

Comprehensive Agreement

between the

**Des Moines Independent
Community School District**

and the

**Des Moines Independent School District
Building Trades Maintenance Council**

2011-2012

Des Moines, Iowa

BOARD OF DIRECTORS

Connie Boesen, President

Patti Link, Vice President

Teree Caldwell-Johnson

Felipe Gallardo

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Ginny Strong

Jeanette Woods

SUPERINTENDENT OF SCHOOLS

Dr. Nancy Sebring

Table of Contents

Chapter 1 – Relationships

Article I	Preamble
Article II	Recognition
Article III	Duration

Chapter 2 – Hours

Article IV	Hours of Work and Overtime
Article V	Holidays
Article VI	Vacations
Article VII	Leaves of Absence

Chapter 3 – Compensation and Benefits

Article VIII	Wages
Article IX	Medically-Related Disability Leave
Article X	Insurance <ul style="list-style-type: none">A. Life Insurance and Disability CoverageB. Health InsuranceC. Dental InsuranceD. Selection of CarriersE. DescriptionF. Health Benefit Advisory Committee
Article XI	Health Procedures <ul style="list-style-type: none">A. Physical Fitness – New EmployeesB. Health Procedures – Continuing Employees

Chapter 4 – Grievances

Article XII	Grievances
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Appendix A– Insurance Letter of Understanding

CHAPTER 1 – RELATIONSHIPS

Article I: Preamble

The Des Moines Independent Community School District, No. 77-1737, in the counties of Polk and Warren, State of Iowa, hereinafter referred to as the Employer, and the Des Moines Independent School District Building Trades Maintenance Council, including employee organizations such as Carpenters Local Union No. 106, Bricklayers Local No. 3, Electrical Workers Local No. 347, Laborers Local No. 177, Painters Local No. 246, Plasterers and Cement Finishers Local No 21, Plumbers and Steamfitters Local No. 33, and Sheet Metal Local No. 45, hereinafter referred to as the Union, agree as follows:

Article II: Recognition

The Des Moines Independent Community School District is recognized as a public employer governed by the Board of Directors. The Des Moines Independent School District Building Trades Maintenance Council, as determined and ordered by the Public Employment Relations Board, is recognized as the sole and exclusive bargaining agent for the purpose of negotiating for and representing regular full-time, hereinafter named, employees of the Employer, including all:

Skilled building trades maintenance personnel, including electricians, carpenters, plasterers, sheet metal workers, painters, plumbers, steamfitters, refrigeration men, bricklayers, and building maintenance laborers (including craft truck drivers and helper) working with the foregoing personnel, grounds maintenance personnel, and mechanics

And excluding:

All other school district employees, and all supervisors and all other employees excluded by Section 4 of the Iowa Public Employment Relations Act of 1974. For purposes of this agreement, supervisors are defined as those who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate, or process grievances of other employees or have the responsibility to make recommendations thereon.

Article III: Duration

- A. This Agreement shall be in full force and effect from July 1, **2011**, through June 30, **2012**, except for Article VIII, Wages, and Article X, Insurance, which shall remain in effect until midnight on June 30, **2012**. It is agreed that no additional claims or demands will be made by either party hereto during the life of this Agreement.

- B. Either party may give written notice to the other party to terminate or modify Article VIII, Wages, and Article X, Insurance, of the Agreement
 - 1) not less than 180 calendar days prior to the District's budget certification date, as established by the Code of Iowa, and appropriate for the year beginning July 1, 2012; or
 - 2) within thirty (30) calendar days following the submission by the union to the Employer of the private sector wage rates as required by Chapter 3 (A) (2) of this Agreement.

If no such notice is given this Agreement shall remain in effect for one additional year and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.

C. Either party may give written notice to the other party to terminate or modify the Agreement not less than 180 calendar days (six months) prior to the District's budget certification date as established by the Code of Iowa, and appropriate for the year beginning July 1, 2012. If no such notice is given, this Agreement shall remain in effect for one additional and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.

D. In the event that any provision of this Agreement shall become void or illegal during the term of this Agreement, either party may request negotiations to replace said term or provision. If voluntary agreement cannot be reached, the parties will engage in mediation, followed if necessary by arbitration to resolve the dispute. The parties will cooperate to reduce the time necessary to replace the void/illegal provision. All other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement.

E. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective chief negotiators, and their signatures placed thereon, all on the ____ day of August _____, 2011.

