

# **COMPREHENSIVE AGREEMENT**

between the

**Des Moines Independent  
Community School District**

and the

**Department of Associates**

of the

**Des Moines Education  
Association**

**2013-2015**



Des Moines, Iowa

**BOARD OF DIRECTORS**

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**Tom Ahart**

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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 Associates 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:

### Teacher Associates and Family Advocates

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 six (6) hours or more each work day.

- 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 six (6) hours each work day.
- F. The term *associate* (referred to by the State Department of Public Instruction as educational aide), as used in this Agreement, shall mean a person employed by the Des Moines Independent Community School District in a paraprofessional position on the staff and shall be regarded as synonymous with the term *teacher associate* as utilized by the Iowa Public Employment Relations Board.
- G. The term *paraprofessional*, as used in this Agreement, shall mean a person employed to assist a teacher or other professional employee.
- H. *Seniority* shall be defined as the number of consecutive years of employment in the district as an associate. In cases where two or more employees begin employment on the same day, date of application shall establish the order of seniority. Extended leaves of absence shall not be credited to the determination of an employee's seniority status.

#### **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 Association, subject to the approval of the Employer shall design the form authorizing payroll deduction, 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 pay check of each employee each two week pay period beginning in October and ending in June each year. The Employer must receive such deduction authorization cards not later than October 15<sup>th</sup> for employees who begin their school year at normal times. The Employer must receive deduction authorization cards not later than February 15<sup>th</sup> for employees who begin their school year at the start of the second semester. 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 August 1, 2013, and shall continue in effect until midnight on July 31, 2014, except for the wage increases on Appendix 1, Salary Schedule; which shall remain in effect until midnight on August 22, 2013. The parties may agree to open other issues during the duration of this contract by 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 day of August, 2013.

**DES MOINES EDUCATION ASSOCIATION**

**DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT**

By...*Pamela Bemis*.....  
President, Dept. of Associates

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

By...*Gregory Harris*.....  
Chief Negotiator

By...*Cindy Elsbernd*.....  
Vice President

By...*Thomas Harper*.....  
CFO

**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.** Within four weeks after the employee reports to his/her assignment, the building principal or his/her appropriate supervisor shall acquaint each employee under his/her supervision with the formal evaluation procedures as may be used and advise each employee as to the designated person or persons who will observe and evaluate the employee's performance. No formal evaluation shall take place until such orientation has been completed.
- B. Formal Observation.** His/her Employer for the purpose of evaluation shall formally observe each employee at least one time during each semester of employment. Following two successive satisfactory evaluations, the employee will be observed at least once every three years.
- C. Conference.** Observation of an employee shall be followed by a personal conference between the employee and the Employer.
- D. Written Evaluation.** Evaluation shall then be reduced to writing and a copy given to the employee within fifteen (15) working days of the observation. If the employee disagrees with the written evaluation, the employee may submit a signed and dated written position to the building principal or his/her appropriate supervisor and then 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 Employer shall provide written comments for the purpose of helping the employee improve weaknesses, as shown on the written evaluation.

- E. Informal Observation.** Additional evaluation of employees may occur through informal observations by the Employer. It may not be necessary to reduce such evaluations to writing, and a verbal discussion between the Employer and the employee concerning the informal observations may suffice. If a written evaluation is deemed necessary, Procedures C and D as outlined above shall be followed.
- F. 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 is defined as movement of an employee to a different building.

