

**COMPREHENSIVE
AGREEMENT**

between the

**Des Moines Independent
Community School District**

and

**Local 2048
American Federation of State, County and Municipal
Employees AFL-CIO**

**“Before-and-After (School Child) Care Givers,
(Cowles) Child Care Givers, and
Child Care Giver Assistants”**

2015-2016

Des Moines, Iowa

DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT
 BOARD OF DIRECTORS
 CONTRACT PROPOSALS
 TO
 AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
 IOWA/COUNCIL 61
 OPERATIONS
 2015-2016
 Submitted February 11, 2015

Notes: If the Union has made a proposal to which no specific response is set out in these proposals, then the Board's response to such a proposal is that it not be included in the contract.

If the Board does not propose that an article or provision be amended, then it is the Board's proposal that current contract language for that article or provision be maintained.

This proposal is a package proposal, and it must be accepted in its entirety or it will be considered to have been rejected.

The Board has identified the following Union proposals as non-mandatory subjects of bargaining. The Board reserves its right to refuse to negotiate regarding the Union proposals that are non-mandatory subjects of bargaining, and the Board will not agree to submit to impasse any of the Union proposals which are non-mandatory subjects of bargaining.

Article II	Dues Deduction	60 Days Notice
Article II	Dues Deduction	Orientation
Article II	Dues Deduction	PEOPLE Deduction
Article VI	Duration	Section A Duration
Article VI	Duration	Section D Execution
Article XIV	Wages	Section A Email
Article XVIII	Grievance Procedure	Step 4 Invocation of Arbitration
Article XXI	Employee Evaluation	Fair and Impartial

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CHAPTER 1: RELATIONSHIPS

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 Local 2048—American Federation of State, County, and Municipal Employees (AFL-CIO), hereinafter referred to as the Union, agree as follows:

Article I: Recognition

The Des Moines Independent Community School District is recognized as a public employer governed by the Board of Directors. The Local 2048, American Federation of State, County, and Municipal Employees, AFL-CIO, as determined and ordered by the Public Employment Relations Board, is recognized as the sole and exclusive bargaining agent for the purpose of negotiating for and representing regular full time and regular part time, hereinafter named, employees of the Employer, including all:

Before-and-after- (school child) care givers, (Cowles) childcare givers, and Lead Child Care giver and excluding:

Supervisory, confidential, and other employees excluded by the Act and all employees in other certified bargaining units.

Article II: Dues Deduction

The Employer agrees to deduct Union membership dues from each regular check of the employee for those employees who are members of the Union and who individually request in writing that such deductions be made, and then submit the request to the Employer. The form authorizing payroll deduction shall be designed by the Union, with the approval of the Employer, which shall not be unreasonably withheld (see Appendix C), and expenses for producing and distributing the form shall be borne by the Union. The initial deduction shall be implemented in the payroll that is distributed not later than the third week after the date of delivery of such authorization to the Payroll Office. The

Union agrees that any change in the rate of Union dues shall be certified to the Employer and the amount to be deducted from each member's paycheck shall be specified by individuals on a list transmitted to the Employer by the treasurer of the Union.

Employees may terminate dues deduction on 30 days written notification to the Employer and the Employer will notify the Union of such dues termination. Dues deduction will be discontinued by the Employer when the employee dies, retires, is separated from employment. If an employee's wages available for Union dues are less than such dues, no deduction will be made.

The aggregate deductions of all employees shall be remitted with an itemized statement to the treasurer of the Union within three weeks after payroll dues deductions.

The Union agrees to indemnify and hold harmless the Employer against all claims, suits, and other forms of liability and all court costs arising out of the provisions in the agreement between the parties for dues deduction. The Employer shall notify the treasurer of the Union when an employee's dues are terminated because of death, retirement, termination of

employment or any other reason. The Union agrees to refund to any employee or the Employer any amounts paid to it in error that may result from administration of this dues deduction provision.

Article III: Definitions

- A. The term “regular full time employee” shall mean all employees in the bargaining unit as defined and certified by the Public Employment Relations Board who work 30 to 40 hours a week for the Employer and at least 9 months per year.
- B. The term “regular part time employee” shall mean all employees in the bargaining unit who regularly work less than 30 hours a week and at least 9 months per year.
- C. For the purpose of the Agreement, the bargaining unit shall be comprised of the childcare unit. Job categories shall be designated as jobs within the department and will be identified below by capitalized letters. Job classifications shall be designated within the department and shall be identified below by small case letters:

CHILD CARE UNIT
COWLES CHILD CARE GIVERS
Child Care Giver (part time)
Child Care Giver (full time)
Lead Child Care Giver

BEFORE AND AFTER SCHOOL CHILD CARE GIVERS
(Metro Kids Care)
Child Care Giver (part time assigned)
Child Care Giver (part time pool)
Lead Child Care Giver

- D. Promotion shall mean the assignment of an employee to a higher compensation level.
- E. Demotion shall mean assignment of an employee to a lower compensation level.

Article IV: Rights

Public Employer Rights. Consistent with this Agreement, the Public Employer 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.

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

1. Use school facilities for general union meetings contingent upon receipt of approval from the Office of the Superintendent.
2. Hold union meetings in school buildings contingent upon receipt of approval from the Office of the Building Principal.
3. Distribute Union material through the school messenger service, building mailboxes and electronic communication.
4. Post notices of activities and matters of Union concern on bulletin boards customarily used for the posting of information to employees and as designated by the Employer.
5. The Union president shall receive a list of new employees upon hiring and their place of work. The district will be responsible for providing a contract book and a list of union representatives to each new employee. (Note: the Union will be responsible for maintaining the list of representatives provided to the District.)
6. When the Union is invited to participate on District committees, the Union shall appoint its representative.