DES MOINES INDEPENDENT
SCHOOL DISTRICT BUILDING
TRADES MAINTENANCE COUNCIL

By Fred Risius
Its Business Manager

DES MOINES INDEPENDENT
COMMUNITY SCHOOL
DISTRICT

By Connie Boesen
Its President

CHAPTER 2 - HOURS

Article IV: Hours of Work and Overtime

The purpose of this Article is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work shall be made by the Employer and may be changed from time to time to meet changing needs.

- A. Work Day – The normal work day for employees, other than those employed in the Furniture Factory, will be 8:00 a.m. until 4:30 p.m., excluding ½ hour for lunch. The normal work day for employees in the Furniture Factory will be 7:30 a.m. until 4:00 p.m., excluding ½ hour for lunch. In case of emergencies where employees belonging to Laborers Local No. 177 are needed, the Employer will schedule the work day and the first 8 hours of work shall be at straight time.
- B. Work Week – The normal work week for employees shall be 40 hours work, excluding lunch periods, from Monday through Friday.
- C. Overtime – Overtime shall be paid for at a rate of time and one-half (1-1/2 times) the employee's straight time hourly rate. All work performed in excess of 8 hours per day shall be paid at the overtime rate of pay. All work performed on Saturday, Sunday, and holidays shall be paid at the overtime rate of pay. Compensatory time at the rate of one and one-half hour for each hour of overtime worked may be used in lieu of payment of wages. There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision. The need for overtime and its assignment shall be the Employer's decision. Any work performed outside the designated work hours must have prior approval by supervisory personnel.
- D. Rest Periods – All employees are entitled to a paid 15-minute rest period during each half shift.

Article V: Holidays

- A. Holidays – Paid holidays shall be given those employees who are working regularly at the time of the holiday. The following are recognized as paid holidays:

New Year's Day	Labor Day
Day before or after New Year's Day	Thanksgiving Day (2 days)
Memorial Day	Christmas Day
Independence Day	Day before or after Christmas

Whenever any of the holidays fall on Saturday, the previous Friday shall be observed. Whenever any of the holidays listed fall on Sunday, the succeeding Monday shall be observed.

- B. Holiday Work – In addition to an employee’s holiday pay, if that employee works on a holiday, the pay shall be at a rate of one and one-half times the straight hourly rate for all hours worked.

Article VI: Vacations

- A. Eligibility and Allowance – Regular full-time employees shall be granted an annual paid vacation period at the end of each fiscal year. The length of the paid vacation period shall be based upon the employment in that fiscal year.

<u>Service Requirements</u>	<u>Vacation Period</u>
Less than 6 months	None
Six months through 11 months	5 working days
More than 11 months through 6 fiscal years	10 working days
7 fiscal years through 12 fiscal years	15 working days
13 fiscal years or more	20 working days

The service requirement during the first fiscal year of employment shall be determined by the date of original hire. All yearly service requirements shall be based on service during complete fiscal years. More than eleven (11) months employment in the first fiscal year shall count as one (1) full fiscal year of employment. No vacation days may be taken in advance of their accrual.

- B. Vacation Pay – The rate shall be the employee’s regular straight time rate of pay. Employees shall receive pay for vacations at the time of their regularly scheduled pay days.
- C. Vacation Rights – Any employee who is laid off, discharged, retired, or resigns prior to taking his vacation shall be compensated for the unused vacation accumulated at the time of separation.

Article VII: Leaves of Absence

- A. Definition – Leaves of absence means authorized absence from the job, paid or unpaid, except for medically-related disability leave (Article IX). An extended leave means more than two weeks leave.

B. Eligibility – Regular full-time employees shall be eligible for leaves of absence after one year’s probation with the Employer.

C. Application for Leave – Employees must complete a request for approval of absence from duties on such forms as provided by the Employer on all absences except illness at least 10 days prior to the date of absence requested. The form is submitted to the employee’s immediate supervisor, who approves or disapproves and passes it on to the appropriate management for final decision.

D. Paid Leaves – The employee shall be paid regular straight time for hours he would have worked, excluding overtime, for the following authorized leaves:

1. *Bereavement Leave* – In case of the death of wife, husband, or (step) child of an employee or the employee’s (or spouse’s) (step) father, (step) mother, (step) brother, (step) sister, or grandchild, the employee will make application to the office of the Executive Director of Human Resources Management to be absent from duty for as many days, not to exceed five, as may be necessary for attendance at the funeral and other purposes directly arising out of said death.

