

Unified Agreement

Between

Muscatine Community School District

and

Local 1560, Council 61 of the American Federation of State,
County, and Municipal Employees, AFL-CIO

Custodial, Maintenance, and Mechanics Personnel

School Bus Drivers

Secretarial, Clerical, Aide, Paraeducator Employees

Food & Nutrition Workers

July 1, 2014- June 30, 2015

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PART I
UNIFIED AGREEMENT

Between

Muscatine Schools

and

Local 1560, Council 61 of the American Federation of State,
County, and Municipal Employees, AFL-CIO

2014-2015

PREAMBLE

This agreement entered into by Muscatine Schools, herein-after referred to as the Employer, and Local 1560, Council 61 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment required by law.

ARTICLE I - RECOGNITION

Section 1. Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours, and other conditions of employment as outlined in Chapter 20 of Public Employment Relations Board. The unit for purposes of collective bargaining is the four AFSCME units consisting of: custodial, maintenance and mechanics; school bus drivers and substitute bus drivers; secretarial, clerical, aide and paraeducators and Food & Nutrition Workers as certified by the Public Employment Relations Board.

Section 2. Dues check off and bargaining unit employee information

The employer agrees to deduct the union membership dues from the checks of employees who individually request in writing that such deductions be made, beginning on the date of such employee election. The amounts and the methods to be deducted

shall be certified in writing to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer five working days after such deductions are made. The employee's signature must appear on the authorization form for payroll deduction in order for it to be effective.

Such orders shall be terminable, with written notice to the Employer and the Union during a two (2) week period following the employee's seniority date. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

No other employee organization shall be granted a payroll deduction of dues for employees covered by this agreement.

The employer shall submit to the Union with each remittance of deductions, a list of all employees having such deductions and at no cost to the Union, the Employer shall provide the Union with, which, in a format agreeable to both parties, shows the bargaining unit employee's name, social security number, home address, payroll number, and any other information mutually agreed to. Upon request, the employer shall advise the designated local union representative of any changes in the membership or in the hourly work status of the bargaining unit or its incumbents.

The Employer shall advise the designated local Union representative, in writing, of the names, social security numbers, classifications, and addresses of all employees added to the bargaining unit and the names of the employees removed from the bargaining unit each payroll period. When no such personnel transactions occur between payroll periods, the Employer shall so state. The Union shall file the names of designated representatives for this purpose with the personnel office. The bi-weekly list shall be transmitted no later than one week following the end of each payroll period.

ARTICLE II - MANAGEMENT RIGHTS

Except where specifically limited by the express language of this agreement, the District retains the sole and exclusive right and discretion to operate the schools in the manner it deems advisable. The exercise of such rights and discretion shall not be subject to any grievance procedure.

In addition to those provided by law, management rights include, but are not intended by either of the parties to be limited to, the following:

1. The right to determine school policies.
2. The right to assign work, working hours, and overtime. Non-bargaining unit employees, except for the Director of Facilities, Director of Technology and Supervisors of Custodians, Transportation, Technology and Food & Nutrition

- shall not be assigned to perform bargaining unit work except in cases of emergency or for instruction.
3. The right to establish, modify, and/or change work schedules.
 4. The right to establish methods, processes, and machinery and equipment to be used.
 5. The right to direct the employees, including the right to hire, promote, demote, layoff and suspend.
 6. The right to discipline and discharge for just cause.
 7. The right to organize and reorganize the working force and the content of jobs.
 8. The right to establish, amend, or delete job classifications and related pay grades as needs arise.
 9. The right to establish safety, health, and security rules and measures.
 10. The right to establish, modify, and enforce rules.
 11. The right to introduce new or different methods and techniques of operation and the right to change or eliminate existing methods and techniques.
 12. The right to subcontract work so long as no subcontract is for the purpose of replacing existing bargaining unit employees, unless the District economically must do so. In the latter event, the District shall first meet with the Union to discuss alternative methods for making continuation of the bargaining unit economically feasible.
 13. The right to determine the supervisory force.
 14. The right to transfer employees or to transfer work from certain employees to others.
 15. The right to curtail operations in whole or in part.
 16. The right to assign bargaining unit work to non-bargaining unit employees when necessary for the efficient operation of the District.
 17. The right to take any and all measures for the orderly, efficient and economical operation of the school district, except as otherwise limited by this agreement.
 18. The right to control the use of District property.
 19. The right to determine the course and future of the schools.
 20. The right to determine staffing levels in all job classifications.

ARTICLE III - DISCIPLINE AND DISCHARGE

Section 1. Discipline

Disciplinary action or measures shall be progressive, when applicable, and shall include only the following:

- oral reprimand
- written reprimand
- suspension (notice to be given in writing)
- discharge (notice to be given in writing)

Disciplinary action may only be imposed on an employee for just cause.

Section 2. Redemption

Employees shall be notified in writing of disciplinary and discharge actions taken against them which shall be for proper cause. Disciplinary actions shall be voided by completing one year of service after receipt of the warning without receiving further warnings. For example, if an individual is given a warning on September 1, 1981, and has no further warnings from that date until September 1, 1982, the individual would have a clean slate as of September 1, 1982. If the same individual who received the warning on September 1, 1981, received another warning on November 1, 1981, the second offense would not be erased until November 1, 1982. If no further warnings were received between November 1, 1982, and November 1, 1983, the individual's first warning shall be voided.

Section 3. Notification of Discipline

The union shall be sent a copy of all disciplinary notices (or notice of an oral reprimand) within three working days following the discipline.

Grievances involving a suspension or discharge may begin at Step III of the grievance procedure.

ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Rights Grievance and Arbitration Procedure

A. Procedure

Any written, alleged violation of an express provision of this contract, including the application, meaning, or interpretation of an express provision of this agreement, shall be settled in the following manner:

Step I. The employee shall first discuss the matter with her/his immediate supervisor. The employee may elect to have the Union steward present if (s)he wishes.

Step II. The Union steward, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor (Building Principal or Director of Facilities, Director of Technology and Supervisors of Custodians, Transportation, Technology and Food Services) within ten (10) days of the date of the grievance or the date the employee should have learned of its occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond to the steward within three (3)

work days. A list of supervisors to whom grievances should be directed will be provided to the Union.

Step III. The Union with the employee may appeal the grievance by filing a written statement of the grievance to the Superintendent's designee (Director of Human Resources) within five (5) work days. (S)he shall schedule a meeting and respond in writing within five (5) work days.

Step IV. If dissatisfied with the Step III answer, the grievance may be appealed within five (5) work days to the Superintendent. The Superintendent shall schedule a meeting within ten (10) work days with the Union steward, the Council representative, and the employee in an attempt to settle the dispute. The Superintendent shall respond in writing within five (5) work days to the grievant, the union steward and the AFSCME Council 61 Representative. The Board, at its discretion, may elect to sit with the Superintendent and hear the grievance at Step IV.

Step V. If the grievance still remains unadjusted, the Union or the District may appeal the grievance to arbitration by serving written notice to the Board of Education or the Union, as the case may be, within the ten (10) work days of receipt of the Step IV answer.

The Employer shall provide to the Union president a list identifying the names of each Step I and Step II supervisor.

If the parties mutually agree, the grievance may be processed during the steward's working hours, in which case the steward shall be paid for such time.

Grievances initiated as a result of discharge or suspension may be filed initially at Step III of the grievance procedures.

Once a grievance has been appealed to arbitration, the parties shall, upon mutual request of the District and the Union, engage in an in-person grievance mediation session administered by the Iowa Public Employment Relations Board. The cost of the mediation session and any costs assessed to the parties as a result of the mediation session shall be split equally between AFSCME Local 1560 and the District. Participation or lack thereof in the mediation process does not alter the right of either party to proceed to arbitration.

Arbitration proceedings shall be conducted by an arbitrator selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Board shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to strike two complete panels and to strike two names from

the third panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator.

Only the cost of the arbitrator and expenses of the hearing shall be shared equally by the parties; the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost.

If the grievance is not appealed by the initiating party to the next step of the grievance procedure within the prescribed time limits, it shall be settled on the basis of the answer provided.

The union shall be allowed to file group format grievances. In such cases the union shall be allowed to bring five individuals to such meetings.

Section 2. Interest Arbitration Procedure

If the parties should fail to reach agreement on any mandatory item in the negotiations, the Public Employment Relations Board shall be requested to provide a mediator for the dispute. It shall be the mediator's function to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree.

If the impasse persists ten days after the mediator conducts the first mediation session, the impasse shall go to arbitration.

If the parties cannot mutually agree on an individual to arbitrate the impasse, the Public Employment Relation Board shall be requested to furnish a list of five (5) arbitrators. Each party shall have the right to reject two lists. The Employer and the Union shall alternatively strike names from the first, second, or third list, as the case may be, until one remains, and that person shall be the arbiter. The first strike shall be by the Union.

The decision of the arbiter shall be final and binding on both parties to the extent required by law. The arbiter shall be requested to furnish such decision not later than fifteen (15) days after the beginning of the proceedings.

ARTICLE V – SENIORITY

Section 1. Definition

SCAP seniority means an employee's length of continuous service in the secretarial/clerical/aide/paraeducator bargaining unit.

CMM seniority means an employee's length of continuous service with the Employer in the bargaining unit covered under this contract since her/his last date of hire into this bargaining unit. When a classification is accreted into the bargaining unit, the seniority date of the employee holding the classification shall be the date the employee entered the classification.

Driver seniority means an employee's length of continuous service with the Employer since last date of hire in either a regular or substitute driver position. Should a substitute driver become a regular driver, her/his seniority date, as a regular driver, except for pay purposes, shall be the date (s)he begins the regular route. Such employees retain their substitute driver seniority date if they return to substitute driver status. Substitute drivers will be terminated and lose their seniority status, among other reasons for failure to supply to the District by the first pupil day of the school year, the required license to drive.

Drivers hired prior to January 1, 1988 shall have seniority dates established as agreed upon by the parties. Effective January 1, 1988 seniority shall be established exactly as it is in all units as stated above.

Effective July 1, 1991, in the event that two or more school bus drivers hired after that date have the same seniority date, greater seniority shall be established by hire date as a substitute driver. Should substitute hire date be the same, then greater seniority shall be determined by alphabetical order (with the driver having a last name as of a substitute hire date closest to the letter "A" being deemed to have the greatest seniority.)

Food & Nutrition Workers seniority means an employee's length of continuous service with the Employer since last date of hire in the unit.

Section 2. Probation Period

New (probationary) employees shall be added to the seniority list effective upon their date of hire. However, probationary employees may be released during their probationary period without access to the grievance procedure.

Management may waive the probationary period after thirty (30) working days and allow a F&NW employee to transfer.

Prior to initial employment, the employee is required to provide a statement of physical fitness from a physician and a Mantoux test. The district will reimburse the employee, up to \$90 in FY-08 and thereafter when a receipt for the physical is presented for payment.

Other pre-employment fitness to perform examinations may be required. Such examinations, shall be specific to actual job requirements and essential functions of the job for which the applicant has applied and if required shall be paid in full by the district. Failure to meet the standardized medically valid criteria specific to the job requirements of the specific job for which the applicant has applied shall be valid grounds not to hire. However, the Americans with Disability Act (ADA) requirements for reasonable accommodations shall remain in force.

Section 3. Seniority Lists

A seniority list by classification and hire date shall be posted (on or before January 8, April 8, and October 8). The list shall be considered correct unless the Union or the affected employee(s) challenge the accuracy of the list by contacting the human resource department and state the error(s).

Section 4. Breaks in Continuous Service

An employee's continuous service record shall be broken by termination for any reason. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service. Continuous service shall include the length of recall rights after layoff.

Drivers who leave the Bus Driver Bargaining Unit District Employment to take a position elsewhere with the District shall retain their substitute driver seniority (if applicable) in the event the employee returns to Bus Driver Bargaining Unit District Employment within three years.

An employee shall lose their seniority and the employment relationship shall be broken and terminated in the following cases:

1. Accepted employee resignation
2. Upon discharge for cause.
3. Absent three (3) consecutive workdays without employer approval, including failure to return from an approved leave of absence. Approval shall not be unreasonably withheld.
4. Employee retires.

ARTICLE VI - LEAVES OF ABSENCE

- A. All leaves are pro-rated if an individual begins work after the normal starting date, eg. an employee begins work at the end of the first semester and would receive 5 days sick leave until the end of the school year, not 10. A day of leave is considered the individual's normal working day, eg. a person working 4 hours per

day would receive 4 hours sick leave pay and would be reduced 1 sick leave day on his total accumulated balance.

- B. Any and all leave may be taken in increments of 1/2 day; except for school bus drivers who may take them in increments of 1/3 day if they drive three regular routes per day, and except for maintenance employees who may take it in blocks of no less than ¼ day. A person working two (2) positions daily for the district shall treat each position individually. and may not use personal leave in blocks of less than two (2) hours..
- C. An employee shall report their intention to be absent from duty to their immediate supervisor or designee in a manner that is reasonable and acceptable to their immediate supervisor.
- D. The term household, as used in this article, shall mean all persons of whatever ages, whether related or not related, who habitually reside in the same household as a group.
- E. Employees shall be given a written accounting of accumulated leave with each salary payment.
- F. The board agrees to continue to pay all fringe benefits provided by this agreement for the duration of any paid leave.
- G. Return from leaves:

Employees returning to work from a paid leave are entitled to return to their previous position.
- H. Second and third shift custodians may use any of these leaves for recuperation.
- I. These additional conditions apply to all leaves of absence:
 - 1. If the employer grants an extension to an employee's leave of absence beyond the amount of leave time that the employee was eligible to receive when the leave first commenced, the employee shall only be allowed to bump the least senior employee in their bargaining unit if they return, provided the returning employee has seniority.
 - 2. Any employee who does not return to work from a leave of absence within the time frame established, without securing an extension, shall lose all rights to employment, absent reasonable explanation deemed satisfactory by the employer. Prior to Termination of employment however, the District shall provide written advance notice to the employee of the responsibility to report

back to work and the applicable reporting date, mailed to the employee's last known address.

3. Any current employee who is still on an approved leave as of July 1, 2009, shall be grandfathered into the return from leave language appearing in the collective bargaining agreement in effect as of the date the most recent leave of absence first commenced.

Types of Leave of Absence

1. Sick Leave:

- A. All employees shall be entitled paid sick leave days on the date of hire and on July 1st of each subsequent year based on the following schedule.

10 days the first year
11 days the second year
12 days the third year
13 days the fourth year
14 days the fifth year
15 days the sixth and subsequent years

Unused sick leave shall be accumulated from year to year with a 135 day limit. While no more than 135 days may be accumulated, an employee using the entire allotment because of an extended illness during any one year shall be credited with the sick leave days remaining in the current year to which (s)he would otherwise be entitled. In other words, a person may have earned, accumulated and then use up to 150 days in any one year.

