

Comprehensive Agreement

between the

**Des Moines Independent
Community School District**

and the

**Department of Secretaries
of the
Des Moines Education Association**

2012-13



DesMoines, Iowa

BOARD OF DIRECTORS

Teree Caldwell-Johnson, President

Dick Murphy, Vice President

Connie Boesen

Cindy Elsbernd

Bill Howard

Pat Sweeney

Joe Jongewaard

INTERIM SUPERINTENDENT OF SCHOOLS

Tom Ahart

Revised August 2012

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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 Education Association, hereinafter referred to as the Association, agree that it is the practice of the Des Moines Independent Community School District and the Des Moines Education Association to promote harmonious and cooperative relationships between the school district and its employees.

The Association and the Employer, through good faith negotiation, have reached certain understandings; therefore, it is agreed 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 Department of Secretaries of the Des Moines Education Association, as determined and ordered by the Public Employment Relations Board, is recognized as the sole and exclusive bargaining agent for regular, hereinafter-named employees of the Employer, including all:

Secretarial/Clerical Employees

and excluding: All other school district employees, confidential and supervisory personnel, 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: DEFINITIONS

- A.** The term *Employer* as used in this Agreement shall mean the Des Moines Independent Community School District governed by a Board of Directors or its duly authorized representatives.
- B.** The term *Association* as used in this Agreement shall mean the Des Moines Education Association or its duly authorized representatives or agents.
- C.** The term *Employee* as used in this Agreement shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).

- D. The term *regular full-time employee* as used in this Agreement shall mean employees represented by the Association in the bargaining unit as defined and certified by the PERB who are employed from 30 to 40 hours each work week and at least 9.5 months per year.
- E. The term *regular part-time employee* as used in this Agreement shall mean employees represented by the Association in the bargaining unit as defined and certified by the PERB who are employed less than 30 hours each work week and at least 9.5 months per year.
- F. *Seniority* shall be defined as the number of consecutive years of employment in the district as a secretary/clerk. In cases where two or more employees begin employment on the same day, date of application shall establish the order of seniority. Two years of part-time service will be considered as one year of full-time service. Extended leaves of absence shall not be credited to the determination of an employee's seniority status. By August 1 of each year, the office of the Executive Director for Human Resources Management will prepare for posting on appropriate bulletin boards, a list by year of continuous service in the district, showing the seniority of the secretary or clerk.
- G. *Breaks in Service.* An employee's seniority record shall be broken by voluntary resignation, discharge, reduction in force, or retirement. Should an employee laid off return to work within one year, the seniority will pick up from the date of return. Seniority rights will be forfeited if a continuous period of layoff exceeds one year. Should an employee leave his/her assignment as a secretary/clerk for another position with the district, the seniority will be frozen. Should an employee return to a clerical position, seniority shall continue from the seniority level previously attained.

ARTICLE IV: DUES DEDUCTION

Any employee in the Association's certified bargaining unit, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing payroll deduction of Association dues and political action contributions. The form authorizing payroll deduction shall be designed by the Association, subject to the approval of the Employer, and the expense for producing and distributing said form shall be borne by the Association.

Pursuant to the deduction authorization, the Employer will deduct equal portions of the total amount from the regular paycheck of each employee each two-week pay period beginning in October and ending in June each year. Such deduction authorization cards must be received by the Employer not later than October 15th.

Employees may terminate deduction on 30 days' notification to the Employer, and the Employer will notify the Association of such termination. The Employer will transmit to the Association the total deduction within a reasonable time after the pay period.

The Association agrees to indemnify and hold harmless the school district, the Board, each individual Board member, and all 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 deduction.

ARTICLE V: SEPARABILITY

In the event that any provision of this Agreement shall become void or illegal during the term of this Agreement, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Association agree to meet at the earliest possible mutually agreeable time for the purpose of negotiations to replace void or illegal provisions.

ARTICLE VI: FINALITY AND EFFECT OF AGREEMENT

This Agreement supersedes and cancels all previous collective bargaining agreements between the Employer and the Association unless expressly stated to the contrary herein, constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject identified as bargainable under Section 9 of the Public Employment Relations Act, and that 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 Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter 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.