In the case of death of other relative or person of unusually close personal relationship, one-half day of absence shall be allowed for attendance at the funeral if the funeral is in the Des Moines area, and one day if the funeral is outside the Des Moines area.

2. *Jury Duty* – In the absence of extraordinary circumstances, employees may be excused for jury duty. In order that no employee shall suffer financial loss because of such absence, no deduction for the employee’s compensation will be made during the term of jury service, provided that all jury fees received by any such employee be turned over to the school district.
3. *Civic Duty* – Employees subpoenaed to appear before a court or other public body shall be granted necessary time off with pay.
4. *Emergency Leave* – All regular employees shall be allowed a total of three (3) days in any one fiscal year, without loss of salary, for emergency leave, such as illness within the immediate family, disaster, and other circumstances recognized as emergencies by the employee’s immediate supervisor and the office of the Executive Director of Human Resources Management. One work day or two half days may be used per year, without accumulation, for special leave chargeable to the employee’s emergency leave. Such absence may not be taken on the work day immediately before or after holidays or vacation periods. Requests for special leave must be made on a form provided by the Employer, prior to the absence, with permission to be granted by the office of the Executive Director of Human Resources Management.

5. *Military Reservists* – A leave of absence will be granted for military reservists for required training purposes for a period not exceeding thirty (30) days in any calendar year.

E. Unpaid Leaves

1. *Military Service* – Leaves of absence are granted for military purposes not to exceed the enlistment or draft period. On completion of the military service, the employee is entitled to reinstatement at the same wages he/she would have received had he/she not taken such a leave, but subject to the following conditions: That the position was not abolished; that he/she is physically and mentally capable of performing the duties of the position; that he/she makes written application for reinstatement to the Executive Director of Human Resources Management within ninety (90) days after termination of service and that he/she submits an honorable or general discharge from military service.

Chapter 3: Compensation and Benefits

Article VIII: Wages

A. *Wage Scale* – The wage scale for employees shall be **as follows:**

	2011-2012 Hourly Rate		2011-2012 DMPS Hourly Rate
Carpenter	\$24.93	Painter	\$23.51
Foreman	\$25.93	Foreman	\$24.51
Electrician	\$31.58	Plumber/Fitter	\$29.97
Foreman	\$32.83	Foreman	\$32.35
Laborer	\$22.42	Sheet Metal	\$30.01
Foreman	\$23.42	Foreman	\$30.57

- B Identification – Those employees who presently are employed as Grounds Maintenance personnel shall be considered as though they were a part of the Laborers Local No. 177. Those employees who fill the job assignments of Small Engine Repair, Food Service Equipment Repair, Roofer Helper, Boiler Welder Helper, and Craft Truck Driver and Helper shall be considered as though they were a part of Laborers Local No. 177. Those employees who fill the job assignments of Burner Service Mechanic and Certified Boiler Welder shall be considered as though they were members of the Plumbers and Steamfitters Local No. 33. Those employees who fill the job assignments of Shade Repair and Replacement, and Roof Repair and Replacement shall be considered as though they were members of the Carpenters Local No. 106.

- C. Foreman – When the Employer designates a foreman for a respective craft, that person named by the Employer shall be a member of that craft as described in this bargaining unit.
- D. Mileage – When an employee is required to use his own vehicle to move from one job site to another during working hours to transport tools and materials, he shall be compensated for the use of his vehicle.
- E. Retirement – The employees shall be covered by the Iowa Public Employees Retirement System (IPERS). The rate of contributions is in conformance with the requirements of the system.

Article IX: Medically Related Disability Leave

- A. Allowance – Regular employees shall be granted, on July 1 of each year, leaves of absence with pay for an employee’s personal medically related disability. Employees shall be allowed fifteen (15) working days during the first year of employment and fifteen (15) working days thereafter for leaves of absence with pay for an employee’s personal medically related disability. Employees beginning employment subsequent to the beginning of the fiscal year shall be granted medically related disability days prorated on the base of 15 days for the remainder of the fiscal year.
- B. Accumulation – If an employee does not use the allotted days during the contract year, the unused will be added to the allowance for the succeeding year. The amount of accumulated medically related disability shall be unlimited. All accumulated medically related is forfeited upon termination of employment. If an employee is unable to report for duty on the first day of the new contract, compensation for medically related disability will not be granted under the new contract until the employee does report.
- C. Notification – An employee must report the intention to be absent from duty to the designated Employer representative by 8:00 a.m. on the day of the absence. If possible, notification should be given on the previous day.