- B Sick leave shall be defined as the absence of an employee from their regularly assigned duties as a result of the employee's and or employee's immediate household member's illness, injury or disability, and or the serious illness, injury or disability of the employee's mother, father, mother-in-law, or father-in-law, child or grandchild.
- C. Sick leave used as a result of an immediate household member's illness, injury or disability, or the serious illness, injury, or disability of the employee's mother, father, mother-in-law, or father-in-law, child or grandchild will be limited to five (5) days. In the event that one or more of the persons listed above has received a terminal illness diagnosis, the employee will be allowed to use up to five (5) additional days of sick leave for the purpose of providing care to the family member.

- D. An employee may use up to two (2) days of their sick leave for medically related appointments. [Employees undergoing follow-up therapeutic treatment, e.g., chemotherapy, are not limited in their use of sick leave up to their maximum accumulated.]
- E. Employees returning to work from this type of leave are entitled to return to the position from which they left.

2. Personal Leave:

At the beginning of every school year, each employee shall be credited with two (2) paid days (except for drivers who get three (3)) to be used for the employee's personal leave. A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day(s) shall notify his immediate supervisor or designee at least one day in advance, except in cases of emergency. The employee may be asked to explain the reason for any personal leave when requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leave on such days. An employee may carry-forward up to one day of unused personal leave into the next fiscal year.

No personal leave may be taken by Food & Nutrition Workers during cleanup and shutdown.

Employees returning from this type of leave are entitled to return to the position from which they left.

3. Jury and Legal Leave:

Any employee called for jury duty during scheduled working hours or who is subpoenaed to appear before any district court shall be provided the time without loss of pay.

The employee may choose to:

1. Not be paid for the time off and retain the pay from the clerk of courts.
2. Accept full pay from the district for normal working hours for the time off and shall turn over any pay received from the clerk of courts to the district.

Employees returning from this type of leave are entitled to return to the position from which they left.

4. Bereavement:

Up to five (5) paid days leave at any one time for the death of the employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-child, step-parent, step-brother, step-sister, or any other member of the employee's immediate household; and up to three (3) days for grandparent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew, provided the employee attends and/or makes arrangements for such funerals. Bereavement leave may be used as needed and does not have to be consecutive.

Bereavement leave for death of a friend(s) not to exceed more than one full day or two (2) half days per year or three (3) one-third days for bus drivers or four (4) one-fourth days for maintenance employees. In the event of the death of an employee or student in the Muscatine School District, the immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral. Employees returning from this type of leave are entitled to return to the position from which they left.

5. Emergency Leave:

Up to three (3) paid days of leave with full pay for emergencies may be granted to employees during each school year.

An emergency is a condition which requires the presence of the employee. The type of absences for which emergency leave may be approved are:

- a. Accident involving his/her property, or the person or property of a member in his/her immediate family (spouse, parent, child, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, of such an emergency nature that the immediate presence of the employee is required during the working day.
- b. Serious or critical illness of a member of the immediate family, as defined above, calling for the services of a physician and of such an emergency nature that the immediate presence of the employee is required during his/her working day.
- c. Other real emergencies, not specified above, which require the presence of the employee.

Employees returning from this type of leave are entitled to return to the position from which they left.

6. Selective Service Physical:

Employees called for selective service physical examinations shall be excused without loss of pay for such purposes.

Employees returning from this type of leave are entitled to return to the position from which they left.

7. Association Leave:

Each of the certified bargaining units shall have these rights. Up to three (3) employees per year may be granted leave for up to two (2) weeks each for official Union business. The district shall not pay for such time off and may limit the number of employees taking leave at any time if the district is unable to provide for performing the employee's job duties in their absence.

Employees returning from this type of leave are entitled to return to the position from which they left.

Employees choosing to do Union work which takes them from their employment for an extended period of time with the employer shall, at the written request of the Union, be granted an unpaid leave of absence. The leave of absence shall not exceed two (2) years and the employee shall retain their seniority for this period.

CMM, FNW, and SCAP employees, returning to work within thirty (30) working days, (ninety (90) working days for drivers) shall be entitled to return to their previous position.

Employees returning after thirty (30) working days for CMM, FNW, and SCAP (and ninety (90) working days for drivers) but within 365 days shall only be allowed to bump the least senior employee, in the same classification, providing the returning employee has seniority. After 365 days the employee would only have the right to bump the least senior person in their bargaining unit up to the end of the 2 year leave of absence.

8. Professional conferences:

The board agrees to provide, upon written application by the employee and written approval by the superintendent or designee the appropriate expenses for employees who desire to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses as well as the cost of the substitute needed to relieve the participant. (See Unique SCAP Article XIV for special practices in their unit.)

Employees returning from this type of leave are entitled to return to the position from which they left.

9. Worker's Compensation Leave:

The district shall provide worker's compensation insurance for employees injured on the job who are unable to work. Individuals injured on the job and qualifying for lost time benefits may not receive sick leave benefits and worker's compensation benefits at the same time.

If a work related the injury forces the employee to miss work up to three (3) days, the district shall pay for such days but shall not charge the days to sick leave. Worker's compensation leave is considered paid leave, so that any rights and benefits shall continue while the employee is healing.

Employees returning from this type of leave are entitled to return to the position from which they left.

10. Elective Office Leave:

Employees elected to public office shall be granted a leave of absence without pay for the period of time they serve in office.

Such leave of absence shall not exceed 6 years in length and an employee's return shall be governed by Iowa Code Chapter 55.1: Leave of Absence for Service in Elective Office.

11. Voting Leave:

Employees shall be granted the necessary time to vote as provided under the Iowa Code.

Employees returning from this type of leave are entitled to return to the position from which they left.

12. Military Leave:

A leave of absence and pay for such leave shall be granted for any period of active state or federal military service as provided by the Iowa Code. On completion of such military service, the employee shall be entitled to resume the position formerly held without loss of salary or benefits that would have been received had such leave not been taken. Any employee whose military leave exceeds a continuous period of six months shall make application for reinstatement to the

superintendent or his/her designee and return to employment within ninety (90) days after termination of such military service.

Employees returning from this type of leave are entitled to return to the position from which they left.

13. Family Medical Leave:

Employees covered under this contract shall be covered under the federal Family Medical Leave Act (FMLA). This act provides for certain guaranteed leaves and benefits during and after said leaves. Leaves granted for similar purposes under other provisions of the contract shall run concurrently with, but not be in addition to, those provided by FMLA. Employees may inquire about FMLA at the district office of Human Resources.

Employees returning to work from this type of leave are entitled to return to the position from which they left.

14. Parental:

All school employees shall be eligible for parental leave, not to exceed the duration of the school year, in which it is taken, without pay except where sick leave is applicable, subject to the following conditions:

- A. Notification: The employee shall notify the superintendent or designee in writing as soon as the employee foresees any necessity to alter employment commitments as a result of parental leave and indicating the anticipated length of such leave. If differences of opinion exist regarding ability to perform duties, such shall be resolved by a written statement from the employee's attending physician. The district shall be entitled to extend said leave to the beginning of the following school year.
- B. Return rights: Employees returning to work from this type of leave are entitled to return to the position from which they left upon submission of a statement from the attending physician certifying physical and mental fitness to resume such duties. Upon returning to work, the employee shall assume all previous rights and privileges.
- C. Benefits: All benefits, including insurance, shall be paid by the employee beginning with the effective date of leave for so long as the leave is extended, except as provided under FMLA.
- D. Pay: Employees on such leave retain their seniority for purposes of pay.

- E. Sick leave use: Sick leave may be used by the employee only in the amount of accumulated sick leave and not beyond such time that a physician designated by the board, if the board desires a second opinion, certifies the employee physically or mentally disabled.
- F. Other leave in conjunction with FMLA may apply and it may or may not be paid leave, based upon what accumulated paid leave the employee has available to them. Such unpaid but approved leave is approved after all other paid leave has been exhausted.
- G. Adoption: In cases of adoption of a child, these policies shall apply where applicable.

15. Family Illness:

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the board.

CMM, FNW, and SCAP employees returning to work within thirty (30) working days (ninety (90) working days for drivers) shall be entitled to return to their previous position.

Employees returning after thirty (30) working days for CMM, FNW, and SCAP (and ninety (90) working days for drivers) but within 365 days shall only be allowed to bump the least senior employee, in the same classification, providing the returning employee has seniority.

16. Educational Improvement:

A leave of absence without pay for up to one (1) year may be granted to an employee, upon application, for the purpose of engaging in study at an accredited college, university or trade school reasonably related to their responsibilities.

CMM, FNW, and SCAP employees returning to work within thirty (30) working days (ninety (90) working days for drivers) shall be entitled to return to their previous position.

Employees returning after thirty (30) working days for CMM, FNW, and SCAP (and ninety (90) working days for drivers) but within 365 days shall only be allowed to bump the least senior employee, in the same classification, providing the returning employee has seniority.

17. Medical Leave:

Any employee who is unable to continue work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability, up to 365 calendar days for CMM, FNW, and SCAP while up to 180 calendar days for drivers. Employees returning to work from this type of leave with 3 years or more seniority are entitled to return to the position from which they left.

The following return rights will apply for employees with less than 3 years seniority:

- A) Employee's rights to return shall be governed by paragraph 13, FMLA, for all employees in an FMLA status.
- B) For employees not covered by FMLA, CMM, FNW, and SCAP employees returning to work within 30 working days (ninety (90) working days for drivers) shall be entitled to return to their previous position.
- C) Employees returning after thirty (30) working days for CMM, FNW, and SCAP (and ninety (90) working days for drivers) but within 365 days shall only be allowed to bump the least senior employee in the classification, providing the returning employee has seniority.

18. Other Time Away From Work:

Any other collective bargaining agreement provisions not addressed in Part I, Article 6, that would allow employees time away from work shall be controlled by the language of that provision.

19. Other Leaves:

Other leaves of absence without pay, not to exceed 365 calendar days, may be granted by writing and requesting such approval from the superintendent or his/her designee.

CMM, FNW, and SCAP employees, returning to work within thirty (30) working days, (ninety (90) working days for drivers) shall be entitled to return to their previous position.

Employees returning after thirty (30) working days for CMM and FNW (and ninety (90) working days for drivers) but within 365 days shall only be allowed to bump the least senior employee, in the same classification, providing the returning employee has seniority.

SCAP employees returning from other leaves after 30 working days but within 365 working days shall only be allowed to bump the least senior employee in the SCAP bargaining unit, providing that the returning employee has seniority.

ARTICLE VII - VOLUNTARY PAYROLL DEDUCTIONS

Section 1. Annuities

Employees may purchase an annuity from any company of their choice. Each employee shall be limited to two annuity companies. The proper forms may be filed anytime up to ten (10) days prior to the October 1st and April 1st pay date. Each employee is limited to one change (start, stop, increase or decrease amount) per calendar year as per Internal Revenue regulations. Maximum contribution to all annuity companies may not exceed 20% of the employee's gross salary. Effective August, 2008, the District and Union have agreed to join the State of Iowa sponsored 403(b) tax sheltered annuity plan.

Section 2. United Way

Start, stop, or make changes on appropriate United Way deductions cards. Equal monthly deduction beginning in January and terminated either six months (June) or twelve months (December) later.

Section 3. Medical Insurance

Deduction for dependent insurance on the 1st and 15th payday provides coverage for the current month. Starting or stopping coverage shall be done prior to the first day of the month in which you desire coverage. Increasing or decreasing the number of dependents covered under dependent medical insurance may be done at any time.

Employees desiring dependent insurance other than at the time of initial enrollment must submit "late enrollee" applications to the insurance carrier. Upon receiving approval from the insurance carrier, the dependents shall be provided coverage commencing the first day of the following month. Dependent coverage must be in effect for coverage on newborn children.

Please see APPENDIX "A" for other information regarding medical insurance.

Section 4. Optional Life Insurance

Employees may at their own expense, purchase optional life insurance in accordance with limits set by the carrier.

Section 5. Retiree Medical Insurance

Employees qualifying for medical insurance may be able to remain on the district sponsored health policy at the time of their retirement. Retired employees are responsible for payment of the required premium. Contact the business office for details.

Section 6. Other

Employees shall be informed of other plans or programs jointly approved by the classified groups and the Board.

Section 7. Credit Union

Credit Union contributions shall be withheld with proper authorization from the credit union and changes submitted up to two times per year, on September 1 through September 15 and May 1 through May 15.

Section 8. P.E.O.P.L.E.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by given written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 9. I.R.S. Section 125 – Flexible Spending Plan

Employee shall be eligible to participate in an IRS Section 125 Flexible Spending Plan, with terms and conditions as explained in APPENDIX A Uniform Language Employee Insurance Benefit Plan.

ARTICLE VIII - EVALUATION

Section 1. Probationary evaluation

To be retained new employees must receive a satisfactory evaluation prior to the conclusion of their probationary period. Probationary employees shall be evaluated prior to their 45th working day and again prior to their 90th working day. Probationary employees may be dismissed without a written evaluation for just cause. Probationary

employees may not grieve their termination or their evaluation. See Article V Seniority Section 2. Probation period.

Section 2. Non-probationary evaluation

All non-probationary employees shall be evaluated at least annually thereafter, not less than thirty (30) days prior to the individual employee's last scheduled day for the fiscal year.

Section 3. Form

The evaluation forms for each unit are found as Appendices C in each unit's section of this contract. The Drivers adopted their form in 1992 while the CMM unit adopted their form 7-1-03 and the Food & Nutrition Workers adopted their form 7-1-03 and the SCAP unit adopted their narrative form 7-1-01 for use with non-probationary employees and their grid form 7-1-03 for employees in their first full year of employment. Employees are entitled to a fair performance evaluation. Performance evaluations are subject to the grievance procedure as set forth in this contract.

Section 4. Procedures

- A Employees shall be given their evaluation in a sealed envelope with a copy retained by their supervisor. The custodial supervisor shall participate and assist with the evaluation of custodians performed by the principals and assistant principals.
- B. The employee shall have three (3) working days to schedule a meeting with the evaluator. The employee shall sign off the original evaluation form indicating they have read the original evaluation form and return it to the supervisor.
- C. Employees shall have three (3) additional working days to respond to the evaluation in writing. Copies of the evaluation and the employee's response, if any, shall be filed in the employee personnel folder.
- D. Evaluations shall reflect performance of the current year only. However, current performance may refer to performance contained in prior evaluations of that school year.
- E. The employee may respond in writing within three working days and note anything that they feel contributes to their evaluation. The evaluation and the employee response is filed in the employee's permanent personnel file.
- F. The District shall require that any and all second or third party information be documented. Further, that before adverse action(s) is taken against an employee

on the basis of such information that such testimony or reports will be verified to the extent practicable, on the basis of the seriousness of the allegations.