ARTICLE VII: DURATION

- A. This Agreement shall remain in full force and effect from July 1, 2012, and shall continue in effect until midnight on June 30, 2013. The parties may agree to open other issues during the duration of this contract by the mutual consent of the district and the Association.
- B. 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 15th day of August 2012.

DES MOINES EDUCATION ASSOCIATION

**DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT**

By ...*Lillie Noland*.....
President, Dept. of Secretaries

By ...*Teree Caldwell Johnson*.....
President

By ...*Greg Harris*.....
Chief Negotiator

By ...*Dick Murphy*.....
Vice President

By ...*Scott Mikesh*.....
Chief Negotiator

ARTICLE VIII: RIGHTS

A. Public Employer Rights. Public employers shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

B. Association Rights. The Association and its members shall have the right to:

1. Use school facilities for general Association meetings contingent upon receipt of approval from the office of the superintendent.
2. Hold Association building meetings in school buildings contingent upon receipt of approval from the office of the building principal.
3. Distribute Association material through the school messenger service and building mailboxes with the annual approval from the office of the superintendent.
4. Post notices of activities and matters of Association concern on Association bulletin boards located in either faculty lounges or such other places as designated by the building principal.

5. Direct duly authorized representatives of the Association and their respective affiliates to discuss Association matters in the school building during the workday with the approval of the building principal.
6. Be furnished on request regularly and routinely prepared information concerning the financial condition of the district, including the annual financial report and adopted budget, but nothing herein shall require the Employer to research and assemble information.

ARTICLE IX: EVALUATION

- A. Notification.** After the employee reports to his/her assignment, the director, building principal, or supervisor shall acquaint each employee with the formal evaluation procedures as may be used and advise each employee as to the person or persons who may evaluate the employee's performance.
- B. Formal Observation.** Each employee shall participate in a formal evaluation conference at least once every three years. New employees will be evaluated within 12 months of employment and then scheduled for formal evaluation at least once every three years to coincide with all other secretarial/clerical evaluations. Employees may receive additional evaluation any time during their employment with the district. At the time of the formal evaluation conference, a copy of a written evaluation will be presented to the employee. If the employee disagrees with the written evaluation, the employee may submit a signed and dated written position to the director, building principal, or his/her appropriate supervisor and the written position shall be attached to the file copy of the evaluation in question. The employee shall be asked to sign the written evaluation; however, such signature shall be understood to indicate the employee's awareness of the evaluation, but in no instance shall said signature be interpreted to mean agreement with the content of the material. The formal evaluation conference does not preclude continuing and/or additional evaluations by the Employer.
- C. Additional Evaluations.** Additional evaluation of employees may occur through informal observations by the Employer. It may not be deemed necessary to reduce such evaluations to writing, and a verbal discussion between the employee and Employer concerning the informal observations may suffice. If a written evaluation is deemed necessary, Procedure B as outlined above shall be followed.
- D. Personnel File.** Each employee shall have, upon request, the right to review the evaluation documents contained in his/her personnel file. An employee has the right to respond in writing to any evaluation document. Any complaints directed toward an employee, which are placed in his/her personnel file, shall be promptly called to the employee's attention in writing.