**B. Employee-Initiated Transfer.**

1. *Notification of Vacancies (Openings).* The Employer will announce on the district's web site and on the Job Line, not later than the second Tuesday in January, the known existing full time openings for associates by classification and locations that will be available for the subsequent school year, except those vacancies resulting from retirements when the associate retiring requests confidentiality. The Employer, on the third Tuesday in March, will make a current listing for the following school year of openings existing as of that date. Following April 1 and prior to the first contact day of the subsequent school year, known existing full time openings for associates identified by classification and locations that will be available for the subsequent school year will be maintained in the office of the Executive Director for Human Resources Management, and a list of such openings shall be provided to the employee upon his/her request. Known existing full time openings for associates, identified by classification and locations that will be available for the following school year will be posted in the office of the principal of each secondary school on the first Monday in August.
2. *Request for Transfers.* Immediately after an opening is made known, an employee desiring consideration shall submit a letter to the office of the Executive Director for Human Resources Management. All transfer requests requesting either general transfers or transfers to previously published specific openings must be received in the office of the Executive Director for Human Resources Management by no later than April 1. Transfer requests received after April 1 but before June 1 will be considered only after transfer requests received by April 1 are processed. The Human Resources department will process transfer requests through July 15, but only if the transfer request was

received on or before the June 1 deadline. An employee desiring transfer to an opening known after April 1 and prior to July 15 must have submitted a letter, on or before June 1, to the Executive Director for Human Resources Management, with a copy to the employee's principal, requesting consideration for the transfer. Employees who have filed a written request of transfer on or before June 1 shall receive, through school mail, a written acknowledgement of the request from the office of the Executive Director for Human Resources Management, within ten working days of the request reaching the office of the Executive Director for Human Resources Management.

3. *Procedure for Transfer.* If more than one employee applies for the same opening under the above conditions, and in the sole, exclusive, and final judgment of the Employer the employees' qualifications are considered equal, the employee with the greatest district seniority shall have priority.

**C. Employer-Initiated Transfer.**

1. *Notification.* In the case of Employer-initiated transfers, the principal of the school in which the employee works shall inform the employee in writing of the reasons for transfer. Employer-initiated transfers of an employee after the beginning of an academic year will not be effective until a personal conference has been held between the Employer and the employee. Employees may request mid year transfers to transfer from a 9-month contract to a 12-month contract.

**ARTICLE XI: PROCEDURE FOR STAFF REDUCTION**

- A. Attrition.** In the event it is necessary to have a reduction in staff, the Employer shall attempt to accomplish such reduction by attrition. In the event necessary reduction of staff cannot be accomplished by attrition, the Employer shall determine which employees are to be retained according to the following procedures:

1. *Staff Reduction Within a Building.* When employment cannot be provided in a particular building, 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. When those employees for whom employment cannot be provided in a particular building have qualifications considered equal, the employee with the least district seniority within the building shall be declared excess and transferred first. Employer-initiated transfers that result from this practice shall be conducted in accordance with the contract provisions expressly associated with Employer-initiated transfers contained in Section C.1 of Article X: Transfer Procedure.
2. *Staff Reduction Within the District.* When in the judgment of the Employer, it is necessary to have a reduction in staff within the district, such reduction will be

accomplished in the following order: (a) through attrition, (b) from among temporary employees unless needed to maintain an existing program, (c) from among regular part time employees with less than 3 years full time equivalent employment with the district unless otherwise needed to maintain an existing program, (d) from among regular part time employees with 3 or more years full time equivalent employment in the district unless otherwise needed to maintain an existing program. Should further reductions be necessary and when the remaining employees have equal qualifications, the employees with the least district seniority shall be laid off first.

- 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.** Any employee laid off pursuant to this practice shall have recall rights to any position for which he/she is or may become qualified for one year from the effective date of his/her layoff and shall be offered employment in such available positions in associate job classifications in inverse order of the layoff.
- 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's failure to respond affirmatively in writing within five calendar days after receipt of the Employer's letter shall cause loss of recall rights.