- G. Contents of performance evaluations shall not be divulged to any other bargaining unit member.
- H. The supervisor shall inform the employee of action(s) the employee may take to resolve any outstanding problem area(s). The supervisor shall put the plan in writing upon request of the employee.
- I. The supervisor, upon request of the employee, shall explain each "number 2" ranking on the driver's form and each "needs improvement" on the other performance evaluation forms.

ARTICLE IX - SAVINGS CLAUSE

In the event any Article, Section, or portion of this agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion therefore specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE X - DURATION

This agreement shall be in effect from July 1, 2014 through June 30, 2015.

In witness thereof, the parties hereto have set their hands this ____ day of _____, 2014.

FOR THE UNIT

[Signature]
Krista Hartman
Carla James
Jeff [Signature]
Chris Harrison
Trina Curtis
Sharon Hanson
Amy J. Dancy
Pollian Adams
Zella Soenke
Melissa Thompson
Raylene Phillips
Kenneth [Signature]
Kim Healey
Barbara Thatt
Peggy E. Simpson

FOR THE DISTRICT

[Signature]
Gerald A. [Signature]

APPENDIX A
UNIFORM LANGUAGE
Employee Insurance Benefit Plan

The Board agrees to provide to eligible employees as elsewhere defined in this agreement, as well as all those with grandfather rights to benefits, the following coverages and benefits.

On July 1, 2007 the district and the units mutually agreed to modify coverages and plans. The district contributes the cost of the single premium of Plan A (250 PPO). For employees electing dependent coverage, the district shall in FY-08 and all years thereafter contribute \$200 per month for all AFSCME Units; that is CMM, SCAP, FNW and DRV unit employees. As of January 2010, eligible employees with other creditable coverage are allowed to opt out of health insurance coverage. Persons may choose from one of three health plans offered. Any monies not spent on single coverage may be applied to dependent health or single/dependent dental. It may also be set aside in a 403(b) account. The employee is responsible for setting up such an account. Such monies may not be taken as wages. The stipend originally approved in 1995 and outlined below shall continue as stated in this appendix. For purposes of this Appendix "dependent" includes single plus one and family coverage.

The district and units mutually agreed to modify coverages and plans on July 1, 2003, 2004, 2005, 2007, 2011, and 2012.

The coverages shown below shall be made available to all employees who qualify as per the terms and conditions outlined in the contract. The employee shall have the right to select from such benefits. The benefit plans shall run from January to December. Employees shall select, upon being hired, which benefits they shall take until the end of their first calendar year and employees shall have the opportunity to make annual adjustments as provided by IRS regulations.

The District reserves the right to change carriers, provided coverage levels in effect 7-1-11 do not change. Insurance plan documents, not the brief synopsis contained herein, shall be the determination of actual coverage levels.

On July 1, 1995, the employees and district modified coverages and the district agreed to issue a stipend to the Food and Nutrition workers and three AFSCME units. The \$150 annual stipend is for those employees who are eligible for and enroll in health insurance. It cannot be taken as wages. Effective during the duration of the 2007-2009 collective bargaining agreement, it was determined that employees may only legally use the stipend to purchase additional insurances or have them placed in a 403(b). These funds shall not be costed against the units in any future negotiations.

On July 1, 2007 the district agreed to pay for single dental coverage for all Food and Nutrition Workers who qualified for health insurance instead of the payment of \$150 annual stipend after a survey revealed that more people wanted the dental coverage.

Health Insurance

These are the plans available 7-1-12. All plans specified below include Heritage Select Advantage Provider Network, an unlimited lifetime maximum and require pre-authorization for some medical and prescription drug services. There is a lifetime cap on infertility of \$25,000. Alcohol, drug, mental and nerve disorders are the same as other coverages. For each plan, refer to actual plan booklet for coverage levels. On the \$250 deductible plan and the \$500 deductible plan, providers shall not be restricted but with the POS plans the co-insurance is 80/20 in-network and out-of-network is 70/30. The \$250 deductible plan and the \$500 deductible plan as of 7-1-12 have prescription drug cards that include a third tier. The co-pays are now \$10/\$30/\$45.

Employees may “buy-up” or “buy-down” amongst these choices so long as at least ten persons sign-up for the plan. Employee and family must be enrolled in the same plan. Our insurance broker Holmes Murphy and Associates works with our medical and prescription drug carrier, United Healthcare of the River Valley. The employees may select from the three plans shown below. All three plans have three-tier pricing: single; single plus one; and family.

A as POS All charges within POS network are paid at 80/20. Enrollee pays \$10 co-pay within the network for office visits. Enrollee pays deductible and coinsurance outside the POS network. The deductibles equal \$250 single and \$500 family for in-network services and \$500 single and \$1,000 family for out-of-network services. Maximum out-of-pocket equals \$750 single and \$1,500 family for in-network services and \$1,500 single and \$3,000 family for out-of-network services. The lifetime maximum is unlimited. See other details in plan booklet. [The Muscatine Education Association Certified Administrators, Classified Professionals, Custodial-Maintenance & Mechanics, Secretarial, Clerical, Aides and Paraeducators, Food & Nutrition Workers and School Bus Drivers receive this as the standard plan.]

B as POS All charges within POS network are paid at 80/20. Enrollee pays \$10 co-pay within the network for office visits. Enrollee pays deductible and coinsurance outside the POS network. The deductibles equal \$500 single and \$1,000 family for in-network services and \$1,000 single and \$2,000 family for out-of-network services. Maximum out-of-pocket equals \$1,250 single and \$2,500 family for in-network services and \$2,500 single

and \$5,000 family for out-of-network services. The lifetime maximum is unlimited. See other details in plan booklet.

C-HSA All services are subject to deductible with the exception of any service billed as preventive. All preventive care is paid by the plan at 100%. There is 4th quarter carry-over and prescription drugs are covered under health at the in-network level. Deductibles and out-of-pocket maximums for in-network services are \$2,000 single and \$4,000 family. Deductibles and out-of-pocket maximums for out-of-network services are \$4,000 single and \$8,000 family. Co-insurance is 0%. The lifetime maximum is unlimited. See other details in plan booklet.

Current employees currently working 20+ hours per week who are beyond their probationary employment but do not qualify for employer paid health insurance may enroll if they enroll within thirty (30) days of becoming eligible. Employees working less than twenty (20) hours per week who are beyond their probationary employment and who then get added hours in this unit or another MCSD position that brings them over twenty (20) hours per week may enroll if they do so within thirty (30) days of becoming eligible.

District employees, who at some point qualify for district-paid insurance and at some later date do not, may utilize COBRA provisions or these provisions to remain in the district's plan, if they remain in the plan and do not drop coverages at the point of their change in status.

The employees eligible to enroll in or continue coverages are responsible for payment of the required premium. A medical statement and/or other restrictions may apply. Contact the Human Resources office or the district's carrier for further details.

District employees are notified of their eligibility for benefits in their hire sheets. It is the responsibility of the employee to make application for such benefits.

Dental Insurance:

There shall be a plan that includes basic dental care of up to \$1,250 per single and per family member per year. There shall be a \$15 deductible per covered member under a PPO provider or a \$25 deductible per covered member under a non-PPO provider and a \$45 deductible per family per year for a PPO provider and \$75 for a non-PPO provider. There shall be a cost sharing of 50/50 on orthodontics up to a \$1000 lifetime maximum. This shall be the standard plan for those eligible for dental insurance.

Life Insurance:

Life insurance shall be made available in units of \$15,000, \$25,000, \$30,000, \$35,000, \$50,000, \$75,000, \$100,000 and \$300,000. The policies shall include a double amount for accidental death.

Tax dependent care reimbursement:

As part of the District's IRS-125 Flexible Spending Plan, the employee may elect to set aside monies to be used towards tax dependent(s) (as determined by IRS guidelines) care expenses.

Medical reimbursement:

As part of the District's IRS-125 Flexible Spending Plan, the employee may elect to set aside monies for unreimbursed medical and/or dental expenses not covered in other insurance programs.

Non-Employer Sponsored Premiums:

As part of the District's IRS-125 Flexible Spending Plan, the employee may elect to set aside monies for insurance premiums not purchased through the District.

403 (b) retirement program(s):

As part of the District's benefit plan, the employee may elect to use a portion of the district- paid benefits towards an approved 403 (b) program.

Voluntary withholding:

As part of the District's benefit plan, the employee may elect to use their own monies towards any or all of the insurance programs and/or retirement programs.

Credit Union Membership:

As part of the District's benefit plan, the employee may elect to use their own monies towards any or all of the services provided through Ascentra Credit Union. Employees may make changes up to two times per year, September 1st through September 15th, and May 1st through May 15th.

Modifications and limits to selection:

The IRS-125 Flexible Spending Plan and insurance providers may have limits beyond the control of the District to control entry and exit from programs. The School District shall have the

right to apply reasonable restrictions to the number of voluntary withholdings and frequency of changes.

The administrative fee of IRS-125 Flexible Spending Plan:

The district shall pay the administrative fee for the IRS-125 Flexible Spending Plan. Should the employee choose not to participate in the medical or tax dependent(s) (as determined by IRS guidelines) care reimbursement program, they waive this amount.

APPENDIX B Union Membership Card

Memorandum of Understanding Union Security Provisions

In the event enhanced union security provisions – the collection of fair share or agency shop fees from bargaining unit members who are not members of the Union – become authorized by state law, the parties agree to implement these enhanced union security provisions within thirty (30) days of the effective date of the applicable legislation.

PART II

This part contains sections that are uniform throughout AFSCME but the entire Article is not uniform. You will find the sections that are uniform follow immediately while the unique sections remain in Part III unique language by unit.

Article XIV WAGES

Section 1. Pay Dates and Computations

Employees shall be paid twice a month on the 1st and 15th, or the last working day prior to those dates providing the paycheck is not presented for payment prior to the 1st or 15th.

Payroll time cards shall be completed and signed by each employee for each pay period. All overtime, deductions, etc., are included with the days worked as follows:

1st of month to 15th of month -- paid on the 1st of the following month
16th of month to 31st of month -- paid on the 15th of the following month

Nine (9) month employees will have their payroll checks delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative office. Nine (9) month employees desiring to receive their checks during June, July and August by mail will have their envelope deposited in the US Mail the night prior to the scheduled pay date or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their check delivered to the employee's building. The business office cannot be responsible for any delays in the delivery by mail if the employee's check is not received the following day.

Employees may elect to have their paychecks submitted by electronic fund transfer to a single bank account at a single bank of their choice. This practice shall be without charge to the employee so long as the cost per transaction does not exceed the cost of a first class postage stamp. Those who choose electronic fund transfer and nine (9) month employees will have their pay stubs delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their pay stubs delivered to the employees' building. Nine (9) month employees will receive their pay stubs by mail during June, July and August unless they choose to receive them at the Administrative Office. The business office cannot be responsible for any delays in the delivery by mail if the employee's pay stub is not received the following day.

Employees receiving electronic fund transfers may opt out of receiving their pay stub in hard copy format, and instead receive access to the information via the employee's online portal page.

Article XVI INSURANCE & OTHER BENEFITS

Section 1. Worker's Compensation

The District shall provide worker's compensation insurance for employees injured on the job who are unable to work. Individuals injured on the job and qualifying for lost time benefits may not receive sick leave benefits and worker's compensation at the same time.

Section 2. Social Security (F.I.C.A.)

The Muscatine Community School District shall contribute the required amount to the employee's Social Security retirement fund as required by law.

Section 3. Iowa Public Employee's Retirement System (I.P.E.R.S.)

The Muscatine Community School District shall contribute the required amount to the employee's I.P.E.R.S. retirement fund as required by law.

Section 4. Medical Exams

The district will pay for physical exams it requires, or as required by law as a condition of employment, administered by a physician of its choice. The employee may secure the required physical exam from a physician of their choice and the district shall reimburse the employee not to exceed \$ 90 in FY-08 and thereafter.

Section 5. Benefit Qualification

Any regularly scheduled hours that are worked within any MCSD position shall count for purposes of determining benefit eligibility. Qualifications for benefits are subject to the specific unit in which the most hours are worked. Benefits are charged to the unit in which the employee has the most hours.

Section 6. Long Term Disability Insurance

The District shall pay the cost of Long Term Disability Insurance for employees working 30 hours or more per week which shall provide disabled employees with 70% of their base salary during the term of their disability to age 65. Such payments shall begin 90 calendar days after the commencement of the disability or after an employee has exhausted all unused sick leave benefits, whichever comes later. The provisions of the policy shall be set forth in the insurance document, a copy of which shall be furnished to the Union.

ARTICLE XIX - GENERAL PROVISIONS

Section 1. Union Bulletin Boards

The Employer agrees to furnish and maintain one bulletin board in a convenient place in each building to be used by the Union for intra-union business.

The Union shall not post notices and bulletins to such bulletin boards until after receiving approval from the Superintendent, except for lists of members, meeting notices, and notices to employees which are not political in nature, detrimental to the Employer, or inflammatory in nature, which may be posted without prior approval.

Section 2. Activity Passes

Each employee at her/his option shall receive an activity pass good to all events sponsored by the Muscatine Community School District. This pass will admit the employee and companion.

If the District requires employee's services during such an event, due to unforeseen circumstances, the employee will provide the assistance required when in attendance.

Section 3. Access to Personal Data

Employees shall have access to their own files and records kept by the Employer.

Employees may at their expense request a copy of any of their personnel data.

Section 4. Communications

The local Union President, Union Stewards and Chapter Chairperson may transmit communications authorized by the local Union to the Superintendent or his or her designee during normal working hours without loss of pay.

Section 5. Job Descriptions

The Employer agrees to develop job descriptions for the above job classifications which shall reflect the work being done and shall furnish such job descriptions to all bargaining unit employees and the Union. Before any changes are made in job descriptions, the Employer agrees to meet and discuss proposed changes with the Union.

The unit and the district shall review duty rosters and job descriptions periodically, but not less than every two years so that they accurately reflect job expectations.

Section 6. Safety

The district shall have the right to establish these safety standards. The district and the bargaining unit shall review the results of such safety standards as to impact on reduced work place injuries, reduced worker's compensation rates and reduced loss of work days and determine during negotiations if the standards shall be modified in whole or in part.

The district shall have legitimate objective criteria for requesting "ability to perform" examinations as noted in "C" below and shall not simply require them of everyone. An objective example of an accident, an injury, or an illness requiring an ability to perform examination would be one requiring surgery and/or loss of more than ten (10) days of work, or a doctor's statement restricting an employee's ability to perform essential functions of their jobs.

