

INDEPENDENCE COMMUNITY SCHOOL DISTRICT

Independence, Iowa

MASTER CONTRACT

Agreement Between

**Independence Educational Support Personnel
(Custodians)**

and the

Board of Education

July 1, 2011 – June 30, 2013

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ARTICLE I AGREEMENT

Whereas the Independence Educational Support Personnel and the Board of Education of the Independence Community School District have reached certain understandings, which they desire to confirm in this Agreement, the parties hereto agree as follows:

ARTICLE II RECOGNITION

A. UNIT

The Board hereby recognizes the Independence Educational Support Personnel as the exclusive bargaining representative for the employees of the Independence Community School District as set forth in the Public Employment Relations Board (PERB) Order of Certification in Case Number 8192 issued on the 30th day of March, 2010.

B. DEFINITIONS

1. The term "Board," as used in this Agreement, shall mean the Board of Education of the Independence Community School District or its duly authorized representatives.
2. The term "employee," as used in this Agreement, shall mean all persons included in PERB Order of Certification in Case Number 8192 as amended.
3. The term "Association," as used in this Agreement, shall mean the Independence Educational Support Personnel or its duly authorized representatives.

ARTICLE III GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A grievance is a claim by an employee, or group of employees, within the bargaining unit or Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

2. Grievant

A “grievant” is that person or persons or the Association making the claim.

B. PROCEDURE

1. Informal Procedure

In the event an employee or employees believe there is basis for a grievance, the employee or employees shall first orally discuss the proposed grievance with their immediate supervisor. If the Association is the grievant, a representative of the Association shall discuss the proposed grievance with the Superintendent.

2. Formal Procedure

If the Association is the grievant, and the oral discussion fails to resolve the proposed grievance, the Association shall proceed with Step Two of the Grievance Procedure, using the form set forth in Appendix A, which shall be signed by the Association Grievance Chair or President. If an employee or employees are the grievants, and if the oral discussion fails to resolve the proposed grievance, the following formal Grievance Procedure shall be followed, using the form set forth in Appendix A, which shall be signed by the grievant or grievants. The grievance form shall be available in the principal’s office or through the Association.

a. Step One

The grievant shall file the signed grievance form with his/her building principal within fifteen (15) school days of the alleged occurrence or within fifteen (15) school days of the time when the grievant, in the exercise of due care could reasonably have learned of the alleged occurrence. The grievant shall obtain the signature of his/her building principal on a copy of the grievance form, which copy shall be filed by the grievant with the Superintendent or his/her designee. The grievance form must be dated and state the nature and date of the occurrence giving rise to the grievance, the specific provisions of the Agreement violated, misinterpreted, or misapplied and a specific remedy requested. The building principal shall, within ten (10) school days of receipt of the grievance, indicate the disposition of the grievance in writing and a copy thereof shall be delivered to the grievant and to the Association.

b. Step Two

If the grievant is not satisfied with the building principal’s disposition of the grievance, or if no written disposition was made within the allowed ten (10) school days, a copy of the written grievance and a copy of the building principal’s disposition, if any, shall be filed by the grievant with the Superintendent within five (5) school days of said disposition or within fifteen

(15) school days of the original filing date, whichever shall be later. Within five (5) school days of the receipt of the grievance, the Superintendent shall meet with the grievant and discuss the grievance. Within ten (10) school days of said meeting, the Superintendent shall have delivered to the grievant and to the Association the written disposition of the grievance.

c. Step Three

If the grievant is not satisfied with the Superintendent's disposition, or if no disposition has been made by the Superintendent within ten (10) school days of the meeting, the grievant and the Association shall meet within five (5) school days of the disposition of the grievance to discuss the merits of submitting the grievance to arbitration. If the Association determines that the grievance is meritorious, the Association may submit the grievance to arbitration within five (5) school days after said meeting. Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association 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 obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of five (5) arbitrators. Within five (5) days of receiving the list, the parties shall meet and shall determine by lot which party shall have the right to remove the first name from the list. Thereafter at said meeting, the party having the right to remove the first name shall do so and the parties shall thereafter alternate in removing names from the list until one name remains. The person whose name remains shall be the arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association to hold hearings promptly and shall issue his/her decision no later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. All costs for arbitration shall be borne equally by both parties, with the exception that each party shall be responsible

for any costs incurred or related to the respective parties' participation in arbitration. However, any costs incurred because of a witness' participation in arbitration, including the cost to the school district for providing substitutes for employee witnesses, shall be borne equally by both parties.