## **ARTICLE XII: PROFESSIONAL DEVELOPMENT**

- A. Definitions.** Professional development training is defined as training provided employees by the Employer during the service year.
- B. Professional Development Steering Committee.**
  - 1. *Makeup.* One-half of the members of the Professional Development Steering Committee, exclusive of the chairperson, shall be associate representatives appointed by the Employer from a list of nominations provided by the Association. The Deputy Superintendent or his/her designee shall serve as chairperson.
  - 2. *Responsibility.* The Professional Development Steering Committee shall be established to make recommendations to the office of the Deputy Superintendent on the general plan for the district's professional development training day.
  - 3. *Released Time.* Members of the Professional Development Steering Committee shall be granted released time to fulfill their responsibilities upon receipt of approval by the office of the Executive Director for Human Resources

Management. Attendance of employees at Professional Development Steering Committee meetings outside the parameters of the workday shall not be used in lieu of other employee obligations outside the parameters of the workday.

### **ARTICLE XIII: HOURS**

#### **A. Work Day.**

1. *Length of Day.* The total work day shall consist of not more than 7 hours and 30 minutes and shall include a scheduled duty-free lunch period as provided to employees under subsection 3 of this article. For Family Advocates the total work day shall consist of no more than 8.0 hours and shall include a scheduled duty-free lunch period as provided to employees under subsection 3 of this article.
2. *Arrival and Dismissal Time.* The arrival and dismissal time for each employee shall be determined by the Employer. Employees shall not be required to remain in the building after students have vacated the building on days preceding a holiday or vacation or designated parent-teacher conference flex day.
3. *Lunch Period.* Employees shall have a scheduled duty-free lunch period of at least 30 uninterrupted minutes. They shall not be required to be available during this scheduled lunch period for supervision unless an emergency situation arises involving the safety of students.
4. *Leaving the Building.* Employees may leave their assignments during the time encompassed by the employee's workday upon receipt of permission from their principal, their supervisor, or the Employer's appointed designee.
5. *Rest Periods.* All associates are entitled to two 15-minute rest periods in any work day 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. Such rest periods shall be with pay and shall not exceed 15 minutes.

#### **B. Meeting/Activities.**

1. *Faculty and Other.* An employee may be required to remain after the end of the regular workday for the purpose of attending faculty meetings or activities no more than 2 times each month. Attendance at such faculty meetings or activity shall not be required longer than one hour and 15 minutes beyond his/her pupils' regular dismissal time. Employees shall receive compensatory time for all time spent in meetings after the regular workday. Compensatory time shall be earned in increments of reasonable rounding to the closest fifteen (15) minutes.
2. *Morning/Evening Meetings or Activities.* No employee shall be required to attend any meetings or activities outside his/her regular workday.

#### **ARTICLE XIV: SERVICE YEAR**

**A. Basis of Employment.** Basis of employment for associates shall be 186 working days plus the agreed upon paid holidays. Basis for employment for Family Advocates shall be 200 working days plus the agreed upon paid holidays. 5 of the 200 working days shall be worked consecutively at the end and/or at the beginning of the new school year.

**B. Holidays and Vacations.** Associates shall be paid per diem for each of the following holidays and vacations:

- Labor Day
- Thanksgiving Day and the following Friday
- Five (5) days of Spring Recess
- Memorial Day

#### **ARTICLE XV: LEAVES OF ABSENCE**

**A. Prior Notice.**

1. Regular full time employees must complete a request for approval of absence from school duties on such form as provided by the Employer for all absences except illness. This form must be completed at least ten (10) days prior to the date of absence whenever possible.
2. If an employee expects to return to the assignment, the employee must notify the immediate Employer representative of such intention by no later than 45 minutes prior to normal student dismissal time on the previous day. If the employee does not give the required notification of intent to return and the substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay for this will be deducted from the employee's salary.

**B. Sick Leave.** An employee must report the intention to be absent from duty to the designated Employer representative by at least one hour before the employee's regular starting time, but in no case later than 7:00 a.m. on the day of absence. If possible, notification should be given on the previous day or earlier.

If an employee expects to return to an assignment, the employee must notify the immediate supervisor of such intention no later than 45 minutes prior to normal student dismissal time on the previous day. If the employee does not give the required notification of intent to return, and the substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay for this will be deducted from the employee's salary.

