

Moravia Community
School District

Master Contract with

Laborers International Union
of North America,
Local 566

2011-12

July 1, 2011 – June 30, 2012

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Article I : Preamble. The Moravia Community School District and Laborers' Local 566 agree as follows:

Article II : Recognition.

- A. The Moravia Community School District is recognized as a public employer governed by the elected Board of Directors.
- B. The Administrators are recognized as the agents of the Board empowered to manage the operations of the School District according to policies established by the Board of Directors.
- C. The Laborers International Union of North America, Local 566, as determined and ordered by the Public Employment Relations Board is recognized as the exclusive bargaining representative for all full and regular part time regularly employed Bus Drivers, Janitors, Cooks, Teacher Associates and Secretaries

Article III : Definitions.

- A. The term "Board", "Employer" or "District" as used in this Agreement shall mean the Moravia Community School District as governed by its Board of Directors, its authorized representatives or agents.
- B. The term "Union" as used in this Agreement shall mean Laborers' Local 566 the certified representative of the bargaining unit as certified by the Iowa Public Employment Relations Board (PERB), its authorized representatives or agents.
- C. The term "Employee" as used in this agreement shall mean all employees in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) on January 14, 2009, Case No. 8059. The job titles listed in the certification include janitors, cooks, bus drivers, secretaries and teacher associates employed by the Moravia Community School District.

Article IV : Dues Deduction.

- A. An employee may sign and deliver to the District Business Manager authorization for payroll deduction of Union dues. Authorization cards must be received by the Employer by the first day of September for deduction to begin with the September paycheck. No authorizations will be accepted after the first day of September except for new employees. New employees hired after the start of the normal work year may sign and deliver an authorization for deduction of Union dues during the Employee's initial year of employment and deductions shall commence monthly thereafter if the Employee provides the written authorization to the business office a minimum of twenty days prior to the date of monthly payroll. Authorizations are revocable upon thirty days notice.
- B. Regular Deductions. Pursuant to a deduction authorization, the Board shall deduct one-ninth of the total dues from the regular check of the employee each

month for nine months beginning in September and ending in May of each year. Employees who start after September 1st shall have their dues deductions prorated monthly through May. The Business Manager shall send total dues deducted to the Union monthly along with a list of employee names and amounts of dues deducted per employee.

- C. Deductions Defined. The Board will deduct regular dues only and not special assessments, back dues, fines or similar items.
- D. Hold Harmless. The Union agrees to indemnify the District, the Board, each individual Board Member and all administrators and employees against any and all claims, suits or other forms of liability arising out of the provisions in this agreement between the parties for dues deduction.

Article V : Grievance Procedure.

- A. Definition. A “grievance” shall mean a claim that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement.
- B. Each employee shall have the right to present grievances in accordance with these procedures. A local Union steward may initiate and present a grievance on behalf of a named affected employee.
- C. The failure of an employee or the Union to act on any grievance within the prescribed time limit shall act as a bar to the grievance or any further appeal. An administrator’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.
- D. First Step. An attempt shall be made by the employee to informally discuss an alleged violation of the contract with the Superintendent
- E. Second Step. If the grievance is not resolved informally, the aggrieved employee may file a grievance in writing with the Superintendent. A written grievance must be filed within ten workdays following the occurrence of the event giving rise to the grievance. The written grievance shall state the factual basis for the grievance, shall note the specific section or sections of the agreement deemed violated and shall state the remedy requested. The Superintendent shall schedule a meeting with the grievant to be held within five workdays of receipt of the written grievance. The Superintendent shall respond in writing to the grievance within ten workdays after the meeting.
- F. Third Step. In the event a grievance has not been resolved at the Superintendent’s level, the aggrieved employee and the Union may submit a request in writing to the Superintendent within ten work days of receipt of the Superintendent’s

decision for the selection of an arbitrator to hear the grievance. The parties will attempt to mutually agree upon an arbitrator. If they cannot agree, either party may request the PERB to submit a list of seven arbitrators from which each party will alternately strike three names and the remaining listed person will serve as the arbitrator.

