

**MEDIAPOLIS  
COMMUNITY SCHOOL DISTRICT**

**MASTER AGREEMENT**

**JULY 1, 2015 –JUNE 30, 2017**

WITH

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES  
IOWA LOCAL 3671**

**REPRESENTING:**

**PARA-EDUCATORS, CUSTODIANS, FOOD SERVICE  
AND SECRETARIES**

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## **ARTICLE I**

### **PREAMBLE**

This Agreement is made and entered into this first day of July, 2015, by and between the Mediapolis Community School District, hereinafter referred to as employer and American Federation of State, County and Municipal Employees, Local 3671, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of the Para-educator, Secretaries, and Custodians of said District as identified in PERB Order of Certification, Case No. 4495 (Exhibit A) and those Food Service employees as stipulated by the parties in a Unit Amendment in 1997.

## **ARTICLE II**

### **RECOGNITION**

- A. Bargaining Unit** The Employer recognizes the Union as the sole and exclusive bargaining agent for all Para-educators, Secretaries, and Custodians as set forth in the PERB Order of Certification, Case No. 4495, issued by PERB on the 23rd day of September, 1991 and those Food Service employees as stipulated by the parties in a Unit Amendment in 1997.
- B. Substitutes** It is recognized by the Employer and the Union that the bargaining unit does not include persons who are employed from time to time on an "as needed" or "casual" basis without any regular work schedule, student employees, or other persons excluded by Section 20.4 of the Code of Iowa.

## **ARTICLE III**

### **DUES DEDUCTION**

- A. Union Dues.** The Employer agrees to deduct Union dues once each pay period, for those pay periods actually worked, from the pay of those employees who individually request in writing that such deduction be made. The amount to be deducted shall be certified to the Employer by Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer by the 15th of the succeeding month, after such deductions are made. Dues deduction forms will be provided by the Union. Employee written authorizations for dues deductions shall continue in effect from year to year unless terminated at any time by an employee giving at least thirty (30) days' written notice of such termination to the Union and the Employer.
- B. Hold Harmless.** The Union agrees to indemnify and hold harmless the Employer against any and all claims, losses, expenses, and costs arising out of, directly or indirectly, the application of the provisions in the agreement between the parties for dues deductions.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. Definitions.

1. **Grievance.** A "grievance" shall mean a claim that alleges a violation of any of the provisions of this agreement.
2. **Grievant.** A "grievant" shall mean an employee or a group of employees or the Union filing a grievance.
3. **Day** The term "day" or "days" shall mean employee workdays.

**B. Purpose.** The purpose of this article is to provide a method of prompt and equitable settlement of employee grievances. The Employer and Union agree that these proceedings shall be as informal and confidential as may be appropriate at any level of the procedure and agree to attempt to resolve all grievances informally at the lowest possible level.

**C. Investigation.** Processing. Any investigation or other processing of any grievance shall be conducted as to result in no interference with or no interruption of the instructional program and related work activities of the grievant.

**D. Procedure.** A grievance shall be processed in the following manner:

(Informal) An attempt shall be made to resolve any grievance by a meeting and verbal discussion between the grievant and the grievant immediate supervisor, which shall be initiated by the grievant within five (5) days after the grievant knew or should have known of the occurrence of the event giving rise to the grievance. The grievant shall indicate the section(s) of this agreement involved in the grievance, if known. If the grievance cannot be resolved informally, the grievant may pursue the grievance to.

**Step 1.** Step I (Formal). If, as a result of the informal discussion with the supervisor or designee a grievance still exists, the grievant may invoke the formal grievance procedure either individually or through the Union on the form, which is Exhibit B. A copy of the grievance form shall be delivered to the supervisor or designee within ten (10) days from the time of the informal meeting. The immediate supervisor or designee shall indicate his/her disposition of the grievance in writing within five (5) workdays of the presentation of the formal grievance. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the five- (5) day period, the grievance shall be transmitted to Step II.

**Step II.** The supervisor or designee shall meet with the aggrieved person and the Union representative within ten (10) workdays of the receipt of the grievance. The supervisor or designee shall indicate his/her disposition in writing within five (5) workdays of the meeting and shall furnish a copy thereof to the Union. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the five- (5) day period, the grievance shall be transmitted to Step III.