Article V: Finality and Effect of Agreement

This Agreement supersedes and cancels all previous collective bargaining agreements between the Employer and the Union, unless expressly stated to the contrary herein, and 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 Union, 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.

The only exception is in the event that any provision of this Agreement shall become void or illegal during the term of the 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 Union agree to meet at the earliest possible mutually agreeable time (within 30 days) for the purpose of negotiations to replace void or illegal provisions.

In the event the parties do not reach mutual agreement on a provision to replace the specific provision determined to have become void or illegal within fifteen (15) days following the beginning of negotiations, the Union shall have the right to then, within 14 calendar days, request arbitration and notify the Employer of such request. The arbitration proceeding shall be conducted by an arbitrator selected by the Union and the Employer. If they cannot agree, the Public Employee Relation Board will be asked to supply a list of seven names. The Employer and the Union will alternately strike names. The first party to strike shall be determined by lot. The remaining name shall be the arbitrator.

The arbitrator, in his/her opinion, shall be limited to deciding upon either the Employer's or the Union's final offer as to which is the most appropriate amendment for the specific provision that had become void or illegal. The decision of the arbitrator will be binding on both parties. Expenses for the arbitrator's services shall be borne equally by the Employer and the Union.

Article VI: Duration

- A. This Agreement shall remain in full force and effect from July 1, 2015, and shall continue in effect until midnight on June 30, 2016.
- B. Either party may give written notice to the other party to terminate or modify Appendix A and Article XVI, Insurance, of the Agreement not less than 180 calendar days prior to the District's budget certification date, as established by the Code of Iowa, and appropriate for the year beginning July 1, 2015. If no such notice is given, this Agreement shall remain in effect for one additional year and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.
- C. Either party may give written notice to the other party to terminate or modify the Agreement not less than 180 calendar days prior to the District's budget certification date as established by the Code of Iowa and appropriate for the year beginning July 1, 2015. If no such notice is given, this Agreement shall remain in effect for one additional year and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Chief Negotiators and their signatures placed thereon.

DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT

.....
Cindy Elsbernd, President
Rob Barron, Vice President

.....
James Hanks, Chief Negotiator

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

.....
Urasaline Frith, President

.....
Rick Eilander, Chief Negotiator

CHAPTER 2: PROCEDURES

Article VII: Seniority

- A. Seniority. Seniority means a regular employee's length of service since his/her last date of hire. Seniority shall be computed on the total continuous service in the department, (Metro Kids) before-and-after care givers; and (Cowles) childcare givers. Seniority shall not be prorated. Academic employees who work during the summer shall be credited with seniority in the department in which they are working during the summer.
- B. Probation. A new employee shall serve a probationary period of one hundred twenty (120) actual workdays. Time on leave status shall not be credited toward computation of the probationary period. Probationary employees may be terminated for any reason without recourse to any procedures in this Agreement.
- C. Posting. On September 15th, the Employer shall post on appropriate bulletin boards a list showing the employees' total continuous service in the appropriate department represented in the unit. The list will show the employees' original date of hire in the unit. A copy of the seniority list shall be sent to the Union president when it is posted.
- D. Breaks in Service. An employee's seniority record shall be broken by voluntary resignation, discharge, reduction in force, and retirement. Should an employee laid off return to work within one year, the seniority will pick up from the date of his/her return. Seniority rights will be forfeited if the continuous period of lay off exceeds one year. An employee who is absent from work for three consecutive workdays without notification for valid reason to the Employer will be considered having resigned. Should an employee leave the unit represented by the Union, the employee's seniority will be frozen. Should he/she return to the unit, his/her seniority shall continue from the seniority level previously attained.

Article VIII: Transfer Procedure

- A. Transfer shall be defined as the movement of any employee to another child care center. A vacancy exists as a consequence of an employee's action or the creation of a new position. Nothing herein shall be construed as restricting the Employer from exercising its right to fill any vacancy with a regular employee or a temporary employee on a temporary basis or to prohibit the Employer from directing the work of its public employees.
- B. The Employer will post/advertise all vacant positions in the Metro Childcare/Cowles Childcare Units. Employees desiring a transfer may file a written request with the office of the Coordinator of Preschool Education and Child Care Services requesting transfer to a specific child care center.

The Employer shall consider the needs of the District and each applicant's qualifications. When two or more applicants have equal qualifications, the employee applicant with the greatest seniority within the department will be given priority.

- C. The Employer maintains the right to hire and assign employees to any vacancy and may hire and assign from outside the present employees, however, present employees shall be given first consideration for transfers if an application for transfer is on file.
- D. Lateral transfers within the same job class shall be awarded upon consideration of the following criteria applied for the period of one year prior to the posted closing date of the position.
- Attendance – Employees must have 10 or less days of used sick leave. Any hospital stay days OR the single longest consecutive leave of three days or more will not be counted towards this 10 day standard.
 - Evaluation – Composite score of “meets”
 - Discipline – No formal discipline on record
- Thereafter consideration will be given to seniority.
- E. An employee selected to transfer must remain in that position for 12 months, except during the four year term of this agreement employees may also have two upgrade transfers (Transfer to a position which has a higher pay grade.)