ARTICLE X: TRANSFER PROCEDURE

- A. Definition.** Transfer shall mean movement of an employee to another job assignment or location within the district. An opening occurs when a new position is created or a position becomes vacant as a result of action by an employee or the Employer. The district is not restricted from exercising its right to fill any vacancy with a temporary employee or to direct the work of its employees; however, when an opening is to be filled on a regular basis, it shall be posted.
- B. Posting of Vacancies.** When an opening occurs during the school year, a notice of the opening will be placed in the *Job Line* by the department of Human Resources Management. The notice of the opening will include job qualifications deemed necessary. A current listing of openings occurring during the summer shall be maintained in the Human Resources Management offices and furnished to the Association upon request.
- C. Request for Transfers.** Within ten working days of the date of publication, an employee may apply for the opening by writing the Human Resources Management offices. When external candidates are interviewed for a position, at least an equal number of internal candidates will be interviewed if letters of application have been received. The Human Resources Management office will acknowledge receipt of an employee's application and will notify each applicant when the opening has been filled. Openings often occur during the summer months. An employee who wishes to be considered for openings that occur during the summer can apply in June or each year by writing the Human Resources Management office and designating those specific job assignments.
- D. Procedure for Transfers.** The district has the right to hire and assign employees to any position and may hire and assign from outside the present employees, however, if more than one employee applies for the same opening under the above conditions, and in the sole, exclusive, and final judgment of the district, the employees' qualifications are equal, the employee with the greatest district seniority shall have priority.
- E. Employer-Initiated Transfer.** In the case of Employer-initiated transfer, the employee's principal or supervisor shall inform the employee in writing of the reasons for transfer. Employer-initiated transfers of an employee will not be effective until a personal conference has been held between the Employer and the employee.
- F. Return Rights.** Should an employee leave his/her assignment as a secretary/clerk for another position with the district, the seniority will be frozen. Should an employee return to a secretarial/clerical position, seniority shall continue from the seniority level previously attained.

ARTICLE XI: PROCEDURE FOR STAFF REDUCTION

Whenever possible, staff reduction will be accomplished through normal attrition. The district for any reason may, however, determine that it is necessary to reduce the number of employees. When employment cannot be provided, the reduction in staff shall be based upon (a) the needs of the school system as determined by the Employer, (b) the affected employee's educational preparation and experience, and (c) the relative skill, ability, and competence of the employee for which employment cannot be provided.

- A. Order of Layoff.** When the district has determined the location and number of positions to be reduced, a corresponding number of employees will be laid off. Beginning with the least senior employee and ascending on the seniority list, the district has the responsibility to assign and direct work and is the sole judge of each employee's qualifications. When two or more employees have relatively equal qualifications, the employee with the least total district seniority will be laid off.
- B. Notification of Layoffs.** The Employer shall provide written notice to the Association and to the employee 30 calendar days prior to the actual layoff. Such notice shall include written reasons for reduction and shall be kept in the individual employee's personnel file.
- C. Recall Rights.** When a specific opening occurs within one year of the layoff, and more than one employee's qualifications are considered equal, the employee with the greatest previous seniority shall have priority for recall.
- D. Notification of Vacancies.** A laid off employee shall be notified by certified mail of an appropriate vacancy, sent to the employee's address on file in the office of the Executive Director for Human Resources Management. An employee who fails to return to work within five working days after being notified of recall shall lose his/her status as an employee and will be considered as having resigned.

ARTICLE XII: PROFESSIONAL DEVELOPMENT TRAINING

- A. Definitions.** Professional development training is defined as training provided employees by the Employer during the service year.
- B. Responsibility.** The members of the Office Seminars Committee, appointed by the president of the Department of Secretaries, shall be responsible for making recommendations to the office of the Executive Director for Human Resources Management for the provision of appropriate professional development training activities.

ARTICLE XIII: HOURS

This Article is not a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work will be made by the Employer and may be changed from time to time to meet changing needs.