**Step III.** The Superintendent shall meet with the aggrieved person and the Union within ten (10) workdays of the receipt of the grievance. The Superintendent shall indicate his/her disposition in writing with five (5) workdays of the meeting and shall furnish a copy thereof to the Union. If the grievance still remains unresolved, the employee or Union may appeal the grievance to Step IV (Arbitration) by serving written notice to the Employer within fifteen (15) work days of receipt of the Step III disposition.

**Step IV.** Arbitration. If the grievance is not settled in Step III, it may be appealed to arbitration by the grievant by written notice of request for arbitration, submitted to the superintendent within five (5) days after the written decision in Step III is due. Said written notice shall be signed by the grievant and shall again reference the specific section(s) of this agreement which is to be considered by an arbitrator and the specific relief requested. When a timely request has been made for arbitration, the Iowa Public Employment Relations Board shall be requested by either or both parties to submit a list of five (5) arbitrators.

Upon receipt of this list, the parties or their representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance, and after hearing such evidence as the parties desire to present, shall render a written opinion and award.

**E. Arbitrator Authority.** The arbitrator shall have no authority to add to, subtract from, change, modify or amend any of the terms or any part of this agreement. The arbitrator shall have no authority to substitute his or her discretion in any matter reserved to the employer by law or the terms of this agreement. The decision of the arbitrator, within the scope of this authority, shall be final and binding upon the Employer and the grievant. Awards will not be retroactively applied beyond the date of the occurrence-giving rise to the grievance. Within the scope of the arbitrator's authority, the arbitrator shall be empowered to include in any award such remedies, as the arbitrator deems proper.

**F. Arbitration Expenses.** The grievant and the Employer will share equally in costs of the arbitration, consisting of the fees and expenses of the arbitrator. Any other expenses shall be paid by the party incurring them.

## **ARTICLE V**

### **Discipline and Termination**

The parties recognize the authority of the Employer to discipline employees. Disciplinary action shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge (notice to be given in writing)

If the Employer has reason to reprimand an employee, it shall be done in private unless immediate action is necessary as determined by the supervisor.

The Union shall receive written notice of any suspension or discharge imposed upon an employee within three (3) working days of the time such action is taken.

## ARTICLE VI

### SENIORITY

- A. Definition.** Seniority means an Employee's length of continuous service full or part-time with the Employer in a permanent position since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by a random method of selection.

- B. Seniority on Recall and Reinstatement.** An employee who is reduced in force, recalled and reinstated shall retain seniority accrued during the recall period.
- C. Loss of Seniority.** All accrued seniority will be lost if an Employee:  
(a) Resigns or retires, (b) is discharged, (c) fails to advise the Employer to return to work within fifteen (15) days after receiving notice of recall from layoff directed to his/her last address via certified letter, (d) fails to return to work within fifteen (15) working days after notifying the Employer of intent to work after receipt of notice of recall from layoff, (e) is laid off for a period in excess of twelve (12) months.
- D. Seniority on Leave of Absence.** All authorized leaves, paid or unpaid, shall be considered as continuous service and seniority shall continue to accrue.
- E. Seniority on Staff Reduction.** For purposes of Article VII, Staff Reductions, all seniority measurement shall be from the employees last date of continuous employment. Time on recall is included in the calculation of seniority.
- F. Extra Work.** When extra working hours are available on non-scheduled days, a pool of employees should be called, by seniority, giving the added hours of work to the first available (qualified) name on the list. That employee's name should then be rotated down to the bottom so that the next extra hour's work is given to the next most senior employee. If an employee does not choose to take the extra work, his/her name will be rotated to the bottom of the list. Any employee may turn down extra hour's work without penalty of being taken off the rotation list.

This paragraph shall be monitored by the union. Specifically, this paragraph refers to school registration, and any other relevant work. No person would be rotated down to the bottom of the list if they refuse work outside of their job classification. Inasmuch as this program will be administered by the Union, it is not to be subject to the grievance procedure.

## ARTICLE VII

### STAFF REDUCTIONS

- A. Notification.** The Employer shall determine when a reduction in staff is necessary, the number of Employees who will be affected, the job classification of the Employees to be laid off and/or programs or services to be eliminated.