Employees assigned to new job classifications shall serve a trial period of sixty (60) actual work days during which time, if satisfactory service is not shown, the employee may be transferred to a job classification in which they have previously provided satisfactory service.

During the first ten (10) working days in a new assignment, the employee shall be allowed to transfer back to the last held position. Such return rights shall be limited to one per year when exercised by the employee.

If the employee exercises this ten (10)-day option or the employer exercises the sixty (60)-day option the twelve (12) month rule above does not apply.

Article IX: Staff Reduction Procedure

The Employer for any reason may determine that it is necessary to reduce the number of employees. In the event it becomes necessary to lay off employees within a particular job classification, the reduction shall be based upon the needs of the school system as determined by the Employer and the relative skill, ability, and competence of the employees for which employment cannot be provided.

Whenever lay off occurs, if the skill, ability, and competence of the employees within the affected job classifications are considered equal, the employees for which employment cannot be provided shall be laid off in the inverse order of their seniority. No new employees shall be hired until all employees on lay off who are qualified and desire to return to work have been recalled. The affected employees and the Union shall be notified at least fourteen (14) days prior to the effective day of such lay off. An employee scheduled for lay off shall have the right to replace an employee with less seniority and lesser qualifications in his/her department.

When a specific opening or openings occur within one year of the lay off and more than one employee applies for the position, the recall shall be based upon the needs of the school system as determined by the Employer and the skill, ability, and competence of the

employees. If the skill, ability, and competence of the employees are equal, then the employee with the greatest previous seniority within the department shall be recalled, provided that he/she meets the qualifications necessary for that opening.

An employee, who fails to return to work at the job classification laid off from within five working days after being notified by certified mail to the employee's last known address on file in the office of the Coordinator of Child Care Services, shall lose his/her status as an employee.

CHAPTER 3: HOURS

Article X: Hours of Work and Overtime

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

- A. Work Week. The normal workweek for regular full time employees shall be 30 to 40 hours work, excluding lunch periods, from Saturday through Friday. The normal workweek for regular part time employees shall be less than 30 hours, excluding lunch, depending on assignments.
- B. Posting. Anticipated work schedules showing employees shifts, workdays, and hours shall be included in the appropriate employee handbook at the beginning of each school year. The employer will make a concerted effort to notify employees of changes in their schedule as soon as possible.
- C. Rest Periods. All employees are entitled to rest periods as follows: Employees who work at least four (4) consecutive hours shall be granted one rest period. Employees who work at least six (6) consecutive hours per workday shall be granted two rest periods. Rest periods shall be with pay and shall be for fifteen (15) minutes.
- D. Overtime. Overtime for regular full time employees shall 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 40 hours a week. The overtime provision of 8 hours a day shall not apply to those employees whose regular assignment exceeds 8 hours a day.

Only holiday hours may be included as hours worked during a week for the purpose of computing overtime pay for hours worked in addition to 40 hours a week. Overtime shall not be paid more than once for the same hours worked. The need for overtime and its assignment shall be the employer's decision. Any work performed outside the designated work hours must have prior approval by supervisory personnel. There shall be no pyramiding or duplicating of overtime pay. For regular part time employees, time and one-half shall be paid for work performed over (8) eight hours a day, or (40) forty hours a week.

Regular employees, both full and part time shall be given the opportunity to request to work extra work shifts and assignments. A sign up list will be distributed not later than September 15, and April 15, by the employer for the purpose of providing the employees a means of requesting extra work shifts and assignments.

- E. Reporting Time. Any employee who is schedule to report to work and who reports for work as scheduled shall be assigned to at least two hours of work. Exception: When notification has been made by public media that all schools are to be closed, for inclement weather or because of an emergency, employee’s vacation days may be used at the employee’s option when all schools are closed and work is not provided because of emergency or inclement weather.
- F. Child Care Givers will be paid at their hourly rate for time when required to be on duty in the child care center beyond their regularly scheduled hours. Late fees will be collected from parents by the Employer.

Article XI: Holidays

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

New Year’s Day	Thanksgiving Day
Day before or after New Year’s	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day before or after Christmas
Labor Day	Employer-designated holiday (optional 1 day)

- B. Eligibility. An employee shall be eligible for holiday pay if he/she would have been scheduled to work on one of the holidays listed above and if he/she worked the last scheduled day prior to the holiday and the scheduled day immediately following. If a holiday is observed on an employee’s scheduled vacation or during the time an employee is on paid leave, he/she shall receive one additional vacation or leave day.
- C. Holiday Pay. Eligible employees who perform no work on a holiday shall be paid at their usual hourly rate, based on the number of hours they regularly work.

Article XII: Vacations

- A. Eligibility and Allowance. All regular full time employees shall be granted an annual paid vacation period at the end of each fiscal year. The paid vacation period shall be based upon the employment in that fiscal year and shall be prorated for those employees that work less than the full fiscal year.