Article X: Insurance

A. Life Insurance and Disability Coverage.

- 1. The Employer will pay the full insurance policy premium for each regular full time employee to provide \$30,000 individual life insurance. Further, each employee will be allowed to purchase through payroll deduction a maximum of \$100,000 additional insurance. To be eligible for additional insurance, the employee must qualify under the rules and regulations of the respective carrier which includes

both the provision of medical evidence sufficient to assure insurability and enrollment in accord with a schedule of rates as provided by the carrier.

2. The Employer will pay the full insurance policy premium for each regular full time employee to provide an individual long-term disability program. Employee benefit payment period for disability due to accident or illness will in no case extend beyond the benefit payment period stated below:

Age (at disability)	Maximum Benefit Payment
60 and under	Benefit disability as described by carrier Accident to age 65 Illness to age 65
61	To age 65, but not less than 5 years
62	3 years, 6 months
63	3 years
64	2 years, 6 months
65	2 years
66	1 year, 9 months
67	1 year, 6 months
68	1 year, 3 months
69	1 year

B. Health Benefits. The Employer shall contribute toward the costs for health benefits for each full time employee deemed eligible. Participation in the health benefit is voluntary for each eligible employee. In order to qualify for the Employer's share of the monthly cost, the employee must qualify under the rules and regulations of the respective carrier or health service plan and may enroll in one of the following plans according to the Employer's current procedures.

Plan 1

A. Wellmark Alliance Select with co-payments health care insurance plan policy
 a. single plan b. family plan c. deductibles \$1,000/\$2,000

B. Blue Cross/Blue Shield Pharmaceutical Service(s)

A ten-dollar (\$10) co-pay per generic prescription. A thirty (\$30) co-pay per brand name prescription. A fifty-dollar (\$50) co-pay per non-preferred prescription.

Plan 2

A. Wellmark Blue Access with co-payments health care insurance plan policy
 a. single plan b. family plan c. deductibles \$500/\$1,000

B. Blue Cross/Blue Shield Pharmaceutical Service(s)

A ten-dollar (\$10) co-pay per generic prescription. A thirty-dollar (\$30) co-pay per brand name prescription. A fifty-dollar (\$50) co-pay per non-preferred prescription.

For each full time employee deemed eligible and hired, or initially enrolling in insurance, the Employer shall contribute the full costs for the least costly alternative health service plan.

Section 125 of the Internal Revenue Code allows an employer the opportunity to set up a flexible premium for employees. The Employer agrees to offer employees the flexible premium plan under the rules and regulations of Section 125 of the Internal Revenue Code, whereby employees on a voluntary basis will be able to use pre-tax income to pay out-of-pocket unreimbursed medical costs and dependent care costs in accord with the district's program restrictions.

For new employees, coverage shall become effective within no more than 45 days from the date on which the employee begins service under his/her individual contract and upon approval of the employee's application by the carrier.

Upon an employee or an employee's spouse attaining the age of 65, an employee who wishes to qualify for the Employer's share of the monthly premium must notify the carrier or his/her spouse's attainment of the age 65 by processing an enrollment card, must qualify under the rules and regulations of the respective carrier, and must enroll in the following plan:

a. Medicare Program under Social Security

The annual enrollment application card for health benefit plans will be available upon request from the Human Resources Management office. Changes within any plan will be allowed, provided the request for change is made on an appropriate application card, transmitted to the office of Human Resources Management, and is in accord with the rules and regulations of the respective carrier.

C. Dental Insurance. The Employer shall contribute the full single premium cost for a dental insurance plan policy premium for each regular full time employee deemed eligible. Participation in the dental benefit is voluntary for each eligible employee. In order to qualify for the Employer's share of the monthly premium, the employee must qualify under the rules and regulations of the respective carrier.

The selected coverage shall become effective on July 1, 2011.