- G. The arbitrator shall render a binding decision within a reasonable period of time and within thirty calendar days if possible.
- H. The arbitrator's decision shall not amend, modify, nullify, ignore or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented for arbitration by the District and the Union and the decision must be based solely and only upon the interpretation of the meaning and application of the express, relevant language of the agreement.
- I. The cost of the arbitrator and expense of hearing shall be borne equally by the parties. Expenses incurred by either party in the preparation or presentation of the case shall be solely the expense of that party.
- J. In the event a grievance should arise during or be processed into summer vacation, "work days" shall be interpreted as weekdays, Monday through Friday.

Article VI :Hours.

- A. Workweek. The defined workweek shall begin at 12 am on Sunday night.
- B. Lunch. Employees working seven or more hours per day will receive a duty free unpaid lunch of at least 30 minutes.

Article VII : Transfers

- A. Definitions.
 - 1. Transfer. A transfer shall be defined as the movement of an employee from one bargaining unit position to another vacant bargaining unit position, i.e. "a vacancy".
 - 2. Vacancy. A vacancy is an open position that the Board desires to fill. The Board shall have the exclusive right to determine whether a vacancy exists, the configuration of the position to be filled and when to fill a vacancy.
- B. Posting. The Employer will post vacancies for one calendar week and email the notice to employee email addresses on file with the Superintendent. The Employer may consider all applicants for a vacancy, internal and external.
- C. The District may direct or approve transfers at its discretion.
- D. Employee applicants will be notified within 7 working days after the position is filled regarding the successful candidate.

- E. Reassignments. The Employer may reassign employees among filled positions in the District and such reassignments are not transfers.
- F. Realignment. The Employer may realign employees. The realignment of employees after staff reduction is not a transfer.

Article VIII : Staff Reduction Procedure.

- A. Reasons. The District may reduce staff for any reason at its discretion.
- B. Staff Reduction Classifications. Staff reduction classifications shall be as follows: janitors, cooks, bus drivers, elementary secretary, high school secretary, Superintendent's secretary and teacher associates.
- C. Process. The Employer will first attempt to utilize known attrition within a staff reduction classification prior to layoffs. The District will next select an individual for lay off within a classification considering the following factors:
 - a. Qualifications.
 - b. Work record/performance.
 - c. Experience/seniority.

The forgoing factors may not have equal importance in each case. If Administration deems two or more employees equal when considering the forgoing factors, the least senior employee will be laid off first. "Seniority" shall be defined as length of continuous service from the first day of employment with the District in a bargaining unit position. If seniority is tied, priority shall be determined by lottery draw.

- D. Notice. Administration will give Employees a minimum of two weeks notice prior to effective date of layoff.
- E. Recall. Laid off employees will have a recall right to a vacant position that the District desires to fill within the staff reduction classification from which reduced for one calendar year from last day at work prior to layoff. Employees will be recalled in inverse order of layoff. Laid off employees must keep the Employer informed of their current address, phone number and email address. Notice of recall will be by certified mail return receipt requested or at the Employer's option, another method with a confirmed acknowledgement from the Employee. An employee must accept or reject recall in writing or by email within seven calendar days. Rejection of recall terminates any further recall rights. A recalled employee will have seniority, sick leave and wage rate accrued to date of layoff restored upon recall.

Article IX : Leaves of Absence.

A(1)Personal Illness Leave.

1. Personal illness leave may be used for illness, injury or other medically related disability which renders the employee medically unable to work. Employees will be accorded 10 days of paid personal illness leave in their first year of employment. They shall be accorded 11 to 15 days of personal illness leave in their second through sixth years of employment and 15 days per year in each subsequent year.

Personal illness leave for part timers will be prorated. Five personal illness leave days per year may also be used for family illness requiring the employee's attendance. Family includes third degree of consanguinity or affinity to the second degree.

2. Maximum Accumulation. Personal illness leave may accumulate to a maximum of 90 days inclusive of the current year's allotment. Employees who have established a higher accumulation retains those days and each years allotment. Once their accumulated days fall under the 90 day maximum, 90 days will become their allotted maximum thereafter.

3. Notification. Employees should notify their supervisor as soon as possible if unable to report to work due to personal illness.