3. If any employee files any claim or complaint in any forum other than the grievance form set forth in this Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.
4. **Right to Representation**
A grievant may be represented at all formal stages of the Grievance Procedure by legal counsel of grievant's choice and by a representative of the Association chosen by the grievant.
5. **Meetings and Hearings**
All meetings and hearings conducted in the formal steps of the Grievance Procedure shall be conducted in private and shall include only the grievant, the grievant's representatives, the appropriate representatives of the Public Employer, and witnesses called by either party to the meeting or hearing.
6. **Year-End Grievance**
In the event a grievance is filed at such time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, the time limits set forth herein shall be reduced in such fashion so that the Grievance Procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter. The grievant and the Board or its designee may agree to adhere to the time limits set forth in the formal Grievance Procedure in spite of the fact that the procedure cannot be completely processed by the end of the school year.

ARTICLE IV ACCESS TO MEMBERS

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Any person outside the official membership of the bargaining unit shall conduct his or her business before or after the regular workday as outlined in the contract.

ARTICLE V NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at 1207 First Street West, Independence, Iowa 50644
2. If by Board, to current IESP (Custodians) president, ISEA Regional Office, 3356 Kimball Ave., Suite 100, Waterloo, IA 50702.

ARTICLE VI PAYROLL DEDUCTIONS

A. AUTHORIZATION

Any employee who is a member of the bargaining unit may sign and deliver to the Board a written assignment (See attached Appendix C) authorizing payroll deductions of professional dues and other current authorized payroll deductions. Any employee wishing to stop any of the deductions provided for in this section must deliver to the Board a written direction to that effect by the 10th day of the first month in which the deduction is to be stopped.

B. DUES DEDUCTION

Pursuant to said written agreement, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of employee each month for ten (10) months, beginning in September and ending in June of each year. Employees who begin dues deduction after September shall have the total dues prorated on the basis of remaining months of employment through June. For purposes of this Article, the word "dues" does not include the collection of initiation fees, special assessments, back dues, fines or similar items. The Board shall transmit to the Association the total monthly deduction for Association dues within fifteen (15) calendar days after each monthly deduction.

C. DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board on a form provided by the Board. A copy of the revocation shall be delivered to the Association within five (5) calendar days

following the filing of said revocation. No such written assignment may be amended or changed to any extent, except for revocation as above, after the initial filing, with the exception of annuities. Any person who has a tax sheltered annuity in effect during the contract year may raise or lower his or her contribution by notifying the Business Office no later than the tenth (10th) day of any month for which he/she wishes to make the change.

D. INDEMNIFICATION

The Association agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any claims, costs, suits or other forms of liability and all court costs and attorneys fees arising out of the application of the dues deduction portion of the agreement between the parties for payroll deductions.

**ARTICLE VII
INDIVIDUAL CONTRACTS**

Contracts with classified personnel shall be in writing. Any such contract shall be consistent with the terms and conditions of this agreement.

**ARTICLE VIII
SEPARABILITY AND SAVINGS CLAUSE**

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. The Board and the Association shall meet and attempt to agree on a replacement provision to replace that deemed invalid and not subsisting, but shall be under no binding obligation to reach agreement thereon, and any failure so to agree shall not amount to an impasse so as to require implementation of an impasse procedure in the law or in any agreement between the parties for the duration of the present agreement. All other provisions or applications of this Agreement shall continue in full force and effect.

**ARTICLE IX
DURATION**

This Agreement shall be effective as of July 1, 2011, and shall remain in effect until June 30, 2013. Either party to this Agreement may notify the other party in writing of any provisions of

this Agreement that said party wishes to amend or modify and any deletions or additions thereto which said party wishes to enter negotiations in the coming contract period. This Agreement shall automatically continue in force and effect for an equivalent duration period for any items not specifically included in said notice.

ARTICLE X WAGES

A. Wages Rates

For the 2011-2012 contract year, the hourly wage of each employee shall be \$.20/hour higher than his/her current wage for the 2010-2011 contract year. For the 2012-2013 contract year, the hourly wage of each employee shall be \$.30/higher than his/her current wage for the 2011-2012 contract year.