D Workers' Compensation. If an employee or qualifies for Workers' Compensation benefits, and the employee elects to have the Employer supplement the benefits, the following procedures shall apply:

1. The Employer shall pay the employee or the employee's regular rate of pay for the number of days the employee or has accumulated as medically related disability leave.
2. The employee shall endorse and assign the Workers' Compensation payments to the Employer for that period of time.
3. Should the Workers' Compensation benefits be one-third or less the employee's regular rate of pay, a full day of accumulated medically related disability leave shall be deducted for each day of absence; should the benefits be more than one-third but less than two-thirds the regular rate of pay, one-half day of accumulated medically related disability leave shall be deducted for each day of absence; should the benefits be two-thirds or more of the regular rate of pay, no accumulated medically related disability leave shall be deducted for each day of absence.
4. The employee shall retain the Workers' Compensation payments for periods of time following exhaustion of accumulated medically related disability leave. If any employee qualifies for Workers' Compensation benefits, and the employee elects not to have the Employer supplement the benefit, the employee shall retain the Workers' Compensation benefits, and the Employer shall make no deduction from the employee's accumulated medically related disability leave. The employee shall notify the Employer or his/her option within three days of receipt of the Employer's notice to elect such option. Failure to report within such time limit shall be treated as an election not to have the Employer supplement the benefits.

E Auto Liability. The Employer shall pay the full insurance policy premium for each regular full time and part time employee to purchase an insurance benefit of (1) \$500,000 bodily injury liability, and (2) \$100,000 property damage liability. The insurance benefits provide additional coverage beyond an employee's own policy. In order to qualify for benefits, the employee must qualify under the rules and regulations of the respective carrier, must be involved in an accident while driving the employee's own car on authorized school business, must be acting within the scope of the employee's employment or duties, and may qualify only when the use of the personal car has been authorized by a recognized representative of the Employer. Insurance benefits do not apply while an employee is driving to or from work or during other personal use of the employee's automobile.

F Continuation. For all employees who have qualified for disability insurance benefits on or before June 30, 2008, the Employer will continue to pay the agreed-upon monthly premium costs to retain purchased benefits of the health plan described in

Article XVII, Section B, throughout the duration of the period of disability. Thereafter, in the event that a regular full-time employee becomes eligible for disability benefits the Employer agrees to continue to pay the agreed-upon monthly premium costs to retain purchased benefits of the health plan described in Article XVII, Section B, for the lesser of the time to qualify for Social Security disability or one year.

- G. Staff Reduction Insurance.** Any employee laid off pursuant to Article XI: Procedure for Staff Reduction, shall be provided the opportunity to purchase benefits of the health plan described in Article XVII, Section B, throughout the duration of the time the employee has recall rights and contingent upon the employee's transmittal to the office of the Controller of his/her total monthly premium payment by no later than the 5th day of each month, beginning on July 5, 2010. Absence of receipt of the employee's total monthly premium payment in compliance with the above designated time schedule will result in immediate termination of the employee's benefits of the health insurance plan. The Association and each individual employee agrees to indemnify and hold harmless the school district, the Board, each individual Board member, and administrators against any and all claims, suits, or other forms of liability and all court costs arising out of the provisions of this Agreement between the parties for staff reduction insurance. Premiums paid by an employee for benefits of the Health Benefits plan for months that follow the month of an employee's recall will be refunded.
- H. Selection of Carriers.** The Employer shall have the sole and exclusive right at any time to procure benefits referred to in Section A, C, and E above from any other reputable health service provider.
- I. Part Time Employee Benefits.** Regular part time employees shall be provided the opportunity to purchase benefits of one of the plans described in Article XVII, Sections B and C at the Employer plan's premium cost. The Employer will pay the Employer's monthly share of the premium cost at a ratio proportionate to the employee's part time condition of employment contingent upon receipt of the employee's yearly share of the employee's premium.
- J. Description.** The Employer will provide a description of the benefits referred to in Sections A, B, C, D, and E of this Article to the Association and to individual employees upon request.
- K. Health Benefits Advisory Committee.** A Health Benefits Advisory Committee with representatives appointed by the Employer from a list of nominations from the Union, shall be established to make recommendations to the superintendent or his/her designee regarding the composition and provision of employee health benefit plans that will allow purchase of high quality health services and will reduce or slow the rate of growth in medical costs. In no way shall any recommendation of this committee be construed as the position of the Union. The Union and the Employer are committed to actively participating in the work of the Health Benefits Advisory Committee and the following timelines for the completion of study. The Association

and Employer are prepared to take action on recommendations made by the Committee and agree to use as decision criteria accepted standards that pressure must be maintained on the health care community by requiring alternative plans to compete for the opportunity to serve Des Moines Public Schools' employees and their dependents.