4. Worker's compensation/personal illness interplay shall be administered according to statute.

B. Personal Leave. Employees who work at least nine months per year may be allowed two days paid non-accumulative personal leave per year to accomplish personal business that cannot be conducted outside the work day. The Employee must submit a personal leave request two days prior to the requested leave. No leave will be granted on the day before or after a holiday or vacation or if it would fall on a special day when service is necessary or would cause undue disruption in the Superintendent's discretion. It is within the Superintendent's discretion to grant personal leave.

C. Bereavement Leave. Bereavement leave may be granted if approved by the Superintendent as follows: a maximum of seven days may be granted for the death of a spouse or child, a maximum of five days may be granted for the death of parents or spouse's parents and a maximum of three days may be granted for the death of a grandchild, sister, brother, grandparent, spouse's sister, brother or grandparent.

In the case of death of any other relatives or close friends one (1) day shall be granted for the attendance at the funeral. However, if a employee wishes to use additional bereavement leave for other relatives or close friends, any remaining unused personal business leave must be utilized for such purpose first then one (1) additional bereavement day will be granted per occurrence thereafter.

D. Jury Duty. If an employee is required to report for jury duty during work time or is subpoenaed to appear in any judicial or administrative proceeding, paid leave shall be granted. The employee shall remit juror service or witness fees to the District. The Employee may retain expense reimbursements received, i.e. parking, mileage, and me

Article X : Insurance.

A. "Group Health Insurance. Employees working forty hours a week and twelve months a year are eligible for participation in the District's health insurance program. The Board will pay not to exceed \$564.76 per month for the

provided single health insurance coverage (PPO 1500 plan) on behalf of eligible employees. The Employer may also provide the opportunity for eligible employees to participate in optional plans and will make the same contribution toward single coverage under such plans. Participating eligible Employees will pay any additional premium required toward the cost of the single premium under the base plan or any optional plan and for the family premium if elected through payroll deduction. If an eligible employee chooses to participate in a higher deductible plan than the base plan that costs less for the single premium than the contribution limit and such plan can be paired with an HSA (health savings account), the eligible Employee may direct the difference in the Employer contribution into an HSA if permitted by the Carrier.

- B. Red circled employees. Four unit employees will be deemed red-circled and allowed to participate in the District health insurance plan if approved by the carrier in 2010-11 and in the dental and life insurance benefits in paragraphs C and D below if approved by the carrier, i.e. Teresa Yelland, Judy Milleman, Marie Padget and Jane Gibb. Continued District contributions on behalf of these four individuals is conditioned upon each maintaining employment with the District of at least 30 hours per week and 180 days per year.
- C. Dental Insurance. The District will contribute \$165 per year toward group dental insurance for employees working forty hours per week and twelve months per year provided that insurance carrier minimum eligibility participation is met.
- D. Life Insurance. Employees working forty hours per week and twelve months per year shall be covered by a group term life insurance plan with a death benefit of \$15,000.

Article XI : Holidays and Vacations.

A. Vacations. Twelve month employees who have worked one year will receive 10 days of vacation beginning with their second year. Such employees will receive 15 days of vacation beginning with their sixth year of continuous employment. Vacation may not be carried over from one year to the next. An eligible employee who leaves in the middle of a year will receive prorated vacation.

B. Paid Holidays. Twelve-month employees will be paid for the following holidays if they fall on a normal work day: Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Years Day, and Memorial Day. Employees must have worked on the last scheduled work day before the holiday and must work on the first scheduled work day after the holiday to receive holiday pay. If the holiday falls on a weekend, the District will designate an alternate holiday on either the day before or after the weekend.

Article XII : Overtime.

No overtime will be allowed without the prior approval of the Superintendent. When work is authorized and required of an employee beyond forty hours in the work week and compensatory time is not given, overtime will be paid at the rate of time and a half. If an employee is accorded compensatory time, the employee will be granted one and one half hours of compensatory time for each overtime hour worked. Requested use of compensatory time will be administered consistent with the FLSA.

Article XIII : Wages.