- B. Classifications.** Staff reduction will occur within the following job classifications: (1) Para-educators, (2) Secretaries, (3) Custodians, (4) Head Cooks, (5) Full-time Cooks, (6) Part-time Cooks and in accordance with the following procedures. For Staff Reduction purposes, the Lunch Cashier shall be in the Part-Time Cook classification.
- C. Procedures.** The employee(s) with the least seniority will be reduced, and there shall be no bumping. Those employees who remain following the staff reduction shall not be required to lose any wage or benefits.
- D. Realignment.** Whenever a position is eliminated and that position is held by an employee that is not the least senior in the classification, then that employee and all employees in that classification with less seniority shall bid by seniority on the available positions and the least senior employee will be laid off. Available positions means positions held by employees with less seniority than the employee whose position was initially eliminated. Whenever a vacancy exists in a classification due to a death, termination, resignation or newly created position then all employees in that classification shall bid on the available positions and said positions shall be awarded by seniority. No request shall be denied arbitrarily or capriciously. The district will only hire a new employee to fill the remaining position if no employee is eligible for recall. In order to expedite this process, the Union agrees to monitor this process. The Union will call a meeting of the affected employees and shall complete the entire bidding process at the meeting. The results of the bidding are binding and are not grievable. The District will determine the effective date for the realignment. Due to the specialized skills and abilities required, the District may in the case of special education para-educators accomplish any necessary realignment by utilizing involuntary transfer instead of the procedure set forth in this paragraph. The District may require a Special Education Associate to complete the school year in his/her current assignment. However, the employee may bid on a different position for the following school year.
- E. Recall.**
- 1.** An Employee reduced in force shall be eligible for recall to a position for which the Employee is qualified for a period equal to the time they have been employed at the district or a period of two years, whichever is less. Said recall period shall begin on the first day following which the Employee is no longer on duty with the Employer.
  - 2.** Employees will first be recalled in inverse order of layoff within their appropriate job classification and shall also be recalled to other positions if determined by the district to be qualified for the same and which said determination shall not be grievable.
  - 3.** Notice of recall will be sent to the Employee's last known address by certified mail, and the Employee must notify the Employer within fourteen (14) calendar days of his or her intention and availability to return to work or all recall rights shall terminate. Notices of recall and Employee's intention to return to work shall be deemed delivered when deposited in the United States mail by certified mail, postage prepaid. Acceptance of recall shall be in writing.
  - 4.** If any Employee is recalled to another position rather than the one formerly held and accepts such position, he or she will lose any further recall rights relating to the original reduction and termination.

## ARTICLE VIII

### TRANSFERS

#### A. Voluntary Transfers.

1. **Definition.** A voluntary transfer shall mean an Employee requested assignment to a different job classification, grade level or building assignment.
2. **Vacancy.** A vacancy is job opening (including jobs that arise when school is not in session) due to retirement, termination or transfer of an Employee or a newly created position.
3. **Notification of Vacancies.** The Employer will post all vacancies to which a transfer may be made, and a copy of the posting will be sent to the Union president. Such posting will occur within ten (10) days after knowledge of the Employer of such vacancy. The posting will contain the job, title, pay scale, requirements and the date that such position is to be filled. The posting will be for five (5) calendar days on the bulletin board at Mediapolis Schools.
4. **Vacancy Exit.** Whenever a vacancy exists in a classification due to a death, termination, resignation or newly created position then all employees in that classification shall bid on the available positions and said positions shall be awarded by seniority. No request shall be denied arbitrarily or capriciously. The district will only hire a new employee to fill the remaining position if no employee is eligible for recall.

In order to expedite this process, the Union agrees to monitor this process. The Union will call a meeting of the affected employees and shall complete the entire bidding process at the meeting. The results of the bidding are binding and are not grievable.

The District will determine the effective date for the realignment.

Due to the specialized skills and abilities required, the District may in the case of special education associates accomplish any necessary realignment by utilizing involuntary transfer instead of the procedure set forth in this paragraph.

The District may require a Special Education Associate to complete the school year in his/her current assignment. However, the employee may bid on a different position for the following school year.

#### B. Involuntary Transfers. Involuntary transfers will not be used to permanently fill a vacancy until voluntary transfers have been exhausted. (This does not prohibit a temporary involuntary transfer/reassignment).

1. **Definition.** An involuntary transfer shall mean the assignment of an Employee to a different job classification, grade level or building assignment.
2. **Notice.** An Employee shall receive at least three days' notice prior to any involuntary transfer.
3. **Benefits.** An Employee involuntarily transferred will be placed in an equivalent position and without reduction in compensation or benefits for the current work year in which the transfer occurs.