B. Initial Wage

No new hire shall be granted a wage higher than that of a current employee with equivalent experience and training.

C. CAREER INCREMENT

A career increment of \$.05 per hour will be earned after completion of the 13th year of continuous experience, an additional \$.10 per hour after completion of the 16th year of experience, an additional \$.10 per hour after completion of the 19th year, and additional \$.15 per hour after completion of the 22nd year, an additional \$.15 per hour after completion of the 25th year, an additional \$.20 after completion of the 28th year, and an additional \$.20 per hour after completion of the 31st year. Regardless of the hire date in the first year, that year will count as one year for purposes of career increment benefits only. Unpaid leaves of absence do not break years of continuous service for the purpose of career increments, however they do not count as time worked so that an unpaid leave of over ½ a contract period would not count as a year for career increment purposes.

D. METHOD OF PAYMENT

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. Employees shall receive their check at their regular building on regular school days.

2. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

3. Summer Checks

Summer checks, other than twelve month employees, shall be mailed to the address designated by the employee in writing.

4. Direct Deposit

Direct deposit is mandatory for all new employees to have their checks deposited in the bank of their choice.

**ARTICLE XI
SUPPLEMENTAL PAY**

A. OVERTIME PAY

No employee is authorized to work overtime hours without prior approval from his/her immediate supervisor. Overtime shall be defined as all hours worked in excess of forty (40) in any week or eight (8) hours in any day. All paid leave does not count as hours worked.

**ARTICLE XII
INSURANCES**

A. HOSPITAL/MEDICAL

The Board shall pay eight hundred seventy five (\$875.00) per full-time employee toward the payment of premiums for Hospital, Medical, Surgical and Major Medical and In and Out Diagnostic insurance. The employee shall be responsible for the remainder of any premiums for such coverage. Coverage shall be for the duration of employment. The Board shall have the right to choose the carrier for the above coverage. Employees shall be covered, if application is made timely, on the first of the month following the first full month of employment. Coverage shall cease upon the last day of the first full month following the last payday. At the conclusion of the Board's contribution, medical insurance benefits may be continued (at the employee's expense) subject to the conditions and regulations of the carrier. Full time employees are those who are contracted for thirty (30) hours or more per week for insurance purposes only.

B. LIFE

The Board shall pay the full premium per month per full-time employee for Life, Accidental Death and Dismemberment (\$50,000.00) and Long-Term Disability (70% of total contract salary – qualifying two (2) months).

C. DENTAL AND VISION

Full time employees shall be given the opportunity to purchase dental and vision insurance at their own expense.

**ARTICLE XIII
LEAVES**

- A. For new employees who start after the commencement of the normal contract year, all leave will be prorated based on the number of days left in the normal contract year of said employee's employment category.

Starting Month	Percent of Leave
July, August, September	100%
October, November, December	75%
January, February, March	50%
April, May, June	25%

For currently contracted employees all leaves are available on the initial day of the contract year. However, should employment terminate prior to the end of the contract year, all leave will be prorated based on the number of days worked. Any leave taken in excess of the prorated amount will be reimbursed to the district as a deduction from the employee's last paycheck.

B. ANNUAL SICK LEAVE

All employees shall be granted leave for personal illness, injury, or medical appointments which cannot be scheduled outside of the normal work day, with full pay at the rate of fifteen (15) days per year beginning with the first official day of the work year whether or not the employee reports for duty on that day.

C. UNUSED SICK LEAVE

Days are accumulated to a maximum limit of ONE-HUNDRED FIFTEEN (115) days.

D. PERSONAL LEAVES

Each year, full time employees shall be granted three days of personal leave. Leave requests may be denied if too many employees request to be absent at the same time, or on the same day. In such instances, leave will be granted on a first-come first-serve basis. Upon request, an exception may be granted at the discretion of the Superintendent of Schools. When the Superintendent of Schools uses his/her discretionary authority, the related decisions cannot be grieved.

E. LEAVE FOR IMMEDIATE FAMILY ILLNESS

Employees shall be granted leave at full pay for illness in the immediate family not to exceed a total of three (3) days per year. Employees may trade one sick leave day for an additional family illness day. Total number of additional family illness per year will be limited to three (3). Leave for immediate family illness shall not be deducted from any accumulated sick leave. The immediate family shall be defined as: the employee's wife, husband, sons, daughters, step-children, foster children, mother, father, step-mother, step-father, and any of the following who reside with the employee: brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. In the event that any of the foregoing relatives are hospitalized, the employees shall be granted said leave whether or not that relative resides with the employee.