- A. Each unit shall decide on at least one member to be part of a district task force on safety and participate in a review of these provisions.
- B. Each employee shall annually evaluate his/her physical ability to perform the required duties and responsibilities. Retirement and/or alternative employment is encouraged under circumstances where individual's physical and/or emotional factors limit an employee's effectiveness.
- C. Each employee who is involved with an accident, an injury, or illness, as noted above, whether on the job or while off-duty may be asked to participate in an evaluation by a physician as to his/her physical and/or emotional ability to perform the essential functions of their jobs. Such fitness to perform examinations shall be specific to actual job requirements and essential functions of the job the employee holds and if required shall be paid in full by the district. Failure to meet the standardized medically valid criteria of the specific job the employee holds shall be valid grounds not to return the employee to their position. However, the Americans with Disability Act (ADA) requirements for reasonable accommodations shall remain in force. Work hardening regimes, conditioning, or other forms of therapy may be required as a prerequisite to the employee returning to work. Whenever possible the district shall develop work duties suitable to the employee's capacity to perform and the employee shall return to such alternative duties as soon as practical after the accident, injury or illness.

Section 7. Agreement Preparation

At the conclusion of negotiations, when both sides have ratified the agreement, administration shall be responsible for preparing an updated agreement within 15 working days. The employee unit shall have 15 working days from receipt of the administrative draft to review, edit and correct the administrative effort. The district shall have 15 working days from receipt of the employee's corrections to make such actual corrections and run copies. A copy of the agreement shall be presented to all employees now employed and hereafter employed by the Board. Only language that has been modified in negotiations is subject to review. All other language is to remain as is.

Section 8. Union orientation as scheduled in-services

The local union shall be authorized to make presentations to employees during scheduled in-services.

Section 9. Negotiation Procedures

Negotiations with the Unified Local Chapter 1560, Council 61 of AFSCME shall consist of two distinct steps.

- . **Step one:** The district shall conduct individual negotiations with each of the four individual employee units with each unit having their own negotiation team. The individual bargaining units shall raise part 1 and part 2 unified proposals as part of their unit specific part 3 proposals, and not hold separate unified negotiations. All proposal(s) arising out of language contained in Part III is open to negotiation in one unit without affect or impact on the other three employee units. Each unit may propose, approve or veto any and all proposal(s) by a simple majority of those voting within their employee unit.

Each of the four units shall continue to be provided with specific fund availability per their specific unit and shall continue to operate with independent action(s) on how each of the four units individually controls their own destiny as to how such monies shall be used.

Step two: Upon tentative approval [TA] of all items contained in Part III of the unified agreement by each of the four employee units the unified bargaining team meets once again with the district to resolve any outstanding issues, if any, from part I & II and then the unified bargaining team TA's the unified agreement.

Each bargaining team then seeks ratification of the unified agreement by a vote of their unit. Each unit may ratify or vote down the unified agreement by a simple majority of those voting within their employee unit.

Failing to get approval of all units on all of the items under their control would result in the one or more items not approved by the unit not approving them to be taken through mediation and arbitration without effect on those item(s) already agreed upon by the unit(s).

Upon ratification of the consolidated agreement by all four employee units the district administration then takes the unified agreement to the school board for ratification

PART III

Unique Provisions of the Comprehensive Agreement

Custodial, Maintenance, and Mechanics Personnel

ARTICLE XI - LAYOFFS

Section 1. Order of Layoff

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, provided and except that remaining employees must be qualified at the time of layoff to perform work needed by the District within the classifications the employees hold. Employees may accrue and hold seniority in more than one classification.

Section 2. Recall

Employees shall be recalled from layoff according to their seniority, provided the employees recalled are able to perform the work needed by the District. Employees shall retain rights for up to two (2) years following layoff.

Section 3. Bumping

When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise seniority rights to bump the least senior employee with the same number of hours, in the same shift as the laid off employee, whose job (s)he is qualified to perform, provided however that the bumping employee may not bump an employee with greater daily hours nor bump an employee in a higher paid classification.

If there is no least senior employee in the same shift, then the laid off employee shall be allowed to bump the least senior employee with the same number of hours on any other shift, provided however that the bumping employee may not bump an employee with greater daily hours nor bump an employee in a higher paid classification.

If there are no less senior employees, then the laid off employees shall be permitted to bump the least senior employee with the closest comparable hours, regardless of shift.

Section 4. Substitutes when employees are on layoff

In the event employees are on layoff, the laid off employee shall be offered the ability to sign up for a fill in list. Rate of pay for laid off employees filling in shall be the rate of pay in the classification in which the work arises, coupled with the employee's

seniority date. The District shall make a good faith effort to allow laid off employees to fill in prior to hiring substitutes or temporary employees not on layoff.

ARTICLE XII - BIDDING OR TRANSFER PROCEDURES

Section 1. Bidding Procedure

Whenever a job opening occurs--other than a temporary opening--in any existing job classification or as the result of the development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for five (5) work days. The notice shall include rate of pay, work schedule, location, classification title, closing date and minimum qualifications for the job. The position shall be posted and filled within ten working days unless the District provides written notice to the bargaining unit chairperson of the need for a legitimate delay.

During this period, employees who wish to apply for the open position or job--including employees on layoff--may do so. The application shall be in writing, and it shall be submitted to the person named on the posting.

The position shall be awarded to the most senior applicant, provided this applicant meets the minimum qualifications of the open position at the time of bidding. The minimum qualifications shall be those established on the job description for each respective classification. The District shall notify the Union in writing of any modifications to job descriptions at time said modifications occur. Employees shall be transferred into the new position at the same longevity level they were at in their former position.

Successful applicants shall be provided a one (1) day period in the new position, prior to the posting of their current position, for purposes of working the new position if the new position is in a different building or on a different shift. At the end of this one (1) day period, the applicant may elect to remain in their current position or accept the new position. If the applicant chooses to remain in their current position, the district shall then offer the position to the next successful applicant from those who applied at the time of the original posting. The procedure shall continue in this fashion until an applicant elects to remain in the new position, if ever. If no bidder elects to remain in the position, the district shall then offer the position to outside applicants. After the one (1) day period, if the employee elects to accept the new position, the employee shall not be allowed to re-bid into the position they are leaving when it is posted.

Section 2. Trial period

In the event the successful bidder is awarded a position in a classification other than the classification currently held, the successful bidder will be given a ten working

day trial period in the new classification. At the end of the trial period the bidder may remain in the new classification or return to her/his most recently held position. Similarly, at the end of the trial period the Director of Facilities may return the bidder to her/his most recently held position if the employee is unable to adequately perform the requirements of the position. If the District elects this option, reasons for the return shall be reduced to writing. If the bidder chooses to return to the most recently held position or if the District chooses to return the employee to the most recently held position, the District shall then offer the position to the next successful applicant from those who applied at the time of the original posting. The procedure shall continue in this fashion until a bidder elects to remain in the position, if ever. If no bidder elects to remain in the position, the District shall then offer the position to outside applicants.

ARTICLE XIII - HOURS OF WORK AND OVERTIME

Section 1. Work Day

A full-time employee shall normally be scheduled to work an eight-hour day. The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period. Eight consecutive hours of work shall constitute a work shift for full-time employees, except full-time employees who work 30 hours or more but less than 40 each week, year round. Employees who normally are scheduled to work less than 30 hours per week are considered part-time employees.

Flex schedules for either the bus mechanic or head mechanic over the non-school summer months that are approved in advance by the Transportation Supervisor shall be permissible under the contract so long as services to the district can be maintained in a reasonable manner. Such flexible schedules shall be mutually agreed upon.

Section 2. Work Week

The normal, full-time work-week shall consist of five consecutive eight hour days.

Section 3. Lunch Period

All full time employees on first and second shift shall be granted an uninterrupted non-paid lunch period of no less than one-half hour. The Employer shall schedule the lunch period approximately in the middle of the shift. Employees on third shift shall not be given a lunch period due to their rest period schedule.

Section 4. Overtime

Employees shall be paid time and one-half their regular rate of pay for all hours worked before and after the eight hours they work on their normally scheduled shift. Employees shall be notified of shift schedule changes at least two days in advance. Shift schedules shall not be changed for the sole purpose of avoiding the payment of overtime.

Employees who work overtime shall receive paid breaks in the same manner as our current third shift, i.e. 20 minutes paid for every four hours worked.

At the start of each fiscal year, full time Custodial Department employees shall be offered the opportunity to sign up on a District-wide overtime list, and each shall provide the phone number that they desire to be contacted at. Employees who sign up shall be provided an in-service on the types of work duties typically involved with overtime opportunities. Overtime opportunities will be offered on a District-wide seniority basis to employees on the list, commencing each instance of overtime with the most senior. If an employee fails to answer an overtime offering phone call, the caller shall leave a message (if available) and proceed to the next name on the list. If an employee who misses a call subsequently returns the call prior to the overtime opportunity being accepted by another employee on the list, they shall be offered the overtime opportunity. In the event that an employee declines three overtime opportunities, either verbally or in writing in a fiscal year, their name shall be removed from the list for the remainder of the fiscal year.

For Maintenance Department employees, non-skill specific overtime opportunities will be offered on a District-wide seniority basis, commencing each instance of overtime with the most senior. For Maintenance Department employees, skill specific overtime opportunities will be offered to the employee(s) regularly assigned by the District to perform the type of work giving rise to the overtime when that type of work is performed during regular work hours. It is understood that management retains the authority to not offer an employee overtime work in the event that management has an identifiable concern regarding an employee's ability to perform said work.

Section 5. Rest Period

All employees on first and second shift may take a ten minute Employer paid rest period during each half shift. The rest period shall be scheduled by the Employer at approximately the middle of the half shift. Employees on third shift shall be allowed a twenty (20) minute paid rest period during each half shift. The third shift rest periods shall be deemed to include time for the employee's lunch period.

Section 6. Posting Schedules

Shifts, work days, and hours shall be posted on all bulletin boards at all times. All work schedules will be posted at all times. If employees desire, they will be allowed non-binding input when schedule changes are made.

Section 7. Call-Ins

When deemed necessary by the Director of Facilities or designee, all employees providing the services of a call-in shall be paid a minimum of two hours of work at time and one-half. This shall include locking building doors.

Section 8. Summer Work

Part-time employees must complete their normal contract year in their normal job. If additional custodial positions open up after the end of their contract year or if custodial personnel are needed to fill in for absent custodians, the part-time employees will be given first opportunity to fill the jobs in seniority order. If a part-time employee refuses a position (s)he will not again be asked to work in available positions until all other part-time employees who are not yet working have been asked to work. If the District errs in the application of this provision, it shall not give rise to any pay liability. This provision shall not apply to the MYCC or JTPA programs or other similar programs.

The additional services of an employee under this section shall not qualify the individual for benefits in excess provided by their regular scheduled position.

ARTICLE XIV – WAGES

Section 1. Wages

**Custodial/Maintenance
Certified Rates 2014-15**

0.55

Automatic Longevity Increases Year	Custodial Worker & Courier Wage	Secondary School Lead Worker Wage	Maintenance Worker I & Bus Mechanic Wage	Maintenance Worker II Wage	Head Mechanic & Crafts/Trades Wage	MCS D Determined Licensed Crafts/Trades Wage
1	16.03	16.31	16.96	17.60	19.06	19.74
2	16.31	17.11	17.65	18.15	19.56	20.21
3	16.36	17.17	17.71	18.20	19.62	20.27
4	16.45	17.36	17.97	18.56	19.87	20.66
5	16.57	17.49	18.08	18.68	20.00	20.79
6	16.98	17.84	18.51	19.17	20.55	21.21
7	17.05	17.90	18.57	19.23	20.60	21.26
8	17.14	18.21	18.94	19.63	21.07	21.72
9	17.20	18.29	19.01	19.70	21.13	21.80
10	17.26	18.35	19.06	19.75	21.21	21.85
11	17.32	18.42	19.13	19.82	21.26	21.92
12	17.43	18.54	19.25	19.95	21.38	22.04

* The district may, based upon its sole discretion, determine that a lead worker for the maintenance workers is needed. In these cases the district shall select such a person, based upon its sole discretion, and pay a premium of 10% of the selected employee’s base wages for the time this employee is providing such services.

In FY-02 the pay matrix was modified, the district shall not decelerate an employee’s upward progression on this scale. Those hired in the interim period may be advanced more quickly than they otherwise would have been, but not held back.

New employees shall be paid the starting hourly rate indicated for each classification. Upon completion of the fiscal year the employee shall be moved to the step for the next year.

Section 2. Additional Longevity Pay

Additional compensation shall be paid to an employee based on years of employment with the Muscatine Community School District.

9- 11 years.....	\$.30 per hour
12 –14 years	\$.35 per hour
15- 17 years	\$.40 per hour
18- 20 years.....	\$.45 per hour
21-23 years.....	\$.50 per hour
24- 26 years.....	\$.55 per hour
27-30 years.....	\$.60 per hour
31-33 years.....	\$.65 per hour
34+ years.....	\$.70 per hour

ARTICLE XV - HOLIDAYS

For an individual to receive holiday pay, (s)he must work her or his last full scheduled day before and first full scheduled day after the holiday. All work performed on a holiday shift shall be paid at double time in addition to the employees holiday pay. Employees who perform no work on a holiday shall receive holiday pay for the holiday.

1. All personnel working less than a twelve (12) month basis shall be paid eight (8)* holidays:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- New Year’s Day
- President's Day
- Good Friday
- Memorial Day
- New Year’s Eve

*For those less than 12 month employees who have a combination of paid leave and work of at least 80 hours during June shall be paid for Independence Day as a holiday.

2. All personnel working on a twelve (12) month basis shall be paid for eleven (11) holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- New Year's Day

President's Day
Good Friday
Memorial Day
New Year's Eve

Should any of the above holidays fall on a Saturday or Sunday, the Friday preceding or Monday following shall be designated as the holiday.

Employees shall be notified by the district within ten working days after the school calendar is approved by the school board which days the district shall celebrate holidays.

ARTICLE XVI - INSURANCE AND OTHER BENEFITS

Section 1. Life Insurance

- A. Full-time employees-12 month - \$50,000 + A.D.D.
- B. Part-time employees - school year (9 months - 30 hours or more per week, but not full-time - \$30,000 + A.D.D.)

Employees who qualify for life insurance under the above may elect to purchase additional life insurance under the terms and conditions of the policy.

Section 2. Health and Accident Insurance

Each qualified employee shall be covered by a health and major medical program. Insurance terms and conditions in existence as of 7-1-07 shall remain in effect unless mutually agreed upon by the district and the unit.

The monthly single premium for the employee shall be paid for the summer months regardless whether the employee has a paycheck or not. However, should the employee not have a paycheck and the employee has a payroll deduction for the health insurance family plan, such employee shall send to the Muscatine Community School District the premium for the months in which the individual does not receive a paycheck. Payment for continuing coverage of the family plan shall be paid by the 20th of each month.