## ARTICLE IX

### JOB CLASSIFICATIONS

- A. Definition.** A full-time Employee is defined as a person who is employed in a position for thirty (30) hours or more per week.
- B. Job Classifications.** The various job classifications within the bargaining unit and referenced in the salary schedule are as follows:
- (1) Secretary.
  - (2) Para-educator.
  - (3) Head Cook.
  - (4) Full-time Cook/Part-time Cook/Clerk/Cashier.
  - (5) Custodian.
- C. Working Out of Classification.** Any employee temporarily working in a higher class for longer than five consecutive days shall be compensated at a step which pays more than the employee's current step retroactive to the start of the assignment on the sixth day.

## ARTICLE X

### HOURS OF WORK

- A. Hours.** The work day for each Employee is eight (8) hours, which includes a one-half hour duty free unpaid lunch period, and the work week is forty (40) hours. Specific starting and ending times for each Employee will be established by the Employer. Adjustments to individual Employee's work schedules may be made and some individual workdays may be established at less than eight (8) hours depending on available work.
- B. Lunch Period.** Each employee will receive a duty free unpaid thirty (30) consecutive minute lunch period during the normal workday at time, which does not interfere with schedule work duties. Custodians may perform unscheduled duties on a lunch period and when that occurs the regular lunch period shall be extended to provide the thirty-minute time period.
- C. Breaks.** Employees will be provided two- (2) fifteen- (15) minute breaks during the workday at times, which do not interfere with work duties. Breaks will be scheduled by the immediate supervisor.
- D. Overtime.** Employees requested to work in excess of the normal established hours will be paid the same hourly rate unless total hours worked exceed forty (40) hours per week, in which case the Employee will be paid time and one-half for hours worked over forty (40) hours in any one week period. Time and one-half pay shall be computed on the basis of the Employee's regular straight time hourly rate.

Employees are not automatically entitled to work overtime hours without prior approval, and no overtime pay will be granted or allowed for overtime hours without prior approval of the Employee's immediate supervisors.

- E. Work Week.** Call in- The workweek for Employees includes the days of Monday through Friday, and normally will exclude the days of Saturday and Sunday, with the exception of building checks by custodians. Employees who are called in to report to work outside normal working hours for emergency situations will be paid a minimum call in time of two (2) hours

regardless of the fact that the Employee may work less than the two (2) hour minimum. Pay will be at the Employee's regular rate, unless overtime pay is applicable by reason of the Employee exceeding a forty- (40) hour workweek.

- F. School Dismissal.** If school is dismissed early, Employees shall be paid no less than one-half (1/2)-day wages. However, an Employee will work a full day if required by the Employee's supervisor.
- G. Inservice.** Inservice time will be treated as unpaid time off for non-certified staff unless
  - 1.** The inservice pertains to the non-certified employee and his/her presence has been required for training and/or other pertinent information.
  - 2.** Non-certified, non-twelve month employees will not be required to report to work during teacher inservice time unless the supervisor provides at least seven days advance notice that the inservice time will be required work time. Employees required to work during inservice time shall not be required to work out of their classification.
  - 3.** Full time/twelve month employees are subject to their yearly schedule.
- H.** Building checks on weekends by custodians will be \$10.00 per check.

## **ARTICLE XI**

### **WAGES**

#### **Secretary**

Base: 2015-2016 – \$8.10; 2016-2017 – \$8.30

#### **Para-Educator**

Base: 2015-2016 – \$8.00; 2016-2017 – \$8.20

#### **Head Cook**

Base: 2015-2016 – \$10.10; 2016-2017 – \$10.30

#### **Full-Time Cook**

Base: 2015-2016 – \$9.90; 2016-2017 – \$10.10

#### **Part-time Cook/Clerk/Cashier**

Base: 2015-2016 – \$7.75; 2016-2017 – \$7.95

Staff working in support positions who have attained a documented certified and licensed Para-educator degree, an AA (or higher) degree, will receive an additional \$0.55 per hour in addition to any increase to other support staff.

For the 2015-2016 contract, all current employees will receive an increase of \$0.25, and all employees working in the Para-Educator classification will receive an additional increase of \$0.25. For the 2016-2017 contract, all current employees will receive an increase of \$0.20.

## **ARTICLE XII**

### **INSURANCE**

For employees hired prior to July 1, 2004, the District shall pay the full amount of the premium for the \$750 deductible plan offered by the District. Those employees who provide proof of health insurance coverage on a spouse's plan may receive \$578.08 per month as cash (minus appropriate taxes) or TSA in lieu of insurance (*based upon the single premium amount in effective June 30, 2004*).