Service Requirements	Vacation Period	
	12 month employees	9 month employees
Less than six (6) months	None	None
6 months through 11 months	5 work days	3.75 work days
More than 11 months through 6 fiscal years	10 work days	7.5 work days
7 fiscal years through 12 fiscal years	15 work days	11.25 work days
13 fiscal years or more	20 work days	15 work days

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

- B. Vacation Pay. The rate shall be the employee’s regular straight time rate of pay. Employees shall receive pay for vacations at the time of their regularly scheduled pay days.
- C. Vacation Period. Vacation schedules shall be set by the Employer; however, employees may request a particular period for vacation. Vacation time accrued may be used outside the normal time frame for an approved emergency after emergency days are used. Exceptional reasons for variations from this procedure may be considered. Vacation days accrued during one fiscal year must be used before the end of the following fiscal year.
- D. Work during vacation. Any regular full time employee who is requested to work and does work during his/her vacation period shall be paid at a rate of time and one-half the employee’s straight time hourly rate. For the purpose of computing additional overtime, only hours actually worked shall be counted toward the 40 hours. The hours or days worked, however, shall be added to the remainder of the employee’s vacation bank.
- E. Vacation rights. All regular full time employees who are laid off, discharged, retire, or resign prior to their vacation shall be compensated for earned vacation unused by the employee at the time of separation.

Article XIII: Leaves Of Absence

- A. Definition. Leaves of absence means authorized absence from the job—paid or unpaid—except for medically related disability leave. An extended leave means more than two weeks’ leave.
- B. Eligibility. Regular full time employees shall be eligible for leaves of absence after the probationary period.
- C. Application for leave. Regular employees must complete a request for approval of absence from duties on such form as provided by the Employer on all absences except bereavement, medically related disability leave and emergency leave at least 10 days prior to the date of absence requested. The form is submitted to the employee’s immediate supervisor who approves or disapproves, and forwards it to the office of the Coordinator, Preschool Education and Child Care Services.
- D. Paid leaves. The employee may be paid regular straight time for hours he/she would have worked, excluding overtime, for the following authorized leaves:

1. Bereavement Leave	In case of the death of wife, husband, grandparents, (step) child, or (step) grandchild of an employee or the employee’s (or spouse’s) (step) father, (step) mother, (step) brother, or (step) sister, the employee will make application to the office of the Chief of Human Resources to be absent from duty for as many days, not to exceed five days per death, as may be necessary for attendance
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	<p>at the funeral and other purposes directly arising out of said death.</p> <p>In the case of death of other relative or person of unusually close personal relationship, one-half day of absence shall be allowed for attendance at the funeral if the funeral is in the Des Moines area and one day if the funeral is outside the Des Moines area. (See map located in appendix D.)</p>
2. Jury Duty	In the absence of extraordinary circumstances, employees may be excused for jury duty. No deduction from the employee's compensation will be made during the term of jury service provided that all jury fees received by any such employee shall be turned over to the school district.
3. Civic Duty	Employees subpoenaed to appear before a court or other public body shall be granted necessary time off with pay. Except on matters personal to the employee and/or civil actions adverse to the District.
4. Emergency Leave	All regular 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 office of Chief of Human Resources. 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. The special leave will be chargeable to the employee's emergency leave. Such absence may not be taken immediately before or after holidays or vacation periods. Requests for special leave must be made on a form provided by the Employer, prior to the absence, with permission to be granted by the office of the Chief of Human Resources.
5. Military Reservists	A leave of absence will be granted for military reservists for required training purposes for a period not exceeding 30 days in any calendar year.
6. Education Training Leave	Employees are encouraged to take courses/training which the Employer recognizes as job-related. In the event a job-related course/training only occurs during the employee's regular hours of work, he/she shall attend without loss of pay, provided the Employer has approved this leave.

E. Unpaid leaves.

1. Union Business	An employee elected to any union office or selected by the union to do work which takes him/her away from employment with the Employer may be granted a leave of absence not to exceed one year with the possibility for renewal for no more than one additional year.
2. Military Service	Leaves of absence are granted for military purposes, not to exceed the enlistment or draft period. On completion of the military service, the employee is entitled to reinstatement at the same wages he/she would have received had he/she not taken such a leave, but subject to the following conditions: That the position was not abolished, that he/she is physically and mentally capable of performing the duties of the position, that he/she makes written application for reinstatement to the Chief of Human Resources within 90 days after termination of service; and that he/she submits a discharge other than a dishonorable discharge from military service.
3. Political Activity	A leave of absence without pay may be granted to an employee for either six months or a year, to run for office or serve in office.
4. Other Reasonable Purposes	Leaves of absence without pay for limited periods not to exceed six months may be granted for a reasonable purpose upon application of the employee and approval by the Employer. Such purposes might include education, training, and family responsibilities (including child nurture). Such leave may be extended upon application of the employee and approval by the Employer.
5. Benefits	While on extended unpaid leave, the employee's interest in retirement funds, vacation, accumulated medically related disability 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. Exemption – See Article XX Section B for further information.

6. Seniority Status	The employee's seniority status will be frozen during authorized extended unpaid leave except military leave. He/she will be returned to a similar job following his/her return if such position is still available and the employee has greater seniority than other qualified employees. If an employee on leave fails to report to work the first work day following expiration of the leave, he/she will be considered to have voluntarily resigned.
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CHAPTER 4: COMPENSATION & BENEFITS

Article XIV: Wages

- A. Wages. Regular employees will be compensated in accordance with the job classification and hourly rates on the wage schedules attached to this Agreement and marked Appendix A.

- B. Pay Period. The wages of employees shall be paid on the same day every two weeks. Each employee's paycheck stub shall indicate hours, hourly rate, gross salary at his/her regular and overtime rate and all deductions from his/her gross salary shall be identified and the amount of each deduction shown.