The district shall contribute \$200 per month in FY-08 and beyond for those Custodial-Maintenance and Mechanics employees entitled to receive individual insurance and who elect to take dependent coverage. If the cost of such dependent coverage increases, employees shall pay for such increase, but the Employer shall not lower benefit levels to maintain lower employee costs. Employees shall be informed of any insurance premium increases as soon as the District is informed.

The hourly requirement was raised from 20 to 30 hours during the 1974-75 year. The following provisions apply to health insurance:

- A. Employment of 30 hours or more per week for any employee commencing work after July 1, 1975, to qualify for coverage.
- B. Employees working a scheduled week of 20 or more hours prior to July 1, 1974, shall continue to be covered.
- C. Should an employee qualifying for insurance be reduced in hours by management to less than:

- 30 hours if employed after July 1, 1975
 - 20 hours if employed prior to July 1, 1975

- said employee shall continue to have his insurance coverage for the remainder of the fiscal year.

- D. Should an employee qualifying for insurance request and be granted reduced work week to less than 30 hours, insurance coverage shall be terminated at the end of the month that the individual begins working the shortened work week.

Section 3. Dental Insurance

The District shall purchase individual employee dental insurance for individuals working 30 hours or more per week. Dependent coverage shall be available at employee expense in accordance with the carrier's participation guidelines. The plan shall be as negotiated and implemented 7-1-07.

Section 4. Insurance Description

All employees shall receive a description of the insurance plans (and any changes agreed to) listed above.

Section 5. Insurance on Tools

Each July 1st or the first workday thereafter, the District shall provide \$100 to employees in the classification of Head Mechanic. Said payment shall be in lieu of providing District paid tool insurance.

Section 6. Uniform allowance

The district shall pay 50% of the cost up to \$7.00 per week per mechanic for 52 weeks per year for our school bus mechanics to wear specific district designated shirts, slacks and or coveralls.

ARTICLE XVII - VACATIONS

Section 1. Vacation Pay

Vacation pay shall be determined by using the employee's regular straight time and the employees' regular scheduled hours.

Employees scheduled to work the school year, only, shall not qualify for vacation benefits.

All personnel working a twelve month basis shall have earned paid vacation based upon anniversary date of initial employment, as follows:

- 5 days - Hire date (Pro-rated at date of hire to 7-1XX)
- 10 days - The next 7-1-XX through 4th anniversary
- 15 days - 5th year of service through 12th anniversary
- 20 days - 13th through 19th anniversary
- 25 days - 20th year of service and any subsequent year

Vacation shall accumulate on the rate of number of day/partial days per month; i.e., if a full time employee works 40 hours a week and accrues 10 days per year, the accumulation would be .83 of a day per month (10 divided by 12). Vacation time for a partial month of employment would be computed on the basis of 20 working days per month. Any vacation used prior to being earned will be repaid to the District should termination of employment occur before all used vacation is earned.

Joe Snow is hired November 5, 1999 and is issued 3.5 days of annual leave representing the 8/12 months or 67% of the allotment for his first year on the job. On July 1, 2000 he will get ten days because he is starting his second fiscal year and so forth on July 1, 2001 another ten days, on July 1, 2002 another ten days. On July 1, 2003 he will get 15 days of annual leave because he is beginning his 5th fiscal year.

Section 2. Vacation Rights in Case of Layoff or Separation

Upon separating from District service for any reason during their anniversary year, employees shall be entitled to use or be paid for their earned pro-rated number of days of vacation.

Section 3. Vacation Schedule

The District will provide the official school calendar to the Union as soon as it is approved by the Board of Education.

Vacation, for employees classified as custodians, shall be scheduled, with the supervisor's approval.

Employees who were not allowed to use their vacation by June 30th shall be allowed to use it in July. No annual leave shall be carried forward beyond July 31st.

Employees who give at least 30 days' written notice of the requested week off, whether earned or not, shall be granted the time off in accordance with their seniority. Otherwise, time off shall be granted on a first come, first served basis.

Non-paid time off in excess of five (5) days per anniversary year shall not be credited in computing paid vacation.

If the District is able, it shall give up to one week of leave without pay to employees who wish to take such time off.

No time shall be given during the last five working days preceding the first day of school.

Employees who are called into work during their vacation shall be paid for such work at time and one-half and vacation time lost will be scheduled at a later date.

Employees who are hospitalized or who otherwise can prove illness during their vacation may reschedule such days of vacation charged as sick leave at a later date.

Maintenance Department employees may schedule vacation in blocks of no less than one quarter day. All other Employees shall schedule vacation in blocks of no less than one half day.

Employees shall schedule vacation in blocks of no less than one half day.

Employees transferring from a position which qualifies for vacation to a position which does not qualify for vacation shall have earned pro-rata vacation based on the portion of the anniversary year that the employee was working in the vacation qualifying position. Employees transferring from a position which does not qualify for vacation to a position that does qualify for vacation shall have earned pro-rata vacation based upon the remaining portion of the anniversary year that the employee will be working.

ARTICLE XVIII – RESERVED

ARTICLE XIX - GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion

The provisions of this agreement shall be applied equally by the District and the Union to all employees in the bargaining unit without discrimination by either party on the basis of age, sex, marital status, race, color, disability, handicap, creed, or national origin.

Section 2. Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether local Union representatives, District council representatives, or international representatives, may have access to the premises of the Employer at reasonable times to conduct Union business after securing the approval of the Superintendent. The visit shall not disrupt normal work operations.

Section 3. Work Rules

Management agrees to establish an exemplary set of reasonable work rules which shall cover all employees in the bargaining unit. The Union shall have the right to grieve the reasonableness and/or the individual application of any new or existing work rule. New or modified rules shall be posted for employee review and comments at least five (5) working days before they become effective.

All employees shall receive a copy of rules and changes.

Section 4. Health and Safety Rules

- A. **Rules Posted.** Appropriate safety rules shall be permanently posted in each building which shall include but not be limited to, job safety, accident reports, and workmanship.
- B. **Equipment.** All equipment shall be adequate to perform the duties as assigned and kept in proper working order as determined by the District.
- C. **Coveralls.** The District shall make coveralls available to employees for use on unusually dirty jobs such as spraying and marking fields, cleaning boilers and filters, and repairing and asphaltting roofs.

Section 5. Training

Employees required to attend training sessions shall be paid for the time spent in such sessions.

The union shall be authorized to make presentations to employees during scheduled inservices.

The district shall make concerted efforts to provide training not less than one day per year to its unit members, so that they may gain knowledge/skills required for advancement.

Section 6. Responsibility for Students

No bargaining unit employee shall be expected to maintain student discipline or oversee students except during emergency situations.

APPENDIX C
Muscatine School District
Custodial/Maintenance/Mechanics Evaluation Report

Employee _____ Evaluator _____
 Job Classification _____ Please circle which type of evaluation:
 Location _____ Probationary, 10-day Trial, or Annual

Area of Evaluation	Not Applicable	Needs Improvement	Acceptable	Above Average
1. Attendance				
A. Employee's daily attendance is				
B. Employee follows leave procedures				
C. Employee works on the "tough work days"				
D. Employee can be counted on to work				
2. Skills, talents & abilities				
A. Understands job expectations				
B. Accepts training and learns on the job				
C. Can perform all duties assigned				
3. Job performance				
A. Reads and understands the duty roster				
B. Works to perform the job requirements				
C. Understands and uses work orders				
D. Meets with supervisor to resolve problems				
E. Follows safety procedures				
F. Accepts responsibility				
G. Performs duties with a high level of skill				
H. Displays initiative				
I. Performs duties in a timely manner				
4. Working relationships				
A. Performs duties with a positive attitude				
B. Accepts criticism, direction &/or changes				
C. Demonstrates a willingness to work with students, employees, and the public regardless of race, gender, age, disability, sexual preference, gender identity, or other protected class status.				
5. Public employer expectations				
A. Exercises good judgment				
B. Is dependable, reliable and honest				
C. Takes proper care of equipment				
D. Personal hygiene and appearance				
1. Comments and recommendations:				

Employee's Signature _____

Date _____

Evaluator's Signature _____

Date _____

The above signature confirms that the employee has received this evaluation it does not necessarily imply agreement.

APPENDIX D

TO: _____

From: Bob Sunderbruch, Director of Resources

Subject: Current Position(s)

Date: February 25, 1997

This is to assure you that the position(s) that you currently hold are, in fact, considered one position in the eyes of the district. It is not our intention to split the position into two. Our current view is that for two years, or perhaps longer, we will have no economic reason to do anything with the hours with such a position nor any reason to split the position.

PART III

Unique Provisions of the Comprehensive Agreement

Bus Drivers

ARTICLE XI - LAYOFF, BUMPING, AND RECALL

Section 1. Layoff

In the event it becomes necessary to layoff non-substitute drivers for any reason, drivers will be laid off in the inverse order of their seniority, provided and except that remaining employees must be qualified at the time of layoff to perform work needed by the District within the classifications the employees hold.

Section 2. Bumping and Recall

When a regular driver is laid off due to a reduction in the work force, the regular driver will be permitted to exercise seniority rights to bump the least senior regular driver whose job(s) (s)he is qualified to perform. Any laid off regular driver shall be placed in a substitute status but shall retain regular route driver status for bidding purposes for sixteen (16) months following layoff (date last worked). When a laid off driver is offered a regular route and refuses to take it, the driver forfeits his rights of recall.

ARTICLE XII – BIDDING

Section 1. Bid Process

As a preliminary prerequisite, effective 7/1/11, the District shall commence new methods to encourage parents of District students to sign those students up early, thereby resulting in better available student ridership information and better student ridership outcomes.

A. Bidding Process for Noon Routes and Regularly Recurring Routes

1. Bidding Timeline: Each year all known noon routes (including all developmental noon routes) and any other regularly recurring route (band, MLC, shuttle, etc...) except AM & PM combination routes shall be bid no earlier than 5 working days before, nor later than 10 working days after the first day of school. Drivers will be informed by the District of a bid date by posting at the Transportation Center. In the event a bid date is determined when school is not in session, Drivers will

be informed of the bid date via School Messenger or a similar calling service if done before the start of school. If the bid takes place after the start of school, drivers will be informed of the bid date via school mail.

In the event that a route is not ready to be bid, the Transportation Supervisor shall offer by seniority, the route to those drivers who do not already have a noon or regularly recurring route. If no eligible drivers with seniority desire the route, the route will be opened to substitute drivers.

All route times at the time of bidding shall be based upon the student information available to the transportation department at the time of bidding.

All drivers shall have access to a route sheet, route directions and a route map prepared by the District based upon information available to the transportation department at the time of bidding.

Noon routes and any other regularly recurring routes created or vacated during the school year and after this bidding period shall be posted for bid within 5 working days. Route information will be posted as set forth in this article and the District shall notify each bus driver three working days in advance through school mail of the time, date, and place of the bidding.

2. Determination of Lockdown Time: Lockdown times for the above bidding shall be established according to the route length as determined by the electronic software to determine times. The lockdown time will be the average of the last 10 driving days of the September pay period of the route as established by the electronic tracking software. In the event that the lockdown time of a route changes by more than 20 minutes from the originally posted time, the route will be subject to rebid within 5 days of when the lockdown time was determined.
3. Route times for pay purposes for noon routes and any other regularly recurring routes during the review period shall be actual route times as determined by electronic tracking software, or current years proposed route time, whichever is greater. This applies from the first day of school through the end of the review period.
4. Employees may bid on a noon route and any other regularly recurring routes by written proxy.
5. Employees may be allowed a maximum of ten (10) minutes to bid a noon route and any other regularly recurring route.
6. The most senior qualified (if District deems driver not qualified, see section 3(G) on trial process) driver who bids into the route shall receive the route.

7. Should no regular driver bid, substitute drivers may bid.
8. When a noon route or any other regularly recurring route (but excluding AM/PM routes) is eliminated, the driver who loses the route may bump any less senior driver with a noon route or any other regularly recurring routes with the same or fewer amount of driving days per week (choice of same or fewer days is up to the bumping driver), assuming the bumping driver has greater seniority. When two or more noon routes or any other regularly recurring routes are consolidated, the least senior(s) of the drivers whose routes are being consolidated shall be allowed to bump any less senior driver (assuming the bumping driver has greater seniority), with a noon route or any other regularly recurring route with the same or fewer amount of driving days per week (choice of same or fewer days is up to the bumping driver), in which the bumped driver is deemed qualified to drive as determined by the district through its job posting. If more than one driver is to be bumped, the pool of bumping drivers shall choose by seniority from the pool of drivers whose routes they are eligible to bump into.

If the District determines the bumping driver is not qualified to drive the route of a less senior driver, the bumping driver shall bump any other less senior driver whose route they are qualified to drive. The driver who is bumped may then bump any less senior driver for whose route they are qualified.

9. Drivers get no additional maintenance time for driving a noon route or any other regularly recurring route as they are already paid to perform such duties during their daily paid maintenance time for their AM & PM combination route.
10. All known summer school routes shall be bid separately before the end of each school year pursuant to the process used for noon and any other regularly recurring routes outlined above. The driver will receive proposed time or actual time whichever is greater. Any subsequent summer school routes shall be offered by seniority.
11. If a route requires some sort of training such as on restraints, medical issues such as seizures, or mandatory reporting, the driver will be provided the training.
12. All resultant vacancies occurring as a result of the initial vacancy will also be bid.
13. The driver awarded the bid shall commence driving the route on the first work day of the following week.
14. The parties agree to discuss and develop a reasonable method to expediently resolve out of the ordinary situations that arise due to student(s) being added to route(s).

15. The District and Union shall have a committee that will meet with the Transportation Supervisor and Transportation Director simultaneously to discuss driver concerns regarding route parity. This committee will meet one time approximately two weeks before school, and again approximately two weeks after school. The committee will meet as necessary once a month immediately after contract maintenance meetings. This group will act in a strictly advisory capacity. The District has the final decision on placing a student on a route.

B. AM/PM Routes

1. AM/PM routes are regularly recurring routes run during the school year that transport students to school in the morning and from school in the afternoon. A single AM/PM route includes both the morning and afternoon portions.
2. When AM/PM routes become vacated, are newly created, or are redistricted [those where more than 25% of the route's existing student ridership changes (either added or subtracted)] during the school year, they shall be posted within five (5) workdays. The posting shall last for three (3) workdays following the procedure set forth in this article. The most senior qualified (if District deems driver not qualified, see section 3(G) on trial process) driver who posts into the route shall receive the route. AM/PM routes that are vacated, newly created, or redistricted after the school year ends will be posted no later than five days prior to the return of students for the following school year.
3. When a route is eliminated, the driver who loses the route may bump the least senior driver with an AM/PM route, assuming the bumping driver has greater seniority. When two or more AM/PM routes are consolidated, the least senior(s) of the drivers whose routes are being consolidated shall be allowed to bump the least senior driver (assuming the bumping driver has greater seniority), with an AM/PM route, in which the bumped driver is deemed qualified to drive as determined by the district through its job posting. If more than one driver is to be bumped, the pool of bumping drivers shall choose by seniority from the pool of drivers to be bumped.