For employees hired after July 1, 2004, the District shall pay up to \$375.00 per month toward the purchase of insurance offered by the District. These employees may not receive cash or TSA in lieu of insurance.

The district will provide an insurance plan subject to the rules and regulations of the insurance carrier.

In the event the district becomes ineligible to participate in a group plan, the district will continue to contribute at the same rate as at the time the district became ineligible. The district will engage in negotiations with the employees that are affected regarding premiums for comparable coverage.

## **ARTICLE XIII**

### **HOLIDAYS**

Employees shall receive the following paid holidays according to the Job Classifications established in Article VIII.

9-Month Full Time Employees - Memorial Day, Labor Day, Thanksgiving Day and the following Friday, December 25 and 26, New Year's Day, Good Friday.

9-Month Part Time Employees - Thanksgiving Day, Good Friday, Christmas Day, and December 26.

12-Month Full Time Employees - Memorial Day, July 4 and 5, Labor Day, Thanksgiving day and the following Friday, December 25 and 26, New Year's Day, Good Friday.

For 12-Month Employees, if a holiday falls on a Saturday or a Sunday, the following Monday shall be observed as the holiday. If the December 25, 26 holiday falls on a Saturday and Sunday, the following Monday shall be observed and one other day designated by the Employer.

## **ARTICLE XIV**

### **LEAVES OF ABSENCE**

- A. Sick Leave.** Employees shall accrue and accumulate sick leave as follows:  
Full Time Employees - 15 days per year cumulative to 110 days.  
Part Time Employees - 10 days per year cumulative to 40 days.

No sick leave may be retained by or paid out to an employee who has been terminated, either voluntarily or involuntarily.

**B. Parental Leave.** Except as hereafter modified, all policies, rules and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for maternity leave. Sick leave benefits for maternity, to the extent of an employee's accumulated sick leave, shall be paid during the time an employee is not capable of performing her duties or for eight (8) weeks, whichever is less. The employer may waive the eight-week limitation and extend this leave up to six months without pay.

**C. Family Illness.** Employees shall be granted leaves of absence without loss of pay for illness in the immediate family, not to exceed two (2) days per school year, with such leave not cumulative. If an employee has exhausted the provision of two (2) days of leave of absence for family illness, said employee shall have the option to use accumulated sick leave days for the purpose of leave of absence for family illness. In such cases, leave of absence with pay shall be granted at the rate of two (2) sick leave days per one (1) day of leave of absence for family illness, in increments of up to ten (10) working days, to a maximum of sixty (60) days of sick leave/thirty (30) days of leave for family illness. Said immediate family shall be limited to spouse, children, stepchildren, sibling, parent, grandparent, and grandchild.

Request for leave of absence for family illness shall be directed to the principal. The employee shall be responsible for informing the principal of the nature of the illness, the expected length of leave required and the address and/or phone number at which the employee can be reached during the leave.

**D. Personal Leave.** Upon notification to the immediate supervisor by noon of the preceding day, Employees may be granted personal leave each year according to job classification as follows:

Full Time Employees - 2 days per year cumulative to 4 days.

Part Time Employees - 1 day per year cumulative to 2 days.

Personal leave shall not be used for the purpose of extending vacations or holidays. However, personal leave may be used when contiguous to a vacation or holiday if, in the judgment of the supervisor, such leave is not for the purpose of extending a vacation or holiday.

**E. Funeral Leave.** A leave of absence not to exceed five (5) days shall be granted Employees without loss of pay in the event of a death in the immediate family. Said immediate family shall be limited to spouse, children, parent, brother, sister and other person of the immediate household.

A leave of absence not to exceed three (3) days shall be granted Employees without loss of pay in the event of a death in the family, except that up to two (2) additional days may be granted Employees without loss of pay, at the discretion of the principal, in instances of travel or other unusual circumstances. Said family shall include grandchildren, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law or grandparent-in-law.

For other funeral leave, a personal day may be used.

**F. Court Leave.** If an Employee is subpoenaed to appear in court or is selected for jury duty, the Employee will be allowed to do so without loss of pay or use of personal leave. This provision shall not apply to civil or criminal cases where the Employee is a party to the

litigation. Said Employee would relinquish to the school district any compensation received for such appearance, but will be allowed to retain pay for mileage and meals.