- C. New Job Classifications. Should any position not on this wage schedule be established during the duration of this Agreement, the Employer shall designate the classification and shall notify the Union of the opportunity to negotiate the rate structure for that position. In the event the parties fail to agree on a rate structure within fifteen (15) days following the beginning of negotiations, the Union shall have the right to request arbitration in accordance with Article XVIII, Section C, Step 4. The arbitrator shall decide upon either the Employer's or the Union's final offer as to which will be the rate structure. The decision of the arbitrator shall be binding on both parties.

Article XV: Medically Related Disability Leave

- A. Allowance. Regular employees shall be granted on July 1st of each year, leaves of absence with pay for an employee's personal medically related disability. First year employees shall accrue medically related disability leave at a rate of one-and-one-quarter days per month. At the completion of one year, fifteen (15) days per year thereafter shall be granted on July 1st of each year to each employee. Three days of accumulated medical related disability leave may be used for illness of immediate family member (See Article XIII, Sec. D-1).

- B. Accumulation. If an employee does not use the allotted days during the contract year, the unused days will be added to the allowance for the succeeding year. The amount of accumulated medically related disability leave shall be unlimited. All accumulated medically related disability leave is forfeited upon termination of employment. If an employee is unable to report for duty on the first day of the new contract, compensation for medically related disability leave will not be granted under the new contract until the employee does report.

- C. An employee must report the intention to be absent from duty to the designated Employer representative by 8:00 p.m. of the previous day if possible. In no case shall notification be later than 2 hours before the beginning of the regular shift on which he/she works. If an employee expects to return to an assignment, he/she must notify the designated

Employer representative by 3:00 p.m. the previous day.

- D. Time taken by an employee mother immediately before and after the delivery of a baby shall be judged paid medically related disability leave and charged against the medically related disability leave accumulation of the employee. Her paid medically related disability leave will halt when her physician attests she is capable of returning to work or when her accumulated medically related disability leave allowance runs out.
- E. The Employer may require a medical certificate or other appropriate verification for absences covered by this Article. It is not the Employer's intent, nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage, or in those cases where sick leave abuse is suspected.

Article XVI: Insurance

- A. Life and Disability Insurance. The Employer will pay the full insurance policy premium for each regular full time employee (as defined in Article III) to provide a group insurance package consisting of (1) \$30,000 individual life insurance \$50,000 individual life insurance for security personnel), and (2) an individual long term disability program. The individual long term disability coverage will become effective fifteen days after accumulated medically related disability leave, emergency leave, and vacation allowance expire and will provide at a rate of 60% of the employee's salary at the date of disability. Employee coverage for employees under age 61 for disability due to illness shall in no case extend beyond the age of 65. Employee coverage for those employees under age 61 for disability due to accident shall in no case extend beyond the age of 65. Employee benefit payment period for employees over age 60 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 Period (following disability qualification period)
Age 60 and under	Benefit period as described above
61	To age 65, but not less than 3 yrs, 6 mos
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 benefits 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 plan. The employee must complete an application for health insurance within 30 days of date of hire. Provided the application is submitted to the Benefits office of

Human Resources within 30 days, coverage will be effective the first of the month following submission.

Plan 1

A. Wellmark Alliance Select

- a. single plan
- b. family plan
- c. Employee +1
- d. deductibles \$1,000/\$2,000.

B. Blue Cross/BlueShield Pharmaceutical Service(s)

- Tier one (1) ten-dollar (\$10) co-pay per generic prescription.
- Tier two (2) thirty-dollar (\$30) co-pay per brand name prescription.
- Tier three (3) fifty-dollar (\$50) co-pay per non-preferred prescription.
- Tier four (4) one hundred dollar (\$100) co-pay per limited value prescription.

Plan 2

A. Wellmark Blue Access

- a. single plan
- b. family plan
- c. employee +1
- e. deductibles \$500/\$1,000.

B. Blue Cross/BlueShield Pharmaceutical Service(s)

- Tier one (1) ten-dollar (\$10) co-pay per generic prescription.
- Tier two (2) thirty-dollar (\$30) co-pay per brand name prescription.
- Tier three (3) fifty-dollar (\$50) co-pay per non-preferred prescription.
- Tier four (4) one hundred dollar (\$100) co-pay per limited value 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 plan.

Blue Access	
Deductible	500/1000
Coinsurance	10%
Out of Pocket Max (medical)	1500/3000
Office Co-pay	\$10
ER Co-pay	\$100
Rx Co-pay	10/30/50/100
Out of Pocket Max (Rx)	4500/9000

Alliance Select	
Deductible	1000/2000
Coinsurance	10%/20%
Out of Pocket Max (medical)	2500/5000
Office Co-pay	\$15
ER Co-pay	N/A
Rx Co-pay	10/30/50/100
Out of Pocket Max (Rx)	4500/9000

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 the first day of the month following submission of a completed application for health insurance to the Benefits office of Human Resources. All applications must be submitted within 30 days of the employee's date of hire.

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, 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 of Human Resources. 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 card, transmitted to the Benefits office of Human Resources and is in accord with the rules and regulations of the respective carrier.

For all employees who have qualified for disability insurance benefits on or before June 30, 2007, 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 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.

For continuance of health plan(s) benefits an employee claiming disability must apply for social security benefits within thirty (30) days of being permitted to submit an application pursuant to social security disability rules.

- C. 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

The employee must complete an application for optical insurance within 30 days of date of

hire. Provided the application is submitted to the Benefits office of Human Resources within 30 days, coverage will be effective the first of the month following submission. For new employees, coverage shall become effective the first day of the month following submission of a completed application for optical insurance to the Benefits office of Human Resources.