If the District determines the bumping driver is not qualified to drive the route of the least senior driver, the bumping driver shall bump the next least senior driver whose route they are qualified to drive. The driver who is bumped may then bump the least senior driver for whose route they are qualified.

4. "Newly created routes" shall be defined as a newly devised route, (not driven by a driver with a current regular route), with fifty percent (50%) or more the same ridership for three (3) consecutive days. Newly created routes shall be posted using the procedure outlined in paragraph 2.

5. If a route requires some sort of training such as on restraints, medical issues such as seizures, or mandatory reporting, the driver will be provided the training.
6. Route information will be posted as set forth in this article and the District shall notify each bus driver three working days in advance. Drivers will be informed by the District of a bid date by posting at the Transportation Center. In the event a bid date is determined when school is not in session, Drivers will be informed of the bid date via School Messenger or a similar calling service. Emails will be sent to each driver's individual MCSD employee email account unless the driver submits an alternative email address. Employees are responsible for ensuring their email address is up to date. For vacancies during summer, all drivers to be directly notified via email and a robo call directed to a phone number designated by the driver. Employees may post into an AM/PM route by written proxy.
7. All resultant vacancies occurring as a result of the initial vacancy will also be posted.
8. The driver awarded the posting shall commence driving the route on the first work day of the following week.
9. All route times at the time of posting shall be based upon the student information available to the transportation department at the time of bidding.
10. All drivers shall have access to a route sheet, route directions and a route map prepared by the District based upon information available to the transportation department at the time of bidding.
11. A driver may only post into an AM & PM combination route once every twelve (12) months, with two exceptions:
 - a. Routes vacated by retirements becoming effective during the Summer.
 - b. Upon a mutual agreement between the District and the Union.
12. The District and Union shall have a committee that will meet with the Transportation Supervisor and Transportation Director simultaneously to discuss driver concerns regarding route parity. This committee will meet one time approximately two weeks before school, and again approximately two weeks after school. The committee will meet as necessary once a month immediately after contract maintenance meetings. This group will act in a strictly advisory capacity. The District has the final decision on placing a student on a route.

Section 2. Maintenance Time/Duties

- A. Each driver will be responsible for maintaining the cleanliness of her/his bus and for daily bus maintenance. Daily maintenance time consists of routine duties including sweeping, refueling, warm-up, checking fluids, emptying trash, routine washing, light checks, lens cleaning, window cleaning, wiper blade checks, tire checks, horn checks, and all other items on the current pre-trip inspection sheet.

Employees will be credited with 20 minutes per day to perform the above duties, and this time, which shall be paid at the maintenance rate of pay, shall count for determining eligibility for life, health, and long term disability insurance.

- B. Extra maintenance time consists of non-routine matters such as required conference time, required meetings, authorized route map preparation, contacting parents, extra routine washing, authorized route sheet updating, and any other non-regular job requirements.

Extra maintenance time duties shall be paid at the maintenance rate of pay based upon actual hours worked and shall not count for determining eligibility for life, health, and long term disability insurance.

Section 3. 20 Day Trial Process

- A. When the employer believes that the most senior applicant does not meet the minimum qualifications for the open route, the person, the immediate supervisor and the chapter chairperson shall be notified in writing via email or school mail, by the Director of Human Resources (or his/her designee), of the opportunity to decline transfer or accept a trial period in the position. The employee who meets minimum qualifications does not have the option of requesting a trial period. The trial period shall be for not more than 20 driving days. The trial period commences the first day the employee is in the position, unless the district provides written notice to the bargaining unit chairperson of the need for it to start on a different day. The trial period, if elected, shall consist of the following:

Day One (1): Employee, union representative (unless employee does not desire union representation), and the Transportation Supervisor shall go over minimum job qualifications for the position and a set of specific expectations. The employee shall receive a formal observation in the new assignment at least once within the first half of the trial period, and at least once during the second half of the trial period.

Mid-point: Employee, union representative (unless employee does not desire union representation), and the Transportation Supervisor shall meet for approximately fifteen (15) minutes. This group shall discuss progress with the employee and provide a written summary of suggestions for improvement. Employee and the Transportation

Supervisor shall sign the summary and both retain a copy. Employee signing does not imply agreement, but that the summary was discussed by the parties.

Last Day: The Transportation Supervisor shall meet with the employee and union representative (unless employee does not desire union representation), for the final trial period review and will deem whether the employee meets minimum qualifications for position. In the event Employer deems the employee was unable to meet minimum qualifications, the Transportation Supervisor shall establish in writing the minimum qualifications not met and rationalization for such accusations. If the employee wishes to challenge this decision he/she may do so by filing a written notice to the Director of Human Resources within 24 hours of the Transportation Supervisor's decision. All parties are bound by the final decision of the Human Resources Director.

At any time during the trial period, the Human Resources Director in consultation with the Transportation Supervisor can deem the employee qualified or the employee can request to return to previous position. At any time during the trial period the driver may elect to return to his/her original route.

Section 4. Route Sheets and Maps

The District shall require each driver to submit a route sheet and map on or about the 15th of each month. If the 15th is a non-workday, then the next work day after the 15th. The route sheet and map shall include all stops, times, and student names.

ARTICLE XIII - HOURS OF WORK AND OVERTIME

Section 1. Work Day

The number of hours per work day shall be determined by the established route time, activity trip time, daily maintenance time, extra maintenance time, and inservice training time, if applicable.

Section 2. Work Week

The work week shall begin at 12:01 a.m. Sunday and end at midnight Saturday night. Employees shall be paid at the overtime rate of time and one half for all hours over forty hours in a work week. Overtime pay will be based upon the work that falls outside normally scheduled work duties.

Section 3. Leave Pay

Computation of pay for paid leaves shall include route time and daily maintenance time.

Section 4. Work Year

Each school year regular bargaining unit bus drivers shall be guaranteed a minimum of 179 driving days, 1 mandatory inservice day and 9 paid holidays.

Section 5. Overtime

Drivers will be scheduled in such a way to eliminate overtime pay.

ARTICLE XIV - WAGES AND FRINGE BENEFITS

Section 1. Wage Scale

Regular and substitute employees shall be paid in accordance with the wage scale shown below based on the years of service. Sub drivers who work 20 or more days per year will get the regular hourly_rate of pay for year 1 for any time after the beginning of the 20th day. The higher rate remains valid for any continuous year(s) of service.

Substitute drivers accepting and being assigned a regular scheduled route will start at the driver daily rate of a newly hired driver. For one employee there exists an agreement which is an exception to the above sentence.

In the event the amount of time between the end of a route or trip and the beginning of another route or trip is less than one hour, then the employee shall be compensated for this time at the rate of pay of the lesser of the two functions (for purposes of this comparison, the route pay used is the driver's applicable daily rate ÷ 2). When a driver has paid sit time between routes it is expected that they perform assignable duties to benefit the transportation department. Drivers who qualify for sitting time are expected to seek assignments from the transportation supervisor. Such work may be cleaning busses, checking fluids, running copies or other duties that drivers routinely perform as part of their maintenance pay. Alternately, drivers who qualify for sitting time may notify the transportation supervisor that they do not want to perform these duty assignments (referenced in the prior sentence) during their sitting time, and they shall not be given these duty assignments, nor shall they be compensated for the sitting time.

Rates of Pay 2014-2015

Activity Trips
 With Adult Supervision \$11.50
 Without Adult Supervision Regular Hourly Rate

Maintenance/Mandated Training \$8.70

Summer School Routes Regular Hourly Rate

Noon Routes Regular Hourly Rate

AM & PM Combination Routes Regular Daily Rate
 ±
Daily Grandfathered Rate

Years	<u>Regular hourly rate</u>	
Substitute		\$18.37
1		\$19.48
2		\$19.64
3		\$19.80
4		\$19.97
5		\$20.13
6		\$20.30
7		\$20.47
8		\$20.64
9		\$20.82
10		\$20.99
11		\$21.17
12		\$21.35
13		\$21.53
14		\$21.71
15		\$21.89

Regular Daily Rate

<u>Years</u>	<u>Daily Rate</u>
0-10	\$63.55
11-20	\$65.55
21-25	\$68.69
26 and beyond	\$73.69

The above Regular Daily Rate concept was instituted effective 7/1/11. Due to the fact that several bus drivers would have been paid less daily for their AM & PM route combination under the 7/1/11 daily rate methodology than they were receiving under the prior hourly methodology, the parties have agreed to grandfather the AM & PM route combination pay of these employees by compensating them effective 7/1/11 with a combination of Regular Daily Rate + Total Grandfathered Amount. This Total Grandfathered Amount shall be divided by 189 and termed the Daily Grandfathered Rate, and added on a daily basis to the categories so designated above. The combination of Regular Daily Rate + Daily Grandfathered Rate = the rate each was receiving daily for their AM & PM route combination at the end of the 2010-11 school year. This Total Grandfathered Amount and Daily Grandfathered Rate shall remain in effect even if a grandfathered driver bids off the route he/she held as of the end of the 2010-11 school year. The Total Grandfathered Amount and Daily Grandfathered Rate shall not be subject to change, except by mutual agreement of the District and the Union. When a grandfathered employee leaves District employment (or has submitted a written advance notice of cessation of employment), the Total Grandfathered Amount shall be made available to the Union during negotiations as a separate source of negotiations available money, and the District and the Union shall thereafter negotiate the apportionment of these monies upon the wage items in this section. Additionally, the District agrees to Grandfather until cessation of employment the District provided insurances that driver Ken Greenwald was receiving as of the end of the 2010-11 school year, provided that he maintains driving of BOTH an AM & PM combination route and a noon route.

Those grandfathered and the Grandfathered amounts are as follows:

<u>Driver</u>	<u>Grandfathered Amount</u>
Greenwald, Kenny	\$3,897.94
Heath, Barbara	\$4,318.27
Roelle, Doug	\$3,442.16
Mathis, Betty	\$4,317.26
Jorgensen, Allan	\$2,220.31
Bates, Tom	\$2,538.46
Slater, Vicky	\$3,700.37
Harden, Bill	\$2,001.38
Law, Karleen	\$2,409.15
Longstreth, Ed	\$1,890.09
Miller, Cindy J	\$1,819.98
Heither, William	\$819.69
Robbs, Dan	\$1,047.82
Bloomquist, Pam	\$1,127.89
Suri, Madonna	\$603.54
Simpson Peggy	\$831.60

Section 2. Longevity

Additional compensation will be paid to an employee based on years of employment with the Muscatine Community School District (and former county/area school employment if those areas have been consolidated into the Muscatine District). These longevity rates only apply to time driving noon routes and summer routes and do not apply to time driving AM/PM routes.

Years 10 – 12.....	\$.10 per hour
Years 13 - 16.....	\$.15 per hour
Years 17 - 19	\$.20 per hour
Years 20 - 24	\$.25 per hour
Years 25 – 29.....	\$.30 per hour
Years 30 +.....	\$.35 per hour

Section 3. Compensation for Extra Services

A. Meal Allowance

Drivers shall receive a meal allowance of \$8.00 per activity trip of four (4) hours or greater. (Drivers who receive complimentary meals should not put in for the reimbursement.)

B. Bus Inspection

Drivers will be reimbursed for bus inspections at the extra maintenance rate of pay commencing at the scheduled starting time, with a minimum of one hour.

C. Maintenance

Employees shall notify the District if they choose not to perform non-routine washing and non-routine waxing. These tasks shall be available to be bid, subject to Article XIII, Section 5, on a per vehicle annual basis. Such bids shall be on the basis of seniority of bargaining unit employees. Rate of pay shall be at the extra maintenance rate of pay.

D. Training

All new and current drivers must be able to meet and maintain qualifications and meet new qualifications, if necessary, by attending periodic District retraining requirements paid for by the District. Employees will be compensated at normal maintenance hourly wage rates while attending required training courses. Employees will be notified in writing of any required training courses or meetings.

The District shall continue to pay for and pay employees for attending required training; however, the District is not responsible for paying employees for training related to initial obtainment of a commercial driver's license. The District shall provide training for District drivers on bus driving skills, student discipline, administrative procedures, and other training deemed necessary by the District. Drivers shall be paid at the activity trip rate of pay for time spent in training and driving if they are required to qualify for another route.

The driver is responsible for maintaining their state permit. The District will schedule three (3) hours of state permit training each year. If the driver requires more, or misses the District scheduled permit training, it is the driver's responsibility to inquire about other state permit training courses. The District will post a copy of all correspondence received from the state concerning required courses or training.

E. License Fee

The District will reimburse employees for a chauffeur's license and/or a commercial driver's license at \$10.00 per year. The district shall pay the cost of the letter "S" endorsement by dividing the full cost of the endorsement by the life of the license.

F. Jackets

Existing drivers and new drivers upon completion of the first full year and at the beginning of every 5th full year of continuous employment shall be furnished a jacket, selected at the sole discretion of the District, which shall become the property of the employee. When the District purchases additional jackets, they will offer the drivers the opportunity to purchase another jacket at the District's cost.

G. Overnight stays

When an assigned trip requires an overnight stay, the assigned driver shall be reimbursed for the approved motel/hotel costs and shall receive a stipend of \$50.

The driver who takes such an overnight trip shall be in pay status until released from duty by the group advisor and they shall return to pay status when requested to perform duties by the group advisor.

If an overnight trip interferes with a regular driver's regular driving responsibilities, the driver shall be compensated as if they had driven their regular driving responsibilities in addition to any compensation received while on duty.

H. Drug Testing

Drivers who are required to take a drug or alcohol test shall be paid a flat rate of one hour of maintenance pay per test.

I. Stop Arm Violations

Drivers shall be paid at the maintenance rate of pay for time spent in court attendance and testifying in court related to stop arm violations.

Section 4. Vision, Hearing and Medical Exams

The District will pay for vision and hearing exams it requires of the employees, or as required by law as a condition of employment, administered by a professional of its choice. The District will pay for physical exams it prescribes administered by a physician of its choice. The employee may secure the required physical exam from a physician of their choice and the District shall reimburse the employee not to exceed \$90 in FY-08 and thereafter.

Section 5. Leave Usage While Driving Summer Routes

Drivers who drive a regular summer route shall be allowed to use any personal or sick leave available to them during the regular school year while driving their summer route.

ARTICLE XV - HOLIDAYS

All employees will be paid for nine (9) holidays; the time paid for a holiday shall be Regular Daily Rate + Daily Grandfathered Rate and + daily maintenance for the AM & PM Combination Routes. In addition, the time paid for a holiday shall include Noon route hours for employees having a noon route. These holidays are:

- New Year's Day
- Christmas Eve
- Christmas Day
- Thanksgiving Day
- Day after Thanksgiving
- Labor Day
- Memorial Day
- Good Friday
- President's Day

Employees working on a holiday shall receive, in addition to the holiday pay mentioned above, a premium pay of one and one half (1-1/2) times the pay of the driving requirement which gave rise to working on the holiday.