Regular full time employees shall be allowed sick leave of 15 working days during their first year of employment and 15 working days each year thereafter without loss

of pay. If an employee does not need to use the allotted days during the contract year, the unused days will be added to the allowance for the succeeding year. There is no limit on the total number of days that may be accumulated. In case of absences for illness or injury in any one year exceeding the aggregate of days allotted for that year, the excess shall be deducted from the employee's accumulated days. At the end of the year, any of the accumulated days which are unused shall be added to the regular allowance for the succeeding year. If an employee is unable to begin service under the contract on the date on which the contract is designated to begin, the employee shall nevertheless be entitled to draw compensation for any unused medically related disability leave accumulated from prior years of service with the district, pursuant to its regulations thereto, payable at the time regular installments are due under this contract, notwithstanding the fact that actual service did not commence under this contract for the school year covered therein. If an employee is unable to report for duty on the first day of the new contract, and had no accumulated sick leave on which to draw, compensation for sick leave will not be allowed under the new contract until the employee does report, whereupon it will become retroactive. All accumulated sick leave is forfeited upon the termination of employment.

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

**C. 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.

**D. Adoption.** Up to five (5) days of sick days may be utilized for adoption.

**E. Bereavement Leave.** In the case of the death of the wife, husband, child, or (step) child of a regular full time employee, or of the employee's (or spouse's) (step) father, (step) mother, (step) brother, (step) sister, (step) grandparent, (step) grandchild, or legal dependent, the employee shall be granted permission to be absent from duty by the office of the Executive Director for Human Resources Management for as many days, not to exceed five, during the individual employee's service year as may be necessary in the opinion of the office of the Executive Director for Human Resources Management for attendance at the funeral and for any other purposes directly arising out of said death, and no deduction of pay shall be made for the days of absence so granted.

**Funeral Leave.** In the case of the death of any other relative or person of unusually close personal relationship, one day or two half-days of absence shall be allowed

during the individual's service year without loss of pay for attendance at the funeral if the funeral is being held in the area of Greater Des Moines. If the funeral is being held outside the area of Greater Des Moines, one day of absence shall be allowed. The office of the Executive Director for Human Resources Management shall have the authority to extend the above provisions for any other purpose directly arising out of said death, and no deduction of pay shall be made for the days of absence required.

An employee who is paid while on bereavement leave during his/her extended service year shall have the obligation to complete his/her extended work assignment at no additional pay.

**Emergency Leave.** Regular full time employees shall be allowed a total of three days in any one school year, without loss of salary, for emergency leave such as illness within the immediate family, disaster, court subpoena, or other necessary court appearance, and other circumstances recognized as emergencies by the principal and the office of the Executive Director for Human Resources Management. An employee who is paid while on emergency leave during his/her extended service year shall have the obligation to complete his/her extended work assignment at no additional pay.

**F. Special Leave.** One day, or two half-days, may be used per school year, without accumulation, for special leave chargeable to the regular full time employee's current emergency leave. Such absence may not be taken during the first or last student contact week of the semester or immediately before or after holidays or vacation periods. Requests for special leave must be made on a form provided by the Employer, such form not requiring specific reasons, prior to the absence, with permission to be granted by the office of the Executive Director for Human Resources Management.

**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 from the employee's compensation will be made during the term of jury service, provided that all jury fees received by such employee be turned over to the school district.

**G. Political Activity.** A leave of absence may be granted for one semester or one year to an employee who desired to run for office or take part in political activity. This provision recognizes the rights and obligations of employees to be participating citizens in such activities as voting, discussing political issues, campaigning for candidates, or running for and serving in public office. Such a leave would be granted without pay.

**H. Educational Purposes.** Attendance at educational meetings or visiting other schools is permitted at full pay if the office of the Executive Director for Human Resources Management approves such absence. If any regular full time employee

wishes to be absent from duty for a brief period to attend a professional or para-professional meeting, or to visit schools, a written request for approval of such absence on a form provided by the Employer should be signed by the principal or supervisor and filed in the office of the Executive Director for Human Resources Management at least ten days prior to the first day of anticipated absence.