F. FUNERAL LEAVE

Employees shall be granted a total of five (5) days leave without loss of salary for the death of the employee's spouse, child, step-children, foster children, parents, step-mother, step-father, or any other member of the immediate household. Employees shall be granted a total of three (3) days leave without loss of salary for the death of an employee's brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Employees shall be granted a single day per year for the death of a relative not covered above or for the death of a friend. The funeral leave allowed herein shall not be deducted from any accumulated sick leave.

G. JURY DUTY

Employees required by law to appear for jury duty shall suffer no financial loss because of such absence, and the difference between their normal salary and the compensation received for jury duty shall be paid to the employee by the Board. Employees, when excused from jury duty, shall return to work unless excused by the Principal.

H. LEAVE FOR ASSOCIATION CONVENTIONS

A maximum of one (1) day per year shall be available to the Association for representatives of the Association to attend state or national conferences and conventions. The representatives appointed by the Association to use said one (1) days shall suffer no loss of pay therefore.

I. ABSENCE WITHOUT PAY

Absence without pay may be authorized by the Superintendent for purposes he/she considers urgent and necessary. Other applicable leaves must be exhausted for absence without pay to be considered. For such absences, deductions from the employee's pay will be made in accordance with the school district's pay deduction regulations. The employee shall make application for such authorization in advance of the occurrence. Involuntary absence not heretofore provided for may be excused by the Superintendent. The employee shall make application to the Superintendent as soon as possible for such absence, and deductions in pay shall be made unless such deduction is specifically waived by the Superintendent. The granting or denial of this leave is not grievable.

J. CHILDBEARING

1. Paternity Leave

For the purpose of caring for a newborn infant, the employee-father shall be granted three (3) days leave without loss of salary. Such leave shall normally be subsequent to the birth of the employee's child and taken within the first five (5) days of birth.

2. Adoption Leave

For the purpose of caring for a newly adopted child, employees shall be granted three (3) days leave without loss of salary. Such leave shall normally be when the child is physically turned over to the employee-parent and taken within first five (5) days of custody.

K FAMILY MEDICAL LEAVE

The Family and Medical extended leave provision shall be in addition to, shall enhance, and in no way shall reduce or adversely impact any other leave provisions in the Agreement.

L. PAID HOLIDAYS

Employees that receive a twelve (12) month contract will receive the following paid holidays:

July 4th
Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Good Friday
Memorial Day

Employees that receive a contract for less than twelve (12) months will receive holiday pay for the holidays that are inclusive of their contracts.

Employees who work eight (8) hours per day will receive the Friday after Thanksgiving Day as a paid holiday.

M. VACATIONS

Twelve month, full time, forty (40) hours or more per week employees are entitled to ten (10) days vacation with pay. Vacation days may be carried over from one year to the next, but the days carried over must be used before December 31st. Any vacation days carried over to the following year and not used by December 31st shall be considered lost. After completion of ten (10) years of continuous employment, full year employee will receive one additional day of vacation for each additional full year up to year twenty for a total of twenty (20) days. For new employees who start work after the beginning of the normal contract year, vacation days will be prorated based on the number of work days remaining in the employee's normal contract year. For currently employed personnel, vacation days are available as of the commencement of the contract year. However, should employment terminate prior to the end of the normal contract year, vacation days shall be prorated based on the number of days worked and any vacation taken in excess of this proration will be reimbursed to the district from the employee's last pay check. See attached Memorandum of Understanding.

N. UNITS OF LEAVE ALLOWED

The smallest portion of a day that may be used for leave purposes is one fourth (1/4) day. For a full time employee, any leave used that was two (2) hours or less would be assessed as ¼ day; two to four hours would result in a ½ day assessment and so on. Employees who work less than an eight (8) hour day will be prorated on increments of leave.

For example:

6 hour employees -- 0-1 and ½ hours = ¼ day
1 and ½ - 3 hours = ½ day

O. DEFINITIONS OF A DAY

A day of leave for each employee is based upon the actual number of hours per day for which the employee is contracted.

**ARTICLE XIV
EMPLOYEE WORK YEAR**

Custodial staff work year runs from July 1 to June 30.