- A. Workweek.** The normal workweek for regular full-time secretarial/clerical employees will be 30 to 40 hours work, excluding lunch periods, from Monday through Friday. The normal workweek for regular part-time secretarial/clerical employees will be less than 30 hours, excluding lunch.
- B. Arrival and Dismissal Time.** The arrival and dismissal time for each employee shall be determined by the Employer. However, all employees will be dismissed 30 minutes earlier than normal of the day immediately preceding a vacation or holiday.
- C. Lunch Period.** Employees shall have a scheduled duty-free lunch period of at least 30 uninterrupted minutes.
- D. Rest Periods.** All secretarial/clerical employees are entitled to two 15-minute rest periods in any workday of more than 6 hours. One 15-minute rest period may be taken in any work period of at least 4 but no more than 6 hours. Such rest periods shall be with pay and shall not exceed 15 minutes.
- E. Overtime.** The need for overtime and its assignment will be the decision of an employee's immediate supervisor. Overtime for regular full-time employees will be paid at a rate of time and one-half the employee's straight time hourly rate when the employee works in excess of eight hours a day or forty hours a week. The overtime provision of eight hours a day will not apply to those employees whose regular assignment exceeds eight hours a day. Vacation time, paid holidays, and paid sick leave do not count as time worked. Work performed on Saturday or Sunday, except when those days are part of the employee's workweek, will be paid at time and one-half if it is in addition to the 40 hours worked during the week. Any work performed outside the designated work hours must be at the direction of supervisory personnel. There will be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision will be excluded as hours worked in computing overtime pay under any other provision.
- F. Snow Days.** When notification has been made by public media or supervisory personnel that school and/or administration offices are closed and that the employee need not report to work, as many as two days each year shall be available as a district-designated holiday. A district-designated holiday is a day on which notification has been made by public media or supervisory personnel that school and/or administration offices are closed, that the employee need not report to work, and is a day of service that will not

be provided to the district at a later date. If a day of service is subsequently scheduled on another day, compensation received for the district-designated holiday will be charged to the subsequently scheduled day. An employee absent on the subsequently scheduled day shall utilize appropriate leave or vacation benefits or will be deducted salary for that absence. An employee who works on a district-designated holiday will receive pay for the holiday. When notification has been made that school and/or offices are to be closed and an employee has already been compensated for both district-designated holidays, then secretarial/clerical employees will not report for work and will not be paid for the day or days that schools are closed. However, a remaining vacation day or days may be used upon written request of an employee in lieu of salary deduction for days missed in excess of both district-designated holidays.

ARTICLE XIV: SERVICE YEAR

A. Basis of Employment. Basis of employment for secretarial/clerical employees shall be according to job descriptions (9.5 months, 10 months, 12 months) as determined by the Employer.

B. Holidays.

1. *Eligibility.* Paid holidays will be given those employees who are working regularly at the time of the holiday. The following are recognized as paid holidays for regular full-time and regular part-time employees:

Independence Day	Day Before or After Christmas
Labor Day	New Year's Day
Thanksgiving Day (2 days)	Day Before or After New Year's
Christmas Day	Memorial Day

An employee will be eligible for holiday pay if the employee would have been scheduled to work on one of the specified holidays and if the employee worked the last scheduled day prior to the holiday and the next scheduled day following unless excused by his/her immediate supervisor. Whenever any of the holidays fall on Saturday, the previous Friday shall be observed. Whenever any of the holidays fall on Sunday, the succeeding Monday shall be observed.

2. *Holiday Pay.* Eligible employees who perform no work on a holiday will be paid at their usual salary rate based on the number of hours they regularly work.

3. *Holiday Work.* If an employee works on a holiday, the employee will be paid at the rate of time and one-half the regular salary rate for all hours worked, in addition to his/her holiday pay. For the purpose of computing

additional overtime, only hours actually worked shall be counted toward the 40 hours.

C. Vacations.

1. *Eligibility.* Regular full-time employees and regular part-time employees will be granted an annual paid vacation period at the end of each fiscal year. The paid vacation period will be based upon the employment in that fiscal year and will be prorated for those employees who work less than the full fiscal year. The paid vacation period will be computed from the employee's total length of continuous service. Regular part-time employees earn vacation days at a ratio proportionate to the employee's part-time condition of employment. With continuous employment, prior service as a full-time teacher associate or full-time food service worker will be credited at the rate of two years for one for vacation credit purposes. Part-time employment will not be considered.

Length of Service	Vacation Period (Subsequent Year)
0 months through 11 months	5/6 day per month
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
19 fiscal years or more	2 additional days which must be used during winter or spring break

The service requirement during the first fiscal year of employment will be determined by the most recent day of hire. All yearly service requirements will be based on service during complete fiscal years. More than 11 months' employment in the first fiscal year of employment will count as one full fiscal year of employment. No vacation days may be taken in advance of their accrual. At least half of the month must be worked in order to receive credit for that month toward vacation.