- D. Dental Insurance. The Employer shall contribute the full single premium cost and 80% of the family premium cost for a dental insurance policy premium for each regular full time employee deemed eligible. Participation in the dental 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. The employee must complete an application for dental insurance within 30 days of date of hire. Provided the application is submitted to the Benefits office of Human Resources within 30 days, coverage will be effective the first of the month following submission.
- E. Selection of Carriers. The Employer shall have the sole and exclusive right at any time to procure benefits referred to in Sections A, B, C, and D above from any other reputable health service provider.
- F. Part time Employee Benefits. Regular part time employees who work at least four hours per day shall be provided the opportunity to purchase benefits at one of the plans described in Article XVI, Sections B, C, and D at the Employer plan's premium cost.
- G. Description. The Employer will provide a description of the insurance referred to in Sections A, B, C and D of this article to the Union and to individual employees upon request.
- H. Regular full time twelve month employees ordinarily scheduled to work, but laid off for a period not to exceed ten weeks and with assurance of recall, shall continue to receive the benefits described in Article XVI, Insurance, in which the employee was enrolled at the time of layoff throughout the duration of the employee's layoff.
- I. Health Benefits Advisory Committee. A Health Benefits Advisory Committee with representatives from the Employer and the Union shall be established to make recommendations to the Superintendent or his/her designee regarding the composition and provision of employee health benefit plans that will allow purchase of high quality health service and will reduce or slow the rate of growth in medical costs. In no way shall any recommendation of this committee be construed as the position of the Union.

The Health Benefits Advisory Committee will explore and, if feasible, recommend implementation of a Des Moines Public Schools preferred provider organization to provide employees and dependents with high quality, cost-efficient health care. Other health care purchasers in central Iowa may be contacted to investigate and, if feasible, recommend development of a coalition of health care purchasers to implement a preferred provider organization.

- J. Worker's Compensation. If an employee qualifies for Worker's 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 retain the Worker's Compensation payments for the time period supplemented with medically-related disability leave. The employer will deduct the amount of the Worker's Compensation payment from the employee's district paycheck, leaving the employee at full pay for the said time period.
3. Should the Worker's 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 Worker's Compensation payments for periods of time following exhaustion of accumulated medically related disability leave.

If an employee qualifies for Worker's Compensation benefits, and the employee elects not to have the Employer supplement the benefit, the employee shall retain the Worker's Compensation benefits, and the Employer shall make no deduction from the employee's accumulated medically related disability leave.

The employee shall notify the Employer of 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.

ARTICLE XVII: Safety and Health

- A. Safety Procedures. The parties agree that employees and management personnel should be aware of safety and health regulations and that both parties have a mutual interest in maintaining good health and safety practices.
- B. Health Procedures. For a part time employee, who is not covered by Article XVI, B. Health Insurance, the physician will bill the school district a maximum of \$50 for the cost of the examination specified by the Employer's physical examination form. Such employees may also elect to utilize a District-designated physician to provide the CDL/DOT physical with the District payment of the actual cost of the physical. The Employer will supply a list of sites for free or reduced physicals to all employees.
- C. Safety Committee. The employee shall be alert to unsafe practices, equipment, or conditions and will report any unsafe practices, equipment, or conditions to their immediate supervisor. The Employer and the Union agree to conduct a safety committee meeting at least once every two months if requested by either the Employer or the Union. The meeting may be attended by four (4) Employer representatives and four (4) employee representatives selected by the Union. The purpose of the meeting will be

to provide an opportunity to communicate mutual concerns associated with safety issues.

Recommendations from this committee will be transmitted to the Deputy Superintendent.

- D. Dispersal of Medications. The employee shall not be requested or required to disperse medications to children unless they have taken training to qualify them to provide medication.

CHAPTER 5: GRIEVANCES

Article XVIII: Grievance Procedure

A. Definitions.

1. Grievance. A claim made by an employee that there has been a violation of this Agreement.
2. Aggrieved person. The employee making this complaint.
3. Party of interest. Persons making the complaint and any person, including the Employer and the Union, who might be required to take action or against whom action might be taken in order to resolve the complaint.

- B. Right of Employee to Representation. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. An aggrieved person may be represented at all stages alone or with a representative selected at his/her option, including union representation.

It is understood and agreed by the parties that the grievance procedure and the steps outlined in the grievance procedure are the appropriate method of resolving grievances, which may arise during the term of this Agreement. If an employee formally files an alleged violation of this Agreement other than under the grievance procedure, then the Employer shall not be required to process the said claimed set of facts through the grievance procedure. All meetings and hearings shall be conducted in private and include only witnesses, the parties of interest and their designated or selected representatives.

Grievance Mediation. Either party may request the Federal Mediation and Conciliation Services at the conclusion of the third step to conduct grievance mediation. The Federal Mediator may not be present after every third step, but will be used at times convenient to the mediator. Timelines will be extended to allow mediation, if requested.

Either party may request such mediation only after a party has filed a request for a list of arbitrators. Mediation sessions will occur only with the parties' designated representatives. The mediator can also be utilized for oral and written discipline.

C. Additional Requirements.

1. It is understood and agreed by the parties that the grievance procedure and the steps outlined in the grievance procedure are the appropriate method of resolving grievances which may arise during the terms of this agreement. If an employee formally files an alleged violation of this Agreement other than under the grievance procedure, then the Employer shall not be required to process the said claimed set of facts through the grievance procedure.