- G. Union Leave.** Elected constitutional officers of the Union shall, upon written request of the Union, be granted a leave of absence without pay of fringe benefits for the term of office, not to exceed one (1) year.

Appointed officials of the Union shall, upon written request of the Union, be granted a leave of absence without pay or fringe benefits for the term of office, not to exceed one (1) year unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. The Employer agrees to provide the Union an explanation of why the request constitutes a hardship.

- H. Union Convention/Conference Leave.** Duly elected Union delegates or alternates to the annual conventions of AFSCME Iowa Public Employees Council 61, AFL-CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off, without pay, not to exceed a total of two (2) work days annually to attend said conventions and/or conferences. This leave shall be limited to one (1) person.

Duly elected Union delegates or alternates to the biennial conventions of AFSCME International, AFL-CIO shall be granted time off, without pay, not to exceed a total of two (2) workdays, to attend said convention. This leave shall be limited to one (1) person.

Union representatives selected to attend Union conferences shall be granted time off, without pay, but such leave shall be limited to ten (10) cumulative days for all such representatives and no more than two (2) persons shall be granted such leave and be absent on any one day.

- I. Education Leave.** A leave of absence, without pay or fringe benefits, for up to one (1) year may be granted employees who wish to pursue further education at a post-secondary education institution.

- J. Family Medical Leave.** Employees of the district are entitled to family medical leave to the same terms and conditions as set forth in the Family Medical Leave Act of 1993, and the regulations of the FMLA. Alleged violations of the FMLA shall be subject to the grievance procedure.

## **ARTICLE XV**

### **VACATIONS**

- A.** Employees who are employed on a twelve-month basis will earn vacations as follows:

| <u>Years of Service Completed</u> | <u>Vacation Days</u> |
|-----------------------------------|----------------------|
| 1-8                               | 10                   |
| 9-14                              | 15                   |
| 15+                               | 20                   |

- B. Vacation Scheduling.** Vacations will be scheduled at a time that will not adversely affect duty or work schedules. If two or more employees request the same vacation time off, preference will be given to the employee with the most seniority. No custodians will be allowed vacation time between August 1 and the start of school. The high school secretary will not be allowed vacation time during the two-week period prior to the start of school.

- C. **Time.** Vacation days, which have been earned, must be taken not later than the December 31st following the end of the fiscal year of the school district in which the vacation days were earned. This date is extended to March 31 for custodians.
- D. **Cumulation.** Vacation days, which have been earned, are not cumulative from year to year if not taken by the time limit in Section C above. Any employee who fails to use earned vacation prior to the above time limit shall forfeit all unused vacation.
- E. Less-than-twelve-month-employees do not earn or receive vacation days.

## **ARTICLE XVI**

### **HEALTH AND SAFETY**

Employees will not be required to perform tasks in the course of their employment, which endanger their personal safety. Upon determining that a required employment task endangers the Employee's personal safety, such condition shall be immediately reported to the Employer.

## **ARTICLE XVII**

### **Miscellaneous**

- A. **Physical Testing.** The employer shall pay up to one hundred (100) dollars minus any insurance payment to the employee toward the cost on any physical examination required as a condition of employment. The employee is required to submit the cost of the physical examination to the insurance company by which the employee is covered and show the appropriate documentation to the board secretary/treasurer for payment. The district shall pay for the required TB testing.
- B. **Activity Pass.** The employer shall provide an activity pass for school events for the Employee and the Employee's spouse and children under the fourth grade level.
- C. **Separability and Savings.** Should any article, section, provision or clause of this agreement be declared invalid or illegal, such invalidity or illegality shall not affect any remaining article, section, provision or clause not so adjudged and the remaining balance of this agreement shall remain in full force and effect.
- D. **Finality.** This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Unless expressly stated to the contrary herein, the Employer and

union for the term of this agreement each voluntarily and unqualifiedly waive any right, which might otherwise exist under law to renegotiate over any matter contained herein during the term of this Agreement.

- E. Computer Training.** To the extent possible, secretaries and para-educators shall be incorporated into the training program.
- F. Non-Discrimination.** There will be no discrimination against any employees.
- G. Evaluation.** First year employees may not grieve an evaluation.

**ARTICLE XVIII**

**DURATION**

This Agreement shall be effective as of July 1, 2015, and will remain in effect until midnight, June 30, 2017.

AFSCME/Iowa Local 3671

MEDIAPOLIS COMMUNITY SCHOOLS

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Date