- I. **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.
  
- J. **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).
  
- K. **Extended Leave of Absence Without Pay.** Employees may request extended leaves of absence without pay for a period of time to be terminated at the conclusion of the semester during which the leave commenced or for one additional semester following the conclusion of the semester in which the leave commenced. An employee shall file an application in the office of the Executive Director for Human Resources Management. The application shall be reviewed by that office and will be submitted to the Board of Directors for their consideration. Extended leaves of absence may be granted for health, professional study, or family responsibilities, which may include child nurturing. The employee's service will resume either at the beginning of the fall or spring semester in accordance with the leave of absence agreement. While on extended leave, the employee's interest in the retirement funds, accumulated sick leave, and placement on the salary schedule shall be frozen. While no additional benefits will be provided by the Employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence, the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave. A request for early termination of the leave agreement and reinstatement of position must be made in writing to the office of the Executive Director for Human Resources Management at least thirty (30) days prior to the beginning of the new semester. The Employer shall reserve the right to delay reinstatement until the beginning of the school semester following the request. Early reinstatement before the beginning of the new semester to those granted a leave of absence for a regular

school year must indicate a desire to return within five (5) days of receipt of regular letter of intent sent to all employees.

- L. Summer School.** Associate personnel employed during summer school shall be granted two 'summer school days' of absence in a single term for either sick leave or emergency leave, or a combination of both, non-accumulative.
- M. 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.
- N. 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, sections A, B, C, D and G at a ratio proportionate to the employee's part time condition of employment.
- O. Compensatory Time.** Employees will be allowed to use their compensatory time off, in minimum increments of one (1) hour, provided they make a request a minimum of twenty-four (24) hours in advance and it does not infringe on the operational needs of the Employer.

#### **ARTICLE XVI: COMPENSATION**

- A. Basic Salary of Employees.** The basic salary of regular full time employees covered by this Agreement is set forth in Appendix 1 and Appendix 2, which is attached to and incorporated into this Agreement. The basic salary or regular part time employees shall be at a ratio proportionate to the employees' part time condition of employment.
- B. Effective Date.** The salary schedule contained in this Agreement shall take effect on August 1, 2013. Deferred payment to employees for work performed prior to this collective bargaining agreement will be made with reference to the salary schedule in effect when the work was performed.
- C. Placement on the Salary Schedule.** All new employees new as associates shall be employed at Step 1. Employees who leave district employment and return shall be placed at the step upon which they were previously employed, but at no higher than the fifth step of any wage classification on the employee salary schedule.
- D.** All summer school positions shall be filled on the basis of the needs of the school system as determined by the Employer, and employees shall be selected from available applicants.

**E. Reclassification.** Where a college course credit or other acceptable credit is to be used for the purpose of advancement on the salary schedule (or to maintain eligibility for employment), such credit must receive approval by the office of the Executive Director for Human Resources Management. In order to protect the quality and efficiency of instruction in the schools, every employee is required to report to the Human Resources Management Office all study pursued in any school or college during the period for which the employee is employed with the school district. The Executive Director for Human Resources Management shall determine the number of hours of collegiate work and staff development credit, which may be undertaken by any employee.

### **Approval for Courses of Study**

**Individual Course Approval.** Employees may submit the appropriate form (Form 61) for approval prior to the beginning of the course. If no prior approval, the employee may submit the appropriate certified transcript with no assurance of approval by the Human Resources Office for advancement on the salary schedule.