2. The parties agree that allegations or claims that are within the meaning of violations of the Iowa Civil Rights Act, Iowa Code Chapter 216 et. seq, should not be considered as within the meaning of a grievance and the Employer shall not be required to process a grievance that includes such allegations or claims through the grievance procedure.

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

D. Steps in Grievance Procedure.

Step 1. Immediate Supervisor (Informal) The employee, with or without Union representation, shall take up the grievance with his/her immediate supervisor, with the objective of resolving the matter informally. The supervisor shall respond orally within 7 calendar days. Failure of an employee to act on an alleged violation of the Agreement within 14 calendar days of the employee's knowledge of the alleged violation shall act as a bar to any written appeal to any further step.

Step 2. Department Head or Designee. If the grievance is unsettled at Step 1, the aggrieved employee, with or without Union representation, may present the grievance in writing to the Department Head or his/her designee within 7 calendar days of the Step 1 answer or the date the answer was due. The Department Head or his/her designee shall meet with the employee and with Union representation if desired. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses in the Agreement allegedly violated, and shall state the remedy requested. The Department Head or his/her designee shall make a decision on the grievance and communicate it in writing to the aggrieved person (and the Union representative if involved) within 14 calendar days of the filing at Step 2.

Step 3. Deputy Superintendent or his/her designee. If the grievance is unsettled at Step 2, the aggrieved person, with or without Union representation, may present the grievance to the Deputy Superintendent or his/her designee within 7 calendar days of the Step 2 answer or the date the answer is due. Within 7 calendar days of the date of filing, this administrator shall meet with the employee and with Union representation if desired. This administrator shall respond in writing within 14 calendar days of the filing.

Step 4. Binding Arbitration. If the grievance is not resolved satisfactorily at Step 3, the employee and the Union may, within 14 calendar days, request arbitration with notification to the Employer. The arbitration proceeding shall be conducted by an arbitrator selected by the Union and the Employer. If they cannot agree, the Public Employee Relations Board will be asked to supply a list of seven names. The Employer and the Union will alternately strike names. The first party to strike shall be determined by lot. The remaining name shall be the arbitrator.

The decision of the arbitrator will be binding on both parties.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, or add to the provision 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. He/she shall be asked to issue his decision within 30 calendar days after conclusion of testimony and argument. Expenses for the arbitrator's services shall be borne equally by the Employer and the Union.

A grievance committee member (steward) and the aggrieved employee may attend grievance meetings at a time determined by the Employer, during working hours, without loss of pay.

Article XIX: Labor-Management Meetings

The Employer and the Union agree to conduct a labor-management meeting at least once every two months. The meeting may be attended by six (6) employee representatives selected by the Union. The purpose of the meeting will be to afford labor and management a forum in which to communicate on items that may be of interest to both parties. Union representatives may attend labor-management meetings during working hours without loss of pay.

It is agreed that an answer will be provided to labor-management agenda items within 30 working days after the meeting.

Article XX: Discipline and Discharge

Disciplinary actions shall include only the following:

- Oral reprimand (notice to be given in writing) shall not be considered formal discipline)
- Written reprimand (notice to be given in writing)
- Suspension (notice to be given in writing)
- Discharge (notice to be given in writing)

The type of corrective action that is applied is generally determined by the seriousness of the offense. Those offenses of less serious nature do not usually require immediate dismissal, but may require some form of corrective action. Oral and written reprimands shall not be arbitrated but are eligible for mediation after the conclusion of the third step answer. Offenses of serious nature may justify immediate discharge without prior warning or attempts at remedial action. An employee may be disciplined or discharged for any reason, which is just and sufficient.

The Union president shall receive written notice of any disciplinary action or measure imposed upon an employee (with written permission from the employee) within three (3) working days of receipt of the written permission.

Employees subject to a district investigation that is conducted pursuant to the complete discretion of the district may be placed on leave with pay and benefits. Employees subject to an investigation that is not conducted pursuant to the complete discretion of the District (for example, criminal, OWI, licensure issues) may be placed on paid leave with benefits for not more than 45 days. Thereafter if the District continues the leave, it shall be without pay or benefits.

Article XXI: Employee Evaluations and Personnel Files

Employees may respond to any item, exclusive of pre-employment personal references and interview forms, in their personnel file. Such response shall become a permanent part of the file.

Employees, or their Union representative, (with written permission from the employee) may have access to any item in their personnel file, exclusive of pre-employment personal references and interview forms, and may pay for and receive copies of those items from their personnel file upon request.

Appendix A Wage Schedules

AFSCME CHILD CARE UNIT

2015-2016

FINAL April 13

\$0.40 Per Hour Increase

Steps/Longevity

	<u>2014-15</u>	<u>2015-16</u>	<u>Increase</u>	<u>Percentage</u>
F.T.E. =	63.92	63.92		
Base Wage PT	\$ 11.33	\$ 11.73	\$ 0.40	3.53%
Total Salary	1,147,761	1,187,178	39,417	3.43%
Education Addenda	7,730	7,730	0	0.00%
Step/Longevity	24,157	28,463	4,306	
Salary Total	<u>1,179,648</u>	<u>1,223,371</u>	<u>43,723</u>	<u>3.71%</u>
FICA	90,243	93,588	3,345	3.71%
Retirement (8.93%)	105,343	109,247	3,904	3.71%
Medical	0	0	0	
<i>All employees are less than .8 FTE - don't qualify for Benefits</i>				
Dental	0	0	0	
Vision		0	0	
Long Term Disability	0	0	0	
Life	0	0	0	
Fringe Benefit Total	<u>195,586</u>	<u>202,835</u>	<u>7,249</u>	<u>3.71%</u>
TOTAL	<u><u>\$ 1,375,234</u></u>	<u><u>\$ 1,426,206</u></u>	<u><u>\$ 50,972</u></u>	<u><u>3.71%</u></u>