2. *Vacation Pay.* The rate will be the employee's regular straight time rate of pay. Employees will receive pay for vacation at the time of their regularly scheduled paydays. An employee working less than the fiscal year will receive prorated pay for vacation following the conclusion of service.
3. *Vacation Periods.* Vacation schedules will be set by the employee's immediate supervisor(s) and sent to the Human Resources Management office for approval. Employees may request a particular period for vacation. Vacation days granted during the fiscal year ending June 30th should not ordinarily be taken prior to June 1st of that fiscal year. Vacation days may not be taken in advance of their accrual. After the first full year of service, any unused vacation days may be used during the subsequent fiscal year, but in no case may accrual of vacation be extended beyond

two fiscal years. Following the beginning of a fiscal year, all accumulated but unused days of vacation in excess of the sum of the preceding year's allotment and the most recent allotment will be forfeited.

4. *Working During Vacation.* Any employee who is requested to work and does work during his/her vacation will be paid at the rate of time and one-half of the employee's regular rate of salary. For purposes of computing additional overtime, only hours worked shall be counted toward the 40 hours. The hours or days worked shall be added to the remainder of the employee's vacation bank of days.
5. *Termination of Service.* Any regular full-time or regular part-time employee who is laid off, discharged, retires, or resigns prior to taking his/her vacation will be compensated for earned vacation unused by the employee at the time of separation.

ARTICLE XV: LEAVES OF ABSENCE

- A. Definition.** A leave of absence means authorized absence from the job, paid or unpaid, except for medically-related disability leave. Any leave for more than two weeks will be considered an extended leave of absence.
- B. Eligibility.** Regular employees shall be eligible for leaves of absence.
- C. Application for Leave.** Employees must complete a request for approval of absence form as provided by the district at least 10 days prior to the date of absence requested for all absences except bereavement and emergency. The form is submitted to the employee's immediate supervisor who approves or denies the request and the form is then forwarded to Human Resources Management for final decision.
- D. Paid Leaves.** The employee may be paid regular salary for hours he/she would have worked, excluding overtime, for the following authorized leaves:
 1. *Sick Leave.* An employee must report the intention to be absent from duty to the employee's supervisor at least one hour before the employee's regular starting time. Regular employees will be granted on July 1 of each year absence with pay for sick leave. The sick leave will be allowed at a rate of 15 working days each year thereafter. If an employee does not use the allotted days during the fiscal year, the unused days will be added to the allowance for the succeeding year with no limit on the number of accumulated days. All accumulated sick leave is forfeited upon termination of employment. If an employee is unable to report for duty on the date designated by the district, compensation for sick leave for the new fiscal year will not be granted until the employee does report.

2. *Family Illness Leave.* In the event of illness in the immediate family, an employee shall be granted up to three (3) days of absence without loss of salary to be deducted from sick leave. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law. A statement from a responsible person other than the employee may be required as proof of illness.
3. *Adoption.* Up to five (5) days of sick days may be utilized for adoption.
4. *Bereavement Leave.* In case of the death of spouse, (step) grandparent or (step) child of an employee, or the employee's or spouse's (step) father, (step) mother, (step) brother, (step) sister, or (step) grandchild, the employee will make application to the Human Resources Management office 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.

Funeral Leave. In case of the 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 held in the area of greater Des Moines and one day will be allowed if the funeral is outside the greater Des Moines area.

5. *Jury Duty.* In the absence of extraordinary circumstances, employees may be excused for jury duty. No deduction from the employee's salary will be made during the term of jury service, provided that all jury fees received by the employee are turned over to the district.
6. *Emergency Leave.* All regular full-time employees shall be allowed a total of three days in any one fiscal year, without loss of salary, for emergency leave such as serious illness within the immediate family, disaster, and other circumstances recognized as emergencies by the employee's immediate supervisor and the Human Resources office.
7. *Special Leave.* One work day, or two half days, may be used per year, without accumulation, for bona fide personal or business activities that cannot reasonably be accomplished outside the normal work day. That special leave will be charged to the employee's emergency leave. Requests for special leave must be made on a form provided by the Employer at least 10 days prior to the absence, with permission to be absent contingent upon the decision of the employee's immediate supervisor and Human Resources office.
8. *Military Reserve Training.* A leave of absence will be granted for employees subject to Iowa Code 29A.28(1)(a) for required training purposes, but not for a period exceeding a total of thirty (30) days in any

calendar year. Leaves for training purposes are granted without loss of pay, but employees are expected to take such training during the times when school is not in session whenever possible.