**Professional Development.** Professional development courses offered by the Des Moines Public Schools/Heartland AEA 11, and graduate credit courses from an accredited university may be taken without prior approval. Credit approval will be granted from the completed certificates provided to the Human Resources Management Office. Professional development courses offered by agencies other than the Des Moines Public Schools/Heartland AEA 11 and accredited universities must receive approval prior to the beginning of the course for acceptance to advance on the salary schedule. A certified transcript from the training institution or completion of course work certificate for staff development must be submitted to the office of the Executive Director for Human Resources Management for evaluation by September 15 in order that the salary of the employee can be changed from one class to another when applicable. The salary increase as a result of reclassification will be retroactive to the effective date of the salary schedule.

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

September 13 and 30, 2013	September 15 and 30, 2014
October 15 and 31, 2013	October 15 and 31, 2014
November 15 and 29, 2013	November 14 and 28, 2014
December 13 and 31, 2013	December 15 and 31, 2014
January 15 and 31, 2014	January 15 and 30, 2015
February 14 and 28, 2014	February 13 and 27, 2015
March 14 and 31, 2014	March 13 and 31, 2015
April 15 and 30, 2014	April 15 and 30, 2015
May 15 and 30, 2014	May 15 and 29, 2015
June 13 and 30, 2014	June 15 and 30, 2015
July 15 and 31, 2014	July 15 and 31, 2015
August 15 and 29, 2014	August 14 and 29, 2015

**G. Associates as Substitute Teachers.** Whenever an associate holding a valid teacher's certificate is used as a substitute teacher on one-half or more of a school day, he/she shall be paid at the rate of a substitute teacher. In no case shall an associate be paid less than his/her normal daily rate.

**H. Personal Property Damage.** The Employer shall establish a fund of \$350 for the purpose of reimbursing an employee for damage to the employee's personal wearing apparel or accouterments experienced as a result of the maintaining of discipline or of a violent act occurring when the employee is acting within the scope of his/her employment and pursuant to existing policy. An employee may request reimbursement only for the actual value of the damaged apparel or accouterments and only to the extent that such damages exceed the coverage provided by any Homeowner, Personal Property Floater, or similar valid and collectible insurance, and in no case shall reimbursement be granted that exceeds \$150 per employee per occurrence. Each request for reimbursement must be in writing to the Executive Director for Human Resources Management, must describe the incident and the damage, must be approved by the employee's principal or appropriate supervisor and must state the amount of reimbursement sought and verification thereof. Reimbursement determinations shall be the sole prerogative of the office of the Executive Director for Human Resources Management, and in the event the fund is exhausted during the duration of this Agreement, no additional requests for reimbursement shall be paid. The school district, the Board, each individual Board member, and all administrators shall be indemnified and held harmless 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 damage to personal wearing apparel or accouterments.

## **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 Accident – to age 65 Illness – to age 65
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. employee + 1 plan      c. family plan  
d. 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. employee + 1 plan      c. family plan d.  
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 health plan for the 2013-2014 year. Beginning 2013-2014 employees will have the opportunity to participate in the District's wellness program. (See Wellness Appendix.) Through participation in wellness employees can earn up to \$200 annually. These wellness incentive dollars will be used toward the health insurance premiums in the following year.

**Insurance Incentive**

Beginning July 1, 2014 employees who have elected single, employee + 1 or no medical coverage will be paid an insurance incentive. This incentive will be paid as income to the employee and be taxable. Employees will have the option to elect to defer this money into a tax sheltered annuity (TSA). The incentive is as follows:

Employees electing single coverage	\$500 per year
Employees opting out of medical coverage	\$500 per year
Employees electing employee + 1 coverage	\$250 per year.

Beginning 2014-2015

Annual premium for health insurance

	Without participation in wellness	With full participation in wellness
Single	\$200 per year	Fully paid by the District
Employee + 1	\$200 per year	Fully paid by the District
Family	\$200 per year	Fully paid by the District

Section 125 of the Internal Revenue Code allows an employer the opportunity to set up a flexible premium for employees. The Employer agrees to pay employee premiums under the rules and regulations of Section 125 of the Internal Revenue Code. 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. The medical reimbursement plan runs on the fiscal year. Medical reimbursement enrollment will be held in conjunction with annual open enrollment in May of each year. Dependent reimbursement plan runs on the calendar year. Dependent reimbursement enrollment will be held in November of each year.