Should any of the above holidays fall on a Saturday, the preceding Friday shall be designated as the holiday. Should any of the above holidays fall on a Sunday, the Monday following shall be designated as the holiday.

ARTICLE XVI - INSURANCE AND OTHER BENEFITS

Section 1. Life Insurance

All regular drivers shall receive a \$75,000 District paid life insurance policy which includes accidental death or dismemberment coverage.

Employees who qualify for life insurance under the above may elect to purchase additional life insurance coverage under the terms and conditions of the policy.

Section 2. Health Insurance

Each qualified employee shall be covered by a health and major medical program. Insurance terms and conditions in existence as of 7-1-07 shall remain in effect unless mutually agreed upon by the district and the unit.

The monthly single premium for the employee shall be paid for the summer months regardless whether the employee has a paycheck or not. However, should the employee not have a paycheck and the employee has a payroll deduction for the health insurance family plan, such employee shall send to the Muscatine Community School District the premium for the months in which the individual does not receive a paycheck.

Payment for continuing coverage of the family plan shall be paid by the 20th of each month. The district shall contribute \$200 per month in FY-08 and beyond for those School Bus Drivers entitled to receive individual insurance and who elect to take dependent coverage. If the cost of such dependent coverage increases, employees shall pay for such increase, but the Employer shall not lower benefit levels to maintain lower employee costs. Employees shall be informed of any insurance premium increases as soon as the District is informed.

The hourly requirement was raised from 20 to 30 hours during the 1974-75 year. The following provisions apply to health insurance.

- A. Employment of 30 hours or more per week, sum of established route time and daily maintenance time, for any employee commencing work after July 1, 1975, to qualify for coverage..
- B. Employees working a scheduled week of 20 hours or more per week, sum of established route time and daily maintenance time, prior to July 1, 1974, will continue to be covered.
- C. Should an employee qualifying for insurance be reduced in hours by the District between February 1st and February 10th of each year to less than:
30 hours or more per week, sum of established route time and daily maintenance time, if employed after July 1, 1975

20 hours or more per week, sum of established route time and daily maintenance time, if employed prior to July 1, 1975

Said employee will continue to have her/his insurance coverage for the remainder of the fiscal year.
- D. Should an employee qualifying for insurance under "A" above request and be granted a reduced work week to less than 30 hours or more per week, sum of established route time and daily maintenance time, insurance coverage will be terminated at the end of the month that the individual begins working the shortened work week.

20 hours, (sum of established route time and daily maintenance time), if covered June 30, 1995."
- E. Employees covered June 30, 1995 will continue to be covered unless they fall under a scheduled week of 20 hours, sum of established route time and daily maintenance time.

ARTICLE XVII - NOON ROUTE SUBSTITUTION

After the noon bus routes have been bid prior to school each year, and after any rebid during the course of the school year, the District shall notify regular drivers who did not bid successfully on a route containing a noon run of the opportunity to sign up for noon run substitution. If the routes are not re-bid at the beginning of the school year, the employer shall notify regular drivers prior to the start of the school year of their opportunity to sign up for noon route substitution. At no time, however, shall the list contain the name of a regular driver who currently has a route which contains a regular noon route.

Whenever a regular route bus driver who is regularly scheduled to drive a noon route has a period of absence, the transportation supervisor shall offer the noon route, on a rotating basis, to those who appear on the sign up list, beginning with the most senior regular driver first who has qualified to drive the route. Application of this section will result in a driver being assigned a noon route for the entire continuous period of absence of the driver who normally drives the noon route. In the event no regular driver accepts the noon route, substitutes may be asked. In the event of an emergency, short notice absence, substitutes may be asked without using the list. The rate of pay for noon route substitution shall be the regular hourly rate of pay of the driver assuming the noon route.

In the event the regular noon route driver is on an approved leave, the next driver in the noon route rotation gets the route as described above. If the driver who is subbing has actively driven the noon route for at least six driving days and then takes a paid leave of absence, the subbing driver maintains the right to immediately resume noon route substitution on that route when he/she returns from their paid leave.

ARTICLE XVIII - ACTIVITY TRIPS

Agreed Upon Contract Changes with Drivers Group and MCSD

Section 1. Activity Trip Notice

An activity trip notice and assignment summary shall be kept updated through the activity trip database. The database shall list date, trip description, time out, estimated time in, destination, and assigned driver. Newly received activity trips shall be posted in the database shortly after receipt.

The transportation department shall also place notice of activity trips assigned to drivers into each driver's individual transportation department mail box. Drivers shall not be responsible for activity trips not placed into their mailbox. Drivers shall sign, date and clearly state that they have received notification of the assigned trip and shall then

return the notice within 3 working days of receipt. In the event a driver cannot take the assigned activity trip, they shall turn it in to the transportation department no later than 72 hours prior to the departure time, absent emergency situations. If the driver fails to follow these procedures the penalty shall be that they are excluded from the activity trip rotation for 60 calendar days.

In no event shall drivers be allowed to trade or give trips to another driver. Instead, any trips not able to be performed by the assigned driver shall be turned into the transportation department, and the trip shall then be placed in the activity trip database shortly after turn in, and assigned as if it were a new trip.

Section 2. Activity Trip Offering

Activity trips shall be offered at least 14 days before the trip is to be taken; unless the Transportation Department does not receive notice at least 14 days in advance.

Section 3. Late Notice

In the event the transportation department receives a new or returned trip within two school days of the time the trip is to be taken, no particular order need be followed to fill the trip.

If multiple drivers are scheduled for a trip and it ends up being overstaffed, the senior most driver(s) get the trip. Drivers who did not get to drive the trip due to the overstaffing shall be paid for one hour at the activity rate, and they shall be placed at the top of the activity trip rotation list.

Section 4. Activity Trip Assignment Process

- A. The first time through the activity trip sign up list each year, trips shall be offered by seniority to available drivers provided the Transportation Department has more than 3 school days' notice of the trip.
- B. The second time through the activity trip sign up list and each time thereafter, trips received by the Transportation Department with more than 3 school days' notice shall be offered to the available driver whose last trip occurred furthest in time from the date the trip is being assigned.
- C. Regular drivers will be given priority on activity trips occurring during summer months when school is not in session and on weekends, as well.
- D. During the school year, regular drivers on the activity trip sign up list shall have preference over substitute drivers in being offered evening high school trips of 6.0

hours or more duration . For activity trips that occur during regular route hours, a substitute driver would be used to drive the route of the regular driver.

- E. As an exception to the above, year round regularly scheduled activity trips (i.e., a trip to the same location which occurs in a regular weekly pattern throughout the school year) shall be bid by seniority, in a block, by all regular drivers who do not have a noon route. Said bid shall take place a minimum of three days in advance of the commencement of the first trip each year. Regularly scheduled activity trips will not be covered by sick leave (i.e., you miss it because you're sick, you don't get paid for missed time).

Section 5. Cancellation of an Activity Trip

Cancellation of an assigned activity trip will result in one hour of activity rate pay.

Section 6. Activity trips pre and post inspection

All activity trips shall include 15 minutes of pre and post inspection, clean-up, fluid checks and pressure checks. This time shall be paid at the maintenance rate.

Section 7. Summer driving functions

Summer driving functions of five (5) or fewer driving days are considered activity trips.

ARTICLE XIX - GENERAL PROVISIONS

Section 1. Noon Route Substitute Rotation List

The District agrees to install a white board or bulletin board in the transportation center driver room which will be kept updated with daily noon route substitute rotation.

APPENDIX C
EVALUATION FORM
MUSCATINE COMMUNITY SCHOOL DISTRICT

Bus Drivers Group

Adopted March 30, 1992

Evaluation of skills and behavior of school bus drivers

Rank (1-2)

Ranking and explanation of ranking system:

The supervisor shall place either a 1 or a 2 in the place provided that best describes the type of behavior or skill-level witnessed by the supervisor in day-to-day operations.

1. Regularly performs satisfactorily
2. Does not regularly perform satisfactorily

-
1. Attendance
 - A. The driver reports absences in time to get substitutes. _____
 - B. Reports for work on time on a regular basis. _____
 2. Takes care of equipment: (given time and constraints)
 - A. Performs daily interior bus clean-up _____
 - B. Performs exterior bus washings in the prescribed manner _____
 - C. Performs daily inspections of interior/exterior lights _____
 - D. Reports student damage to busses daily _____
 - E. Requests the mechanics assistance appropriately _____
 3. Timely performance of duties:
 - A. Operates on schedule _____
 - B. Does not modify route until approved by supervisor _____
 - C. Adopts route changes as directed _____
 4. Responsiveness to needs:
 - A. Is willing to help coworkers _____
 - B. Can work as a team member _____
 - C. Accepts constructive criticism and correction _____
 - D. Can work with a variety of people who differ in lifestyles and work habits _____
 5. Working with other to achieve goals:
 - A. Ability to take direction from supervisor _____
 - B. Demonstrates a willingness to work with students, employees, and the public regardless of race, gender, age, disability, sexual preference, gender identity, or other protected class status. _____
 6. Personal hygiene and appropriate attire:
 - A. Exercises good personal hygiene _____
 - B. Wears clean clothing, appropriate for work conditions _____
 7. Reporting and paperwork skills:
 - A. Maintains an accurate route sheet and map _____
 - B. Maintains pre-inspection daily logbook _____
 - C. Completes other assigned reports in an accurate manner _____
 8. Student discipline skills:
 - A. Has attended training on student discipline _____
 - B. Follows prescribed disciplinary rules and procedures in a consistent manner _____

Periodic on-board evaluation of drivers
Evaluation of skills and behavior of school bus drivers

Rank (1-2)

The supervisor shall place either a 1 or a 2 in the space provided that best describes the type of behavior or skill-level witnessed by the supervisor in on-board observations.

1. Regularly performs satisfactorily
2. Does not regularly perform satisfactorily

9. Bus driving skills:

- | | |
|--|-------|
| A. Can back-up in the prescribed manner | _____ |
| B. Can turn in the prescribed manner | _____ |
| C. Drives at speeds appropriate to conditions and laws | _____ |
| D. Can stop safely within prescribed limits | _____ |
| E. Operates vehicles according to safety standards | _____ |
| F. Driver is in control of the students on the bus | _____ |
| G. Drives vehicles with apparent concern for rider's safety. | _____ |

Driver's comments and response to evaluation:

Signature of evaluator: _____ Date: _____

Signature of employee: _____ Date: _____

Reviewed by Director of Human Resources and filed on this date: _____

The above signature confirms that the employee has knowledge of this appraisal but does not necessarily imply agreement.

APPENDIX D
Side Letter to
School Bus Drivers Agreement
Dated Spring 2003
Wage Rate Inserted Spring 2005

To: Members of the School Bus Drivers Unit
FROM: Dr. Bob Sunderbruch, Human Resource Director
SUBJECT: Job Preference

This is to notify and inform our school bus drivers that school bus aide and special education bus aide positions that will be posted in the future will allow for a preference to be given to our school bus drivers with a seniority date as a regular or special education driver.

After completion of the bidding procedure outlined in the Secretarial, Clerical, Aide and Paraeducator [SCAP] unit of Muscatine Community School District should no qualified SCAP unit member with a seniority date be available; members of our school bus drivers unit can bid on these jobs and they shall be awarded on the basis of their school bus drivers seniority before they are offered to the public.

Our school bus drivers should be aware that these are SCAP positions and as such an applicant must take and pass a standardized academic examination and score at or above a 12th grade composite score. Currently we have a rate of about 80% plus who score at this level when they take the examination. Further, school bus aides who serve as special education bus aides may be required to take a course on student behavior management. These positions do not require that a person complete their Paraeducator certification program, but if they do so and secure a position within the SCAP unit they do get an added incentive pay rate above the regular wage schedule.

Benefit qualification rules are spelled out in [Part II, Article XVI, section 5] updated 5-23-06. Generally speaking a driver can qualify for the driver's benefit package by combining times from their routes and the noon bus aide bus routes. Benefit costs are charged to the unit in which the employee has the most hours.

Bus drivers serving as substitute bus aides or special education bus aides will be paid at the activity trip rate of pay.

Cc Dr. Tom Williams, Superintendent of Muscatine Schools
Ty Cutkomp, AFSCME LOCAL 1560
Earlene Ledford, Chapter Chair SCAP
Bev Gerdts, LOCAL 1560 President

PART III

Unique Provisions of the Comprehensive Agreement

Secretarial/Clerical/Aide/Paraeducator Employees

ARTICLE XI - LAYOFF AND RECALL

Section 1. Layoff

When an employee's position is eliminated, the employee shall be permitted to bump the least senior employee in the same classification in lieu of layoff; otherwise the employee will be laid off. The selection of which positions are eliminated is a management right. When more than one employee's position is eliminated, those employees will have the right to select, in seniority order from among the positions which will be opened up as a result of the layoff. The Union shall be allowed non-binding input into the determination of the positions to be eliminated; however the final determination rests with the District.

The following applies to employees in these classifications: Media Aide, Building Aide and Special Education Aide.

In the event of elimination of an entire classification listed above (with the exception of specially funded positions in these classifications), employees shall be allowed to exercise seniority rights to bump the least senior employees from a combined seniority list of all employees from the other classifications listed above.

In the event the least senior person has a gender specific or bilingual position and the employee being laid off does not meet the criteria for the position, the employee who is being laid off shall be allowed to bump the least senior employee who does not have such criteria; provided the employee bumping is more senior than the person being bumped.

Section 2. Recall

Employees will be recalled to the classification in inverse order of reduction from the same classification. When an employee has been laid off they retain recall rights for one year from date of layoff. A laid off employee may elect not to accept recall without termination of recall rights if the position is for fewer hours than the position from which they are laid off. In the event that a laid off employee declines recall to a position within the same classification and grade level (special education aides shall be dealt with on a case by case basis in a reasonable manner.) with the same or greater hours than

the position from which laid off, the laid off employee shall lose all recall rights but shall retain their seniority date for one year from the date of lay off.

In the event of layoff, the laid off employee shall be offered the opportunity to sign up for a fill-in list (in the employee's classification). The rate of pay for a laid off employee filling in shall not be less than the rate of pay the employee was making at the time of layoff, plus any contractual increases to the pay schedule or the rate of pay in the classification in which the work arises. The District shall make a good faith effort to allow laid off employees to fill in prior to the hiring of substitutes or temporary employees not on layoff.