**ARTICLE XV
EMPLOYEE HOURS**

A. LENGTH OF DAY

The administrator shall determine all hours, starting and stopping time and the assignment of employees during those hours to insure and maintain the service necessary and essential to the functioning of the District.

B. IMMEDIATE SUPERVISOR'S DISCRETION

The immediate supervisor may allow employee's attendance other than that set forth above upon request and for good cause shown. Any discretion exercised by the immediate supervisor in this fashion shall not be subject to the Grievance Procedure.

C. LATE STARTS AND EARLY DISMISSALS

When there is a late start or early dismissal due to weather or other emergency situation, arrival and departure times for custodial personnel shall give due consideration to the safety of the employees.

D. LUNCH

Employees who are contracted for 5.0 hours or more per day shall be afforded a twenty-five (25) minute paid lunch period.

**ARTICLE XVI
HEALTH PROVISIONS**

All new employees are required to provide evidence of fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's choice within thirty (30) days of initial employment attesting to the employee's fitness. The statement shall be on the form provided by the Board. The Board shall pay to the employee up to sixty dollars (\$60.00) of the cost of such examination upon presentation to the Board by the employee the paid receipt of the examining physician. Thereafter, and during the course of the employee's employment in this District, the Board may require a subsequent examination when, in its sole judgment, such an examination is relevant to an employee's performance or status, and the Board may require a statement from the examining physician that the employee is fit to perform the duties assigned, including, but not limited to, an examination and medical statement of an employee returning to work from extended leave, maternity leave or sick leave. The examining physician conducting the subsequent examination requested by the Board shall be selected by the Board, and the Board shall pay the cost of such examination to the extent actually requested by the Board.

**ARTICLE XVII
EMPLOYEE EVALUATION PROCEDURES**

A. INFORMED OF EVALUATION PROCEDURES

Within six (6) weeks after the beginning of the school year employees shall be acquainted by the supervisor with the evaluation procedures to be observed. A new employee or an employee reassigned after the beginning of the school term shall be notified by the appropriate supervisor of the evaluation procedures in effect. Such notification shall be within six (6) weeks of the first day in the new assignment.

B. FIRST TWO YEARS OF EMPLOYMENT

The performance of new employees in their first year in the District shall be formally evaluated two (2) times and all other classified employees, a minimum of once every year or as deemed practical and necessary by the supervisor or his/her representative.

C. FORMAL EVALUATION

The evaluator and the employee shall meet at a mutually agreeable time within ten (10) working days following any formal evaluation. Both parties shall sign a written evaluation and a signed copy shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of content. The employee shall have the right to submit an explanation or other written statement regarding any evaluation in his/her personnel file. Any written statement by the employee shall be made within ten (10) working days of the evaluation conference.

D. COMPLAINTS

Nothing in this Article is to be construed as precluding evaluation of employees by informal evaluation or observation or by any other means deemed appropriate by the Employer provided, however, that any complaints directed toward an employee which are placed in the employee's personnel file are to be promptly called to the employees' attention.

E. GRIEVANCE OF EVALUATION

An employee who has been evaluated has the right to grieve such evaluation, if the overall evaluation is rated as "needs improvement" by the Employer, and only if an adverse employment action has occurred (defined as a suspension or termination).

ARTICLE XVIII
VOLUNTARY TRANSFER PROCEDURE

Requests for change or transfer to a different assignment or building shall be filed with the Superintendent in writing on the form provided by the Board. Requests for change or transfer may be filed at any time during the fiscal year covered by this agreement. At a minimum, the Superintendent or Superintendent's designee shall post in all known classified staff vacancies at the Central Administration Office as well as on the district website with notification to District employees through District email. Said posting shall list the job classification, contracted hours, and building of said vacancies. Request for change or transfer filed during the previous fiscal year shall not be considered for vacancies occurring during this fiscal year unless refilled in the current fiscal year. The Board shall defer action as to each posted vacancy until after the period of five (5) school days has elapsed after the posting, except in cases where the vacancy actually occurs prior to the end of said five (5) day period. The action of the Board as to each posted vacancy shall likewise be posted on the District website.