- A. 2010-11 employees continuing in employment in 2011-12 will receive a total package increase of 3%. This is a total includes IPERS increase, insurance increase and wage increase. (Note: This, however, does not guarantee an individual the same assignment or hours assigned in 2011-12)
- B. Paychecks. Pay dates are monthly by check or direct deposit.

Article XIV : Health and Safety

All new employees are required to have a physical examination. The District will provide a physical form and the form shall be filed when the employee begins work. The District will reimburse the employee for up to sixty dollars for the cost of the physical not covered by District or personal insurance. The District may require subsequent physical examinations at its request or if required by the law. Physical examinations required by law will be reimbursed as above. The District will pay for physical examinations that it requires which are not required by law.

Article XV : Employee Work Provisions

- A. Teacher Associates. When a teacher associate is assigned to a particular student and that student is absent from school, the employee will be given the option of working duties as assigned by the District or leaving work and not being paid.
- B. Bus Drivers. Drivers who show up and have not been previously notified of regular or activity route cancellation will receive \$25 show up pay.
- C. Activity Routes. The District will strive to evenly distribute the opportunity to drive activity routes among drivers desiring the opportunity. Regular drivers shall have the opportunity to drive activity routes prior to assignment to substitutes. However, the District reserves the right to utilize non-unit drivers(for example coaches who drive) in lieu of assigning regular bus drivers.
- D. Building checks. Custodians who are assigned/required to do weekend building checks shall receive a minimum of one hour for each occurrence in a day.
- C. Drivers required to attend training for bus driver certificate renewal will be paid at the rate of \$10 per hour to a maximum of three hours. The District shall also pay

new drivers for up to twelve hours for obtaining their initial bus license at the rate of \$10 per hour.

- D. Teacher Associates as designated may be allowed to work a day prior to the student year and a day after the student year if their services are deemed necessary and consistent with budgetary considerations in the discretion of the Superintendent.

Article XVI : Union Activities

- A. Stewards. The Union may designate up to two stewards prior to the beginning of each school year.
- B. Representation. Before an employee is interviewed about a topic which could reasonably be expected to result in disciplinary action, the employee may request that a Union representative be present.

Article XVII : Separability

Should any article, section or clause of this Agreement be declared illegal by a Court or Agency of competent jurisdiction, then such article , section or clause shall be deleted from this Agreement to the extent it violates the law and all remaining articles, sections and clauses of this Agreement shall remain in full force and effect.

Article XVIII : Personnel Files. Employees shall have access to the contents of their personnel files and may obtain copies thereof consistent with Chapter 91B of the Iowa Code.

Article XIX : Duration. This agreement shall be effective beginning July 1, 2011 and shall continue in force and effect until June 30, 2012.

In commemoration of their Agreement, the parties sign below on the dates designated.

Date

Authorized Representative
Moravia Community School District

Date

Authorized Representative
Laborers' Local 566

Moravia Starting Salary for 2011-12

<u>Job Description</u>	<u>Starting Salary</u>
Custodian	\$8.50 per hour
Substitute Custodian	\$7.25 per hour
Cook/Dishwasher	\$7.25 per hour
Substitute Cook/ Dishwasher	\$7.25 per hour
Teacher Associate	\$7.50 per hour
Substitute Teacher Associate	\$7.25 per hour
One on One Extra Pay	75 cents per hour
Secretary	\$8.50 per hour
Substitute Secretary	\$7.25 per hour
Bus Driver	\$25 for AM route / \$25 for PM route
Substitute Bus Driver	\$25 for AM route / \$25 for PM route
Special Ed Route in District	\$12.50 per route
Substitute Special Ed Route in District	\$12.50 per route
Special Ed route Out of District	\$25.00 per route
Substitute Special Ed route Out of District	\$25.00 per route
Activity Route	\$25.00 for first two hours
Activity Route – non driving hours	15% of Bus Route pay per hour
Cancelled route/driving pay	\$25.00 if they show up
Ride to Learn Route Pay	\$25 to learn Route
Rate per mile for all route miles over 80 miles in one day starting at first district pick up	40 cents per mile
Bus Inspection Pay	\$10.00 per hour
Wash Bus Pay	\$7.25 per hour up to 4 times a month
Maintenance Trip	\$10.00 per trip