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 information for health benefit plans will be available from the Benefits office. Open enrollment occurs each year in May. Changes within any plan will be allowed, provided the request for change is made on an appropriate application, transmitted to the Benefits office, and is in accord with the rules and regulations of the respective carrier.

**P. 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.

**Q. 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.

- 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 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 5<sup>th</sup> 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, 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 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 2013-2014, 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. All Employees will be made aware of the building safety procedures and participate in required drills.

## **ARTICLE XX: GRIEVANCE PROCEDURE**

### **A. Definitions.**

1. *Grievance.* A *grievance* is a claim made by an employee or the Association 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 and Waiver.* 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. *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.
3. **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.
4. **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.
5. **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.

6. **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.
7. **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  
**2013-14 Educational Associates Salary Schedule**  
*Daily Rate*  
*(7-½ hours)*

<b>Step</b>	<b>* Class I</b>	<b>**Class II Sp Ed</b>
<b>Base</b>	<b>71.85</b>	
1	74.68	84.59
2	75.60	85.51
3	76.52	86.43
4	77.44	87.35
5	78.36	88.27
6	79.28	89.19
7	80.20	90.11
8	81.12	91.03
9	82.04	91.95
10	82.96	92.87
11	83.88	93.79
*12	84.80	94.71
<b>Longevity 13+</b>	92.34	102.25

1. An additional 25 cents per day will be paid for each 15 semester hours of staff development or college work toward a B.A. degree.
2. A differential of \$2.50 per day will be paid for a B.A. degree.
3. Summer employment shall be at a rate determined solely by the Employer.
4. Those employees who have been at the maximum of their salary columns for more than one year shall receive additional daily salary as follows: 10.5% of base (\$7.54/day.) This is included on the above schedule.
5. Busing associates for the Voluntary Transfer Program shall be paid a differential of \$10 per day.

## **Appendix 2: Wellness Appendix**

The District will provide to all employees a wellness program to benefit the health and wellness of all employees.

- The wellness program shall be voluntary on the part of the individual employee.
- The District will not receive individual personal health information from the program pertaining to individual employees.

The 2013-14 and 14-15 Wellness plan will consist of the following components:

1. A comprehensive wellness program will be offered to DMPS employees.
2. Employees will be eligible to earn up to \$200.00 incentive for completing specified wellness actions/activities in the 2013-2014 and 2014-15 school years. The incentive will be broken down as follows:
  - \$100 for completing the biometric screening and health risk assessment.
  - \$100 for completing 6 wellness activities as defined by the Healthy U Program on the DMPS website.
3. Incentives earned in 2013-14 school year will be applied towards premiums for the 2014-15 school year. Incentives earned in the 2014-15 school year will be applied toward the premiums for the 2015-16 school year.
  - Should an employee fail to fully participate in the 2013-14 or in the 2014-15 school year he/she will be individually responsible for a \$200 annual employee contribution to the health insurance. This \$200 contribution applies to all policy types; single, employee + 1, and family.
  - The same methodology will apply in subsequent years.
4. Individuals not enrolled in the DMPS health plan will be eligible for a \$100.00 incentive (taxable) for completion of 6 wellness activities.
5. DMPS will have a full time Wellness Program Coordinator on staff who will be responsible for overseeing the program.
6. The Health Benefits Advisory Committee will serve an integral role in development and implementation of programs.
7. Each building will have a wellness champion assigned to assist in communication and plan support.