ARTICLE XIX
INVOLUNTARY TRANSFER PROCEDURE

In the event that the Superintendent has determined that a vacancy shall be filled by a transfer of an employee other than from a request on file pursuant to Voluntary Transfer Procedure in Article XVII, or in the event that the Superintendent shall determine that any other change or transfer in assignment or building is necessary, the Superintendent shall notify the transferee of its intended action within three (3) calendar days of its decision. Thereafter, the transferee, may within three (3) working days, request in writing a hearing before the Board. If a hearing is requested, it shall be held prior to any final action by the Board on the transfer. The decision of the Board after said hearing shall be final and not subject to the grievance procedure.

ARTICLE XX
STAFF REDUCTION

- A. Coverage.
All bargaining unit members shall be subject to this Article.
- B. Notification.
 - 1. When a position is to be eliminated, and the District has determined that a staff reduction is necessary, it will notify the association and the affected employee in writing and the position(s) to be affected as soon as practical. This notification may be delivered in person by the Superintendent, his/her designee, or by certified mail.
- C. Procedure.
 - 1. Reductions shall occur by job classification. For the purposes of staff reduction in the custodial unit, all employees in this bargaining unit shall be determined to be in a custodial classification.
 - 2. The Board shall determine the least senior employee in the category to be reduced.
 - a. Based upon the date the Board approved a person for hire in the District (last hired, least senior).
 - b. Seniority equals the number of continuous years, months, weeks, and days of employment within the district.

- c. In the event that two or more employees are tied as least senior after applying steps 2a and 2b, the employee who has the least amount of full-time employment in the district will be considered to be the least senior employee. Full-time equals forty (40) or more contracted hours per week. (Employment as a substitute does not count toward seniority).
- d. If after step 2c there are still two or more employees who are tied at least senior, the school administration will make an evaluative decision of those least senior employees in order to determine who will be reduced.
- e. An employee reduced through seniority has the option of displacing the least senior person with equivalent hours. If there is no employee with equivalent hours, the employee may displace the least senior person with the next lower level of hours. In both reductions and in recalls, however, there will be no displacement rights between job classifications.

D. Seniority.

- 1. For the purpose of this Article all employees will have their seniority computed as years of experience from their most recent date of hire with the District. When two or more employees have the same Board date of hire in the District, the employee who signed his/her contract first as determined by the date on the contract shall be deemed most senior. If seniority can still not be determined, the employee with the greater percentage of a full-time contract (40 hours per week) will be deemed most senior. If the percentage of contract is the same lots shall be drawn to determine the least senior employee.
- 2. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or during layoff, but such time will not be counted in computing seniority.
- 3. No later than September 30 of each year, the Superintendent or his/her designee will provide the Association with a list showing the seniority of each employee employed by the Board in his/her area of assignment and will, thereafter, notify the Association of any changes in said list on or before the following dates: January 15 and April 15.

E. Recall.

- 1. If there is a vacancy in the Independence Community School District, employees terminated pursuant to this Article who were reduced from the employment

category in which the vacancy occurs shall be recalled in reverse order of lay-off, with the most senior employee recalled first.

2. Notice of recall will be given by certified mail to the last address given to the Board by the employee in writing or in person. A copy of the notice of recall will be given to the Association. An employee must respond by certified mail which must be postmarked within five (5) calendar days after receipt of the above notice of recall or in person within five (5) calendar days. Upon failure to reply the employee will be deemed to have refused the position offered and shall be dropped from the recall list and recall rights shall be terminated.
3. An employee shall remain eligible for notice of recall for two (2) years from the effective date of termination. Such notification shall be given by certified mail.
4. Employees terminated pursuant to this Article shall receive no insurance benefits at Board expense during that status, but may elect to continue insurance benefits by paying the premiums themselves, directly to the carrier, contingent upon approval of said procedures by the respective insurance carriers.
5. All benefits to which an employee was entitled at the time of their layoff, including seniority, will be restored to the employee upon their return to active employment and the employee will be placed on the proper step of the wage schedule for the employee's current position according to the employee's experience in the District and education. Additionally, the employee shall have their sick leave accumulation restored.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representative president, all on the

23rd day of May, ²⁰¹¹~~2010~~

INDEPENDENCE EDUCATIONAL SUPPORT
PERSONNEL (CUSTODIANS)

Brian Swarts

By Brian Swarts, IESP Representative

Shelly Staker

By Shelly Staker, Chief Negotiator

INDEPENDENCE COMMUNITY
SCHOOL DISTRICT

Dawnye Sturtz

By Dawnye Sturtz, Board President

Jean Peterson

By Jean Peterson, Superintendent
of Schools

Lynnette Engel

By Lynnette Engel, Director of
Finance/Board Secretary

Wilford H. Stone

By Wilford H. Stone, Chief Negotiator

**APPENDIX A
GRIEVANCE REPORT**

Full size form available on District Website

Independence Community School District

No. _____

Building _____

Date Filed

Name of Aggrieved Person

STEP ONE

A. Date violation occurred _____

B. Section(s) of contract violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Date

Signature

E. Disposition by

Immediate Supervisor* _____

Date

Signature

*If additional space is needed, attach additional sheets.