ARTICLE XII - JOB POSTING TRANSFER PROCEDURES

Section 1 - Posting and transfer

Whenever a job opening occurs, other than a temporary opening as defined below, in any existing job classification or as the result of the development of a new job classification, a notice of such an opening shall be posted on all Union bulletin boards for five (5) working days and a copy sent to the Union. The notice shall include rate of pay, work schedule, location, classification title, closing date, and minimum qualifications required for the job. Minimum qualifications may include successful testing, lifting requirements, bi-lingual skills and other minimum qualifications mutually agreeable.

Employees, who wish to apply for the opening, including employees on layoff from any classification, may do so. The application shall be in writing, and shall be submitted to the person signing the posting. When an employee applies for a posted position and has not removed his/her name by the close of the posting, the employee must accept the position, if offered. The Employer shall fill the opening by selecting from among the applicants the employee with the longest continuous service, provided s (he) meets the minimum qualifications for the opening.

Employee(s) who apply for postings without having attended District sponsored job specific training, (i.e., Muscatine Management, Level II Special Needs, Level II Media & Technology, Mandatory Reporter, Medication Dispensing, SASI, Nova Net FOLLETT, etc.) and have met all other minimum qualifications required by the position(s) shall be required to agree to attend such training the next time it is offered in the immediate area, i.e. Muscatine or no further than the Bettendorf AEA as a condition of being granted the position. The employee who then fails to attend such training, no longer meets the minimum qualifications of the position and it is up to the District to determine if the employee may continue to hold the position; otherwise they are laid off.

Please read the special waivers from the testing that may affect whether or not you must take and pass the standardized examination in Appendix D.

District positions in this unit shall be posted in a timely fashion unless the District provides written notice to the bargaining unit chairperson of the need for a legitimate delay.

Section 2 - Intra-building Additional Hours Offering Procedure

Contrary to the above, in the event the district is in need of additional bargaining unit work and in the event that the needed work does not exceed two (2) hours in duration, the district will first offer the time on a seniority basis to unit members at that facility who meet the minimum qualifications

Section 3 - Trial Period

When the employer believes that the most senior applicant does not meet the minimum qualifications for the open position, the person, the immediate supervisor and the chapter chairperson shall be notified in writing via email or school mail, by the Director of Human Resources (or his/her designee), of the opportunity to decline transfer or accept a trial period in the position. The employee who meets minimum qualifications does not have the option of requesting a trial period. The classification titles of Administrative Services, Secretary and Clerk shall have a 20 working day trial period while all other classifications shall have a ten working day trial. The trial period commences the first day the employee is in the position, unless the district provides written notice to the bargaining unit chairperson of the need for it to start on a different day. The trial period, if elected, shall consist of the following:

If the Director of Human Resources determines that minimum qualifications testing will be required to demonstrate that the applicant meets the minimum qualification for the position, the testing shall take place on the last day of the trial period unless the district and the applicant mutually agree for the test date to be modified.

Day One (1): Employee, union representative (unless employee does not desire union representation), immediate supervisor, principal and/or administrator, shall go over written minimum job qualifications for the position and a set of specific expectations.

The employee shall receive a formal observation in the new assignment at least once within the first five (5) days of employment and at least once during the final five (5) day period.

Mid-point: Employee, union representative (unless employee does not desire union representation), immediate supervisor, principal and/or administrator, shall meet for approximately fifteen (15) minutes. This group shall discuss progress with the employee and provide a written summary of suggestions for improvement. Employee and immediate

supervisor shall sign the summary and both retain a copy. Employee signing does not imply agreement, but that the summary was discussed by the parties.

Last Day: Supervisor shall meet with the employee, union representative (unless employee does not desire union representation), immediate supervisor, principal and/or administrator, shall meet for final trial period review and will deem whether the employee meets minimum qualifications for position. In the event Employer deems the employee was unable to meet minimum qualifications, the supervisor shall establish in writing the minimum qualifications not met and rationalization for such accusations. Employee will have twenty-four (24) hours to decide to return to the previous position or to schedule a hearing. In the event the hearing option is elected, then a hearing shall be promptly scheduled and will include the supervisor, employee, Union representative, one (1) representative selected by the bargaining unit, Director of Human Resources and Special Ed Director (if position is in Special Ed Classification). Principal may be included if desired, but hearing will include no more than three (3) representatives from bargaining unit and three (3) representatives from the District. Members attending shall discuss the affected employee's abilities to meet minimum qualifications for the position. All parties are bound by the final decision of the Director of Human Resources.

At any time during the trial period, the Human Resource Director in consultation with the supervisor can deem the employee qualified or the employee can request to return to previous position.

Section 4 - Recall

After a posted position remains vacant by bargaining unit transfer, the District shall allow employees on layoff to exercise recall rights.

Section 5 - New District Employee Testing

Prior to employment, new employees to the District shall be required to take and pass a comprehensive written examination that can objectively determine both math and verbal/reading scores. A composite of 12th grade is required for passage.

Section 6 - Probationary Limitations

During the first ninety (90) working days of employment, an employee will not be eligible to apply for such vacancies unless doing so to increase hours and not vacate current position. Provided, however, upon proof of satisfactory service the Director of Human Resources may waive the transfer limitation after forty-five (45) working days.

Section 7- Temporary Job Openings

Temporary job openings are defined, as job vacancies that may periodically develop in any job classification that do not exceed forty-five (45) working days.

Employees assigned to temporary job openings shall be paid the wage rate and scale rate established for the job, or their own wage rate, whichever is higher.

Section 8 - Minimum Qualifications Test(s)

The Director of Human Resources shall establish all minimum qualification tests. Any tests so established shall be an accurate measure of the employee's ability to meet actual daily requirement of each position.

Section 9 – Posting and Transfer

When an employee successfully posts into a Special Education Aide classification position, they shall not be eligible to apply for subsequent vacancies for 60 working days or to the end of the school year (whichever comes first) after starting their new position unless doing so to increase hours and/or their hourly wage. The 60 working day period can be waived upon mutual agreement of the employee and district. The contents of this section shall be noted prominently on all Special Education Aide classification postings.

ARTICLE XIII – HOURS OF WORK AND OVERTIME

Section 1. Work Day

The building principal and/or employee's supervisor shall establish the normal workday within the total yearly hours projected for the position. Flexible work schedules shall be permissible provided they are approved in advance by the supervising administrator.

Section 2. Work Week

The workweek shall begin at 12:01 a.m. Sunday and end at 11:59 p.m. Saturday.

Section 3. Lunch

All employees who work for more than four (4) hours shall have a minimum of one-half hour of duty-free, non-paid lunch hour.

Section 4. Overtime

Overtime shall be paid, at the rate of time and one-half, for all hours worked over forty hours per week in pay status.

Section 5. Breaks

Individuals working less than four (4) hours per day do not receive paid breaks. Individuals working four (4) hours or more but less than six (6) hours per day will be entitled to fifteen (15) minutes of paid break time per day. Individuals working six (6) hours or more but less than seven (7) hours per day will be entitled to twenty-five (25) minutes of paid break time per day. Individuals working seven (7) hours or more per day will be entitled to thirty (30) minutes of paid break time per day. Such break times will be scheduled by the immediate supervisor.

Employees are considered on duty at all times that they are not on their scheduled duty free lunch or paid break(s).

Section 6. Payment

Employees will be paid for the hours that they work and have been approved by their supervising administrator.

Section 7. Calendar

During May of each year, the Employer will post a calendar for the following year which may be revised and an assignment chart showing working days per month and hours per day which may be revised also.

ARTICLE XIV - WAGES AND FRINGE BENEFITS

Section 1. Wages

All personnel shall be paid the wage of their designated classification as listed below:

**SCAP
Certified Rates 2014-2015**

0.49

Year	SECRETARY CLERK/H.I. SPED/MEDIA BLDG AIDE				
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	14.98	14.54	14.15	13.94	13.83
2	15.09	14.56	14.25	14.05	13.94
3	15.19	14.68	14.38	14.15	14.05
4	15.41	15.09	14.77	14.55	14.45
5	15.44	15.13	14.80	14.57	14.47
6	15.56	15.17	14.83	14.60	14.50
7	15.67	15.27	14.87	14.63	14.52
8	15.78	15.39	14.98	14.70	14.58
9	15.82	15.41	15.04	14.76	14.62
10	15.84	15.44	15.06	14.81	14.65
11	15.86	15.54	15.11	14.87	14.71
12	15.96	15.65	15.21	14.92	14.76
13	16.09	15.76	15.33	15.02	14.87
14	16.19	15.86	15.43	15.12	14.98
15	16.29	15.96	15.53	15.22	15.08

Classifications

<u>Pay Grades</u>	<u>Letters</u>	<u>Classification Titles</u>
1	A	Administrative Services
2	B	Secretary
3	C	Clerk
3	D	Hearing Interpreter
4	E	Special Education Aide
4	F	Media Aide
5	G	Building Aide

Year 1 - date of hire to end of first fiscal year

Year 2 - start of second fiscal year to end of second fiscal year

Year 3 - start of the 3rd fiscal year to end of 3rd fiscal year etc.

Section 2. Longevity

Additional compensation will be paid to an employee based on years of employment with the Muscatine Community School District (and former county/area school employment if those areas have been consolidated into the Muscatine District.)

Years 12 - 13.....	15 c per hour
Years 14 - 15.....	20 c per hour
Years 16 - 17.....	25 c per hour
Years 18 - 19.....	30 c per hour
Years 20 - 21.....	35 c per hour
Years 22 - 23.....	40 c per hour
Years 24 - 25.....	45 c per hour
Years 26 – 27.....	50 c per hour
Years 28 – 29.....	55 c per hour
Years 30 +	60 c per hour

Section 3. 12 Month Pay

Employees working less than a 12 month basis and who have completed their second school year of employment may elect to receive their wages paid on a 12 month basis. Persons utilizing the 12-month pay system will have their twenty-four pays adjusted each August 15th, December 15th and June 15th. The district reserves the right to limit this plan to employees who have stable hours and complete all paperwork on a timely basis. (example: An employee who starts employment 3-1-05 can start twelve (12) month pay beginning on 7-1-06.)

Section 4. Building Aide Differential

Building aide classification employees who work in a position, which is scheduled for 6.0 hours or more per day for 120 days or more school days each fiscal year shall receive a \$.05 pay differential for all hours worked during each day.

Section 5. Paraeducator Generalist Certification

Please see Appendix E Sidebar of this agreement.

Section 6. Training and Professional Conferences

If the district adds a training requirement to a person already in a position, the employee will be in pay status and will be reimbursed for applicable expenses for attending the training.

Attendance at training to meet the minimum qualification(s) of a position when the applicant/employee does not currently hold the position shall not require wage payment for the employee nor require any out of pocket expense for the employee but shall include meals and/or an expense stipend.

Section 7. Twelve Month Differential

Twelve month employees who work in a position, which is scheduled for 7.0 hours or more per day for 230 or more days each fiscal year, shall receive a \$.05 pay differential for all hours worked during each day.

ARTICLE XV - HOLIDAYS

All unit personnel working less than a twelve (12) month basis shall be paid for nine (9) holidays:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- President's Birthday
- Good Friday
- Memorial Day

All unit personnel working on a twelve (12) month basis shall be paid for eleven (11) holidays.

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
President's Birthday
Good Friday
Memorial Day

Should any of the above holidays fall on a Saturday or Sunday, the Friday preceding or Monday following shall be designated as the holiday.

Employees who perform no work on a holiday shall be paid eight (8) hours of their regular hourly rate of pay unless their regular work day is more or less than eight (8) hours, in which case the employee will receive their regular rate of hourly pay for the hours they regularly work. Employees who are required by their supervisor to work on a holiday will be paid, in addition to their holiday pay addressed in the sentence above, time and one half (1 1/2) their regular hourly rate of pay for all hours worked.

ARTICLE XVI - INSURANCE AND OTHER BENEFITS

Section 1. Life Insurance

1. Employees who work 12 months and 35 hours or more per week receive \$35,000 + ADD.
2. Employees who work less than 12 months and 35 hours or more per week receive \$30,000 + ADD.
3. Employees who work less than 12 months and 30 hours or more per week but not 35 hours or more per week receive \$25,000 + ADD.

Employees who qualify for life insurance under the above may elect to purchase additional life insurance under the terms and conditions of the policy.

Section 2. Health and Accident Insurance

Each qualified employee shall be covered by a health and major medical program. Insurance terms and conditions in existence as of 7-1-07 shall remain in effect unless mutually agreed upon by the district and the unit.

The monthly single premium for the employee shall be paid for the summer months regardless whether the employee has a paycheck or not. However, should the employee not have a paycheck and the employee has a payroll deduction for the health insurance family plan, such employee shall send to the Muscatine Community School District the premium for the months in which the individual does not receive a paycheck. Payment for continuing coverage of the family plan shall be paid by the 20th of each month.

The district shall contribute \$200 per month for those Secretarial-Clerical-Aide-Paraeducators employees entitled to receive individual insurance and who elect to take dependent coverage. If the cost of such dependent coverage increases, employees shall pay for such increase, but the Employer shall not lower benefit levels to maintain lower employee costs. Employees shall be informed of any insurance premium increases as soon as the District is informed.

The hourly requirement was raised from 20 to 30 hours during the 1974-75 year. The hourly requirement was raised from 30 to 35 hours per week July 1, 1994. The following provisions apply to health insurance.

1. Employment of 35 hours or more per week for any employee commencing work after July 1, 1994, to qualify for coverage.
2. Employment of 30 hours or more per week for any employee commencing work after July 1, 1975, to qualify for coverage.
3. Employees working a scheduled week of 20 or more hours prior to July 1, 1974, shall continue to be covered.
4. Should an employee qualifying for insurance be reduced in hours by management to less than:
 - 35 hours if employed after July 1, 1994
 - 30 hours if employed after July 1, 1975, but before June 30, 1994
 - 20 hours if employed prior to July 1, 1975said employee shall continue to have her/his insurance coverage for the next three (3) months.
5. Should an employee qualifying for insurance request and be granted a reduced work week to less than 35 or 30 hours respectively, insurance coverage shall be terminated at the end of the month that the individual begins working the shortened work week.

ARTICLE XVII - VACATION

Section 1. Allocation

All personnel working a twelve month basis shall have earned paid vacation based upon anniversary date of initial employment, as follows.

In the event that a 12 month employee has worked as a 9 month employee, all years of service shall be counted in determining the applicable vacation benefit.

5 days	Hire date (Prorated at date of hire to 7-1-XX.)
10 days	The next 7-1-XX though 4th anniversary
15 days	5th year of service through 12th anniversary
20 days	13th year of service through 19 th anniversary
25 days	20th year of service and any subsequent year

Jill Snow is hired November 5, 1999 and is issued 3.5 days of annual leave representing the 8 ½ months or 67% of the allotment for her first year on the job. On July 1, 2000 ,she will get ten days because she is starting her second fiscal year and so forth. On July 1, 2001, another ten days, on July 1 2002, another ten days. On 7