### **Wellness Incentive**

1. The Wellness incentive that is set forth above in paragraph 2 is offered to all employees in the following form:
  - Family insurance recipient – credit to be applied to premium in subsequent year
  - Employee + 1 Insurance recipient – credit to be applied to premium in subsequent yearSingle Insurance recipients – credit be applied to premium in subsequent year



**LETTER OF UNDERSTANDING  
STAFFING PROTOCOLS – 12-MONTH ASSOCIATES**

The Des Moines Education Association (Association) and the Des Moines Community School District (District) have agreed to the following understandings to facilitate 12-month regular associate positions. The purpose is to provide consistent, high quality staff for the early childhood centers of the District throughout the year. Both parties agree that some trial and error will occur as we implement this. Therefore, we will consider this a pilot program initially, to be revisited, if necessary, during 2007-08 negotiations. We will implement this, with Association approval, as soon as practical.

1. General: Follow the guidelines set forth in the Comprehensive Agreement for associates.
2. Additional:
  - Salary – Current daily rate.
  - 9 Non-Working Paid Holidays – Independence Day, Labor Day, Thanksgiving (2 days), Christmas (2 days), New Years (2 days), and Memorial Day.
  - Vacation – earn 10 days per year according to the Comprehensive Agreement. Vacation can be used after 1 year of service. 10 days per year vacation can be carried over. Vacation days can not be used during winter or spring breaks. Current associates, who switch to this group in 2006 as part of this implementation, will have 7.5 vacation days credited and available for immediate use.
3. Filling the positions:
  - A. Associates at the Pomerantz Early Learning Center will have priority to move into the 12-month associate positions at that location.
  - B. If the Pomerantz staff does not want to move into the 12 month positions by July 1, 2006, they will request a transfer for the 06-07 school year. The transfer form will be due by April 1, 2006. These people will be considered “Excess” and given priority for transfer.
  - C. The transfer process already in place for teachers and associates will be used to move staff into the 12-month positions if needed.
  - D. If vacancies occur during the year, the position will be posted and filled with interim person to allow for other interested District staff to transfer into these positions. For this year, 12- month associate vacancies will be listed in the large March master list.
  - E. Final payout will be agreed to by both parties and will occur as soon as practical at the time an employee moves into a 12-month associate position.
  - F. The year will begin on July 1, of each year for 12-month associates.
4. Parties agree that this methodology and this protocol is not precedent setting to nor applicable to any other bargaining unit.

FOR THE ASSOCIATION

FOR THE DISTRICT

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**DMPS & DMEA  
GRIEVANCE REPORT**



**LEVEL ONE**

\_\_\_\_\_   
Aggrieved Party

\_\_\_\_\_   
Article/Section of Agreement

\_\_\_\_\_   
Building

\_\_\_\_\_   
Date of Violation

\_\_\_\_\_   
Principal/Supervisor

\_\_\_\_\_   
Date of Conference

*(Level Two must be filed within fifteen working days after the date of occurrence of the event.)*

-----   
**LEVEL TWO**

Date Filed: \_\_\_\_\_

State of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_   
Signature of Aggrieved

\_\_\_\_\_   
Date Filed

*(Must be filed within fifteen working days after the date of occurrence of the event.)*

**LEVEL THREE**

Aggrieved Employee's Response

\_\_\_ I agree with the decision at Two

\_\_\_ I appeal the Level Two decision to Level Three

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date of Response

*(Must be filed within ten working days after receiving Level Two Response.)*

-----  
**LEVEL FOUR**

Aggrieved Employee's Response

\_\_\_ I agree with the decision at Three

\_\_\_ I appeal the Level Three decision to Level Four

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date of Response

*(Must be filed within ten working days after receiving Level Three Response.)*

-----  
**LEVEL FIVE**

Aggrieved Employee's Response

\_\_\_ I agree with the decision at Four

\_\_\_ I appeal the Level Four decision to Arbitration

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date of Response

*(Must be filed within ten working days after receiving Level Four Response.)*

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Grievance Procedures may be located on the following pages of the Comprehensive Agreements:

- Certified Employees (Teachers) Contract, Page 29
- Department of Associates Contract, Page \_\_
- Department of Secretaries Contract, Page \_\_

Comprehensive Agreements may also be found online at [www.dmschools.org](http://www.dmschools.org).

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