STEP TWO

A. _____

Signature of Aggrieved Person

Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Date

Signature of Superintendent or Designee

STEP THREE

A.	_____	_____
	Signature of Aggrieved Person	Signature of Association President
B.	_____	_____
	Date Submitted to Arbitration	Date Received by Arbitrator
C.	Disposition and Award of Arbitrator _____	

	_____	_____
	Date of Decision	Signature of Arbitrator

*If additional space is needed, attach additional sheets.

NOTE: All provisions of Article III of the Agreement, Date _____,

20_____ shall be strictly observed in the settlement of grievances.

APPENDIX B

SICK LEAVE FAMILY ILLNESS TRANSFER REQUEST

Form available on District Website

I hereby request transfer of one personal illness sick leave day from my accumulated sick leave to immediate family illness leave for the following day:

____/____/____

Month Day Year

Maximum number of days to transfer cannot exceed three (3) in any given year.

NOTE: All provisions of Article XV of the Agreement shall be observed.

*Please attach this request form to your absent report prior to sending to Central Office.

Employee's Signature

____/____/____

Date

Superintendent's Signature

____/____/____

Date

APPENDIX C
Independence Community School District
1207 First Street West
Independence, Iowa 50644

Payroll Deduction Authorization for Education Association Dues

TO: *Administration Office, Independence Community School* Date: _____

I hereby request and authorize the Board of Education of the Independence Community School District as my remitting agent to deduct the following education association dues from my earnings. It is understood that the total dues deduction be divided into ten (10) equal installments with the first deduction occurring on September 20, or upon my first pay day if later, and the last on the following June 20. This form must be filed with the Secretary of the Board of Education by September 10 of the current school year, or by the 10th day of the month immediately following initial employment. I understand that this payroll authorization will not be altered during the course of the fiscal year, but the same may be revoked by me at any time by thirty (30) days written notice to the Secretary of the Board of Education.

My education association dues are as follows:

NEA Dues.....	\$ _____
ISEA Dues.....	\$ _____
Uniserv Support (NEIEU).....	\$ _____
Local dues.....	\$ _____
ISEA PAC.....	\$ _____
NEA FCPE (Children's Fund).....	\$ _____
ISEA Scholarship.....	\$ _____
TOTAL.....	\$ _____

It is further understood that the Independence Community School District does not assume any responsibility for the accuracy of the amounts shown for dues as outlined above. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes.

Building Assignment

Print Name

Employee's Signature

PLEASE RETURN THIS FORM TO IESP MEMBERSHIP CHAIR

FOR ADMINISTRATION OFFICE ONLY

\$ _____ 10 PAY PERIODS = \$ _____ MONTHLY

IESP Membership Chair Signature

Director of Business Affairs

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDEPENDENCE COMMUNITY SCHOOL DISTRICT AND THE INDEPENDENCE EDUCATIONAL SUPPORT PERSONNEL (CUSTODIANS)

Article XIII, paragraph M, VACATIONS, of the current collective bargaining agreement (page 19) states that only "twelve month full-time forty(40) hour or more per week employees are entitled to ten (10) days vacation with pay."

The parties have learned that for several years, at least two custodians who only work 4 to 5 hours per week (Mary Meister and Michelle Kuper), have nonetheless been granted the same vacation benefits as twelve month full time forty (40) hours or more per week employees, even though they do not qualify under the existing collective bargaining agreement between the parties.

The parties have agreed to permit Ms. Meister and Ms. Kuper to continue to receive vacation benefits while employed at the District.

This Memorandum of Understanding only applies to the facts of this case, does not establish a past practice, and cannot be used in any future grievance or interest arbitration proceedings.

Jan Peterson
District

5/24/11
Date

Shelly Staker
Association

5-24-11
Date