The Des Moines Education Association and the Employer will commit to active participation in a Health Benefits Advisory Committee initiative to review and recommend cost effective changes in plan design related to the prescription drug and major medical benefits. Areas for consideration will include, but not be limited to:

- Exploring employee contribution
- Increase co-pays/deductibles
- Increase maximum out-of-pocket expenditure
- Increase managed care strategy

ARTICLE XI: HEALTH PROCEDURES

A. Physical Fitness – New Employees. New employees are required to file a medical examination report with the Director of Medical Services before reporting for duty in the Des Moines schools. The employee must pay the cost of this examination given by a physician of his/her choice and reported on the form provided by the Employer.

B. Physical Procedures – Continuing Employees. An employee must have a physical examination every three years by a licensed physician of his/her choice. The employee agrees to submit to laboratory work as specified and paid for by the Employer and agrees to present evidence of physical fitness to perform duties assigned. Such evidence shall be a statement by a licensed physician on the Employer's physical examination form attesting to the employee's fitness.

Chapter 4: Grievances

ARTICLE XII: GRIEVANCE PROCEDURE

A. Definitions.

1. Grievance. A claim made by an employee or Maintenance Council that there has been a violation, misinterpretation, or misapplication of one or more provisions of this Agreement.
2. Aggrieved Person. The employee making the complaint.
3. Party of Interest. Person or Maintenance Council making the complaint and any person, including the Employer and the Maintenance Council, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. Rights of Employees to Representation. Every employee covered by this Agreement has the right to Maintenance Council representation at all steps of the grievance procedure. The District will provide the Maintenance Council with a copy of all grievances filed. No grievance shall be resolved without the consent of the Maintenance Council.

The Employer recognizes the right of the Des Moines Independent School District Building Trades Maintenance Council to appoint stewards and agrees that the Employer shall not discriminate against an employee or Maintenance Council representative for filing a grievance.

If an employee files any claim or complaint regarding interpretation of this Agreement other than the grievance procedure, then the Employer shall not be required to process the said claimed set of facts through the grievance procedure.

All meetings and hearing shall be conducted in private and include only witnesses, the parties of interest, and their designated or selected representatives.

C. Steps in Grievance Procedure

1. Step One—Immediate Supervisor (Informal).

The employee or Maintenance Council with or without Maintenance Council representation shall take up the grievance with his/her immediate supervisor with the objective of resolving the matter informally. Failure of an employee to act on any alleged violation of the Agreement within ten working days of the alleged violation shall act as a bar to any written appeal at any further step.

2. Step Two—

If the grievance is not settled at Step One within ten working days, the aggrieved employee or Maintenance Council may file the grievance in writing and discuss the matter, at a mutually agreed time, with the department head, at a mutually agreed time, with the department head, with Maintenance Council representation if desired. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses in the Agreement allegedly violated and shall state the remedy

requested. The filing of the formal written grievance shall be within ten working days of the reply at Step One. The department head shall make a decision on the grievance and communicate it in writing to the aggrieved person (and the Maintenance Council representative if involved) within ten working days of the conference.

3. Step Three—Assistant Superintendent or Designee

If the grievance is unsettled at Step Two, the aggrieved person or Maintenance Council, with or without Maintenance Council representation, may present the grievance to the Assistant Superintendent for Management Services or his/her designee within ten working days. This administrator shall respond in writing within ten working days.

4. Step Four—Arbitration. If the grievance is not resolved satisfactorily at Step Three, the employee and the Maintenance Council may submit within ten working days a request to the Director of Employee Relations for arbitration. The arbitration proceeding shall be conducted by an arbitrator selected by the Maintenance Council and the Employer. If they cannot agree, the Federal Mediation and Conciliation Service will be asked to supply seven names. The Employer and the Maintenance Council will each strike three names. The remaining name shall be the arbitrator.

The decision of the arbitrator shall be final. The arbitrator, in his opinion, shall not amend, modify, nullify, or add to the provisions of the Agreement. His decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. He shall be asked to issue his decision within 30 days after conclusion of testimony and argument.

Expenses for the arbitrator's services shall be borne equally by the Employer and the Maintenance Council.

Appendix A – Insurance Letter of Understanding

The parties agree that the contract benefits for disability coverage (Article X, A. 2., health coverage (Article X, B.), and dental coverage (Article X, C.) single coverage, shall be adjusted each year to conform with those set forth for the teachers' agreement for that year.

This agreement in principal shall continue until and unless either party gives notice to the other in accord with Article III, B. (1) (2).

August ____, 2011

Fred Risius

Chief Negotiator – Building Trades

Patricia Lantz

Chief Negotiator – Des Moines Public Schools

:csk
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