9. *Religious Holidays.* Employees whose religious affiliation requires the observance of holidays other than those regularly scheduled in the school calendar may be excused by the office of the Executive Director for Human Resources Management without loss of compensation.

Regular Part-Time Employees. Regular part-time employees are subject to all practices granted in Article XV with the stipulation that regular part-time employees shall engage in practices granted in Article XV, Section D, at a ration proportionate to the employee's part-time condition of employment.

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 salary of 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 for Human Resources Management within ninety (90) days after termination of military service, that he/she submits an honorable or general discharge from the military service, and that he/she has the appropriate license(s) and certifications(s).
2. *Political Activity.* A leave of absence without pay may be granted to an employee for either six months or one year to run for office or serve in office.
3. *Other Reasonable Purposes.* Leaves of absence without pay may be granted for limited periods, not to exceed six months, for a reasonable purpose upon application of the employee and approval by the Human Resources office. Such purposes might include education, training, and family responsibilities (including child nurturing). Such leave may be extended upon application of the employee and approval by the Human Resources office. Assignment upon return from leave will be contingent upon available openings.

Failure to Return. An employee who fails to report to work following expiration of a leave, and upon receipt of an assignment, will be considered to have voluntarily resigned.

Benefits. While on extended unpaid leave, the employee's interest in retirement funds, vacation, accumulated sick leave, and other benefits shall be frozen. While no benefits will be provided or accumulated during the leave period, the employee may purchase such benefits.

Seniority Status. An employee's seniority status will be frozen during authorized extended unpaid leave, except military leave. An employee may apply for a similar job upon returning if an assignment is still available. When two or more applicants have relatively equal qualifications, the employee applicant with the greatest total district seniority will be given priority.

ARTICLE XVI: COMPENSATION

A. Basic Salary of Employees. Regular employees will be compensated in accordance with the job classification and wages on the schedule as set forth in Appendix 1. The basic salary of regular part-time employees shall be at a ratio proportionate to the employee's part-time condition of employment.

B. Effective Date. The salary schedule shall take effect on July 1, 2012.

C. Placement. All new employees will begin on the step designated by the Human Resources Management office.

D. Schedule of Payment. An employee shall be paid at his/her assigned building or by mail on the following dates:

June 29, 2012	January 15 and 31, 2012
July 13 and 31, 2012	February 15 and 28, 2013
August 15 and 31, 2012	March 15 and 29, 2013
September 14 and 28, 2012	April 15 and 30, 2013
October 15 and 31, 2011	May 15 and 31, 2013
November 15 and 30, 2012	June 14 and 28, 2013
December 14 and 31, 2012	

ARTICLE XVII: 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 (following disability qualification period) Accident – to age 65 Illness – to age 65
60 and under	Benefit disability as described by carrier
61	To age 65, but not less than 5 yrs
62	3 yrs, 6 mos
63	3 yrs
64	2 yrs, 6 mos
65	2 yrs
66	1 yr, 9 mos
67	1 yr, 6 mos
68	1 yr, 3 mos
69	1 yr

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 dollar (\$30) co-pay per brand name prescription. A fifty-dollar (\$50) co-pay per non-preferred brand 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 brand 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 un-reimbursed 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 of 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 the Controller, and is in accord with the rules and regulations of the respective carrier.

C. Dental Insurance. The Employer shall contribute the full premium cost for a dental insurance plan policy premium for each 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 and may enroll in one of the following plans:

a. single plan

b. family plan

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.