APPENDIX B

**IOWA PUBLIC EMPLOYEES COUNCIL 61
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION**

By _____
PLEASE PRINT LAST NAME FIRST NAME MIDDLE NAME

TO PUBLIC EMPLOYER OF IOWA DES MOINES INDEPENDENT COMMUNITY SCHOOLS
(LIST GOVERNMENT AND DEPARTMENT OF EMPLOYMENT)

I hereby request and authorize you to deduct from my earnings an amount sufficient to provide for the regular payment of the current rate of monthly union membership dues established by AFSCME Council 61 Local Union. The amount shall be certified by AFSCME Council 61 Local Union No. 2048 and any change in such amount shall be certified. The amount shall be paid to the Treasurer of AFSCME Council 61 Union No. 2048. Membership will be maintained for 12 consecutive months or to the end of the contract whichever comes first after a 30-day notice, in writing, of termination is received.

EMPLOYEE'S SIGNATURE

DATE

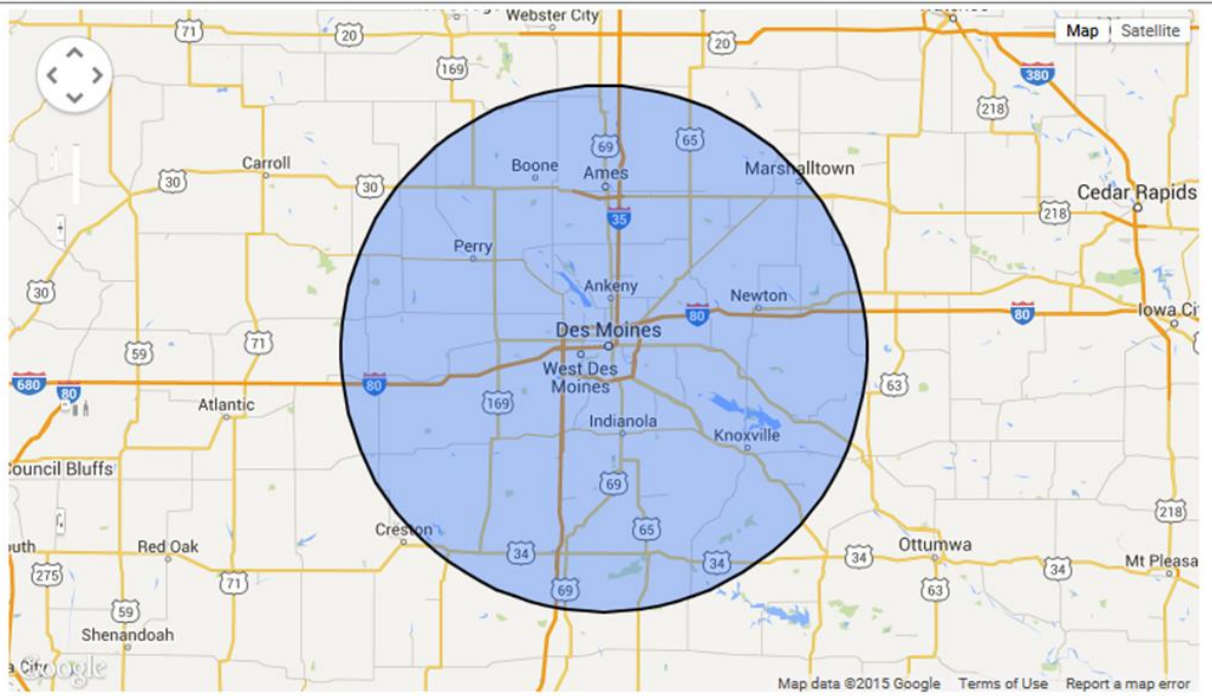
SOCIAL SECURITY NUMBER

PLEASE PRINT STREET ADDRESS

JOB CLASSIFICATION

CITY STATE ZIP

APPENDIX C



APPENDIX D – WELLNESS

Beginning in 2013-2014, employees will have the opportunity to participate in the District's wellness program. Through participation in wellness, employees can earn up to \$200 annually. These wellness incentive dollars will be used toward health insurance in the following year.

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 2015-2016 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 2014-2015 school year. 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.
 - To qualify for the incentive dollars, completion of all wellness activities must be entered by the employee into the Wellmark Wellness Center Rewards page by the program deadlines.
3. Incentives earned in 2014-2015 school year will be applied towards the health insurance for the 2015-2016 school year. Incentives earned in the 2015-2016 school year will be applied toward the health insurance for the 2016-2017 school year.
 - Should an employee fail to fully participate in the 2014-2015 or in the 2015-2016 school year he/she will be individually responsible for a \$200 annual employee contribution to the health insurance. This \$200 contribution will be made on a per paycheck basis and applies to all policy types; single, employee + 1, and family.
 - The same methodology will apply in the 2015-2016 contract year.
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.

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 health insurance in subsequent year
 - Employee + 1 Insurance recipient – credit to be applied to health insurance in subsequent year
 - Single Insurance recipients – credit to be applied to health insurance in subsequent year

