</b> | <b>Cashier/Bkkpr</b> | <b>Bus Driver</b> | <b>Workers</b>   |
| Step                     |                  |                      |                   |                  |
| 1 (First Year-Partial)   | 12.00            | 10.98                | 13.03             | 10.39            |
| 2 After 1 (partial) Year | 12.40            | 11.38                | 13.43             | 10.79            |
| 3 (2-3 Years)            | 12.79            | 11.77                | 13.82             | 11.18            |
| 4 (4-6 Years)            | 13.19            | 12.17                | 14.22             | 11.58            |
| 5 (7-9 Years)            | 13.58            | 12.56                | 14.61             | 11.97            |
| 6 (10 - 14 Years)        | 13.98            | 12.96                | 15.01             | 12.37            |
| 7 (15 Years & Over)      | 14.37            | 13.32                | 15.40             | 12.76            |