D. Optical Insurance. The Employer shall contribute the full composite premium cost for an optical insurance plan policy premium for each regular full time employee deemed eligible (e.g. Vision Service Plan). Participation in the optical insurance 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 and may enroll in one of the following plans:

- a. single plan
- b. family plan

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

E. Workers' Compensation. If an employee 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 the employee's regular rate of pay for the number of days the employee 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 an 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.

F. 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 automobile.

G. 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 or a SUCCESS employee become 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.

H. 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.

I. 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.

J. 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.

K. Description. The Employer will provide a description of the benefits referred to in Sections A, B, C, and E of this Article to the Association and to individual employees upon request.

L. Health Benefits Advisory Committee. A Health Benefits Advisory Committee with representatives appointed by the Employer from a list of nominations from the Association, 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 Association.

The Association 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 Committee should meet monthly or quarterly as needed. 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

For 2012-2013, wellness participation is voluntary. The District shall provide each employee the opportunity to receive a biometric health screening at no cost to the employee. The District will set aside one adjusted-dismissal Wednesday for wellness education, including time for employees to complete an online personal health assessment.

ARTICLE XVIII: HEALTH PROCEDURES

A. Physical Fitness – New Employees. New employees are required to file a medical examination report with the Director of Health 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.

ARTICLE XIX: SAFETY PROCEDURES

Safety is a mutual concern of the Employer and employee. The Employer shall be alert to unsafe practices, equipment, or conditions and shall endeavor to provide a safe place of employment. The employee, in the course of performing duties associated with the mission of the Employer, shall be alert to unsafe practices, equipment, or conditions and shall endeavor to report any unsafe practices, equipment, or conditions to his/her immediate supervisor.

Whenever the physical facilities of the building are deemed unoccupiable for students, the building shall be deemed unoccupiable for employees. However, employees shall fulfill those activities deemed necessary by the Employer to assure the continuing provision of instruction.

ARTICLE XX: GRIEVANCE PROCEDURE

A. Definitions.

1. *Grievance.* A *grievance* is a claim made by an employee that there has been a violation of a specific provision of this Agreement.
2. *Aggrieved Person.* An *aggrieved person* is the person making the complaint.
3. *Party in Interest.* A *party in interest* is the person making the complaint and any person, including the Employer, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

C. Procedure.

1. *Time Limits.* Failure of an employee to initiate Level One on any alleged grievance within ten (10) working days from time of the occurrence of the alleged violation shall act as a bar to any written appeal at any step under these procedures.

2. *Association Grievance.* An Association grievance filed on behalf of a group of employees will begin the grievance process at Level Three.
3. *Year-End Grievance.* In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter. Reduction of the time limit shall be with mutual consent.
4. **Level One** Principal or Immediate Supervisor (Informal). An employee with a grievance shall first discuss it with the principal or immediate supervisor, with the objective of resolving the matter informally.
5. **Level Two** Principal or Immediate Supervisor (Formal). If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at mutually agreeable time, discuss the matter with the principal or immediate supervisor. The form for filing the grievance shall be designed by the Association, and subject to the approval of the Employer. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) working days after the date of occurrence of the event giving rise to the grievance. The principal or immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee within ten (10) working days after receipt of the grievance.
6. **Level Three** Executive Director of Elementary or Secondary Education or the Administrator responsible under the superintendent's level or his/her designee. In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved employee shall file, within five (5) working days of the principal's or immediate supervisor's written decision at the second level, a copy of the grievance with the Executive Director of Elementary or Secondary Education or the Administrator responsible under the superintendent's level or his/her designee. Within ten (10) working days after such written grievance is filed the aggrieved and the Executive Director of Elementary or Secondary Education or the Administrator responsible under the superintendent's level or his/her designee shall meet to resolve the grievance. The Executive Director of Elementary or Secondary Education or the Administrator responsible under the Administrator responsible under the superintendent's level or his/her designee shall file an answer within ten (10) working days of the third level grievance and communicate it in writing to the employee and the principal or immediate supervisor.

7. **Level Four Superintendent.** In the event a grievance has not been satisfactorily resolved at the third level, the aggrieved employee shall file, within five (5) working days of the Executive Director of Elementary or Secondary Education or the Administrator responsible under the superintendent's level or his/her designee's written decision at the third level, a copy of the grievance with the superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved and superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall file an answer within ten (10) working days of the Level Four grievance meeting and communicate it in writing to the employee and the Executive Director of Elementary or Secondary Education or the Administrator responsible under the superintendent's level or his/her designee.
8. **Level Five Binding Arbitration.** (a) If the aggrieved person is not satisfied with the disposition of the grievance by the Employer, the aggrieved person and the Association shall meet within five (5) working days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration. (b) If the Association determines that the grievance is meritorious, it may, with concurrence of the aggrieved, submit the grievance to arbitration within five (5) working days. (c) Within ten (10) working days after written notice to the Employer of submission to arbitration, the Employer 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 to obtain said commitment within the specified period, a written request for a list of arbitrators shall be made to the Federal Mediation and Conciliation Service (FMCS). The parties, within five (5) days of receiving said list, shall attempt to mutually agree upon an arbitrator. If the parties have not so agreed within five (5) days, then, from the list of arbitrators provided by FMCS, each of the parties (the moving party striking first) shall strike one (1) name at a time from the panel until only one (1) name remains. The person whose name remains shall be the arbitrator. (d) The arbitrator so selected shall confer with the representatives of the Employer, the employee and the Association. The arbitrator shall hold hearings promptly and shall issue his/her decision not later than fifteen (15) working days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions in the issues submitted. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be submitted to the Employer, the employee, and the Association, and shall be binding on the parties. (e) The costs for the services of the arbitrator, including per diem expenses, necessary travel, subsistence expenses, and cost of the hearing room shall be borne equally by the Employer and

the Association. Any other expenses incurred shall be paid by the party incurring same.

- D. Rights of Employees to Representation.** Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. Any aggrieved person may be represented at all formal and informal stages of the grievance procedures by himself or by the employee and a representative from the Association. If any employee files any claim or complaint other than under the grievance procedure of this Agreement, then the school district shall not be required to process the same claimed set of facts through the grievance procedures. All meetings and hearing under this procedure shall be conducted in private and shall include only witnesses, the parties of interest, and their designated or selected representatives heretofore referred to in this Article.
- E. Availability of Forms.** Forms for filing a grievance shall be available at the office of the Association, the office of the Executive Director for Human Resources Management, or the office of the principal of each building.
- F. Discriminating Action Prohibited.** The Employer shall not discriminate against an employee for filing a grievance.
- G. Separate Grievance File.** All documents, communications, and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

APPENDIX 1: SALARY SCHEDULE
2012-13 Department of Secretaries Salary Schedule

Range	Group A	Group B	Group C	Group D
Probation (6 months)	11.37	11.68	12.01	12.41
1 (3 fiscal yrs)	11.72	12.03	12.36	12.76
2 (3 fiscal yrs)	12.07	12.38	12.71	13.11
3 (3 fiscal yrs)	12.42	12.73	13.06	13.46
4 (3 fiscal yrs)	12.77	13.08	13.41	13.81
5 (3 fiscal yrs)	13.12	13.43	13.76	14.16
6 (1 fiscal yr)	13.47	13.78	14.11	14.51
6 (after 1 yr 10% of range 1 of groups: A,B,C, or D)	14.64	14.98	15.35	15.79

New employees will start in the Probationary Range unless experienced in their field, then they will start at a Range designated by the Human Resources Management Department and advance according to years of experience with the Des Moines Public Schools. Employees at the maximum of their salary Group will be provided an additional hourly salary adjustment after one year in Range 6. This hourly salary shall be equal to **10%** of Range 1 of their salary Group and is included on the above schedule.

\$.35 between each Range

\$.31 between Group A and Group B

\$.33 between Group B and Group C

\$.40 between Group C and Group D

An additional \$2.50 bi-weekly will be paid for each additional 15 semester hours of staff development or college work toward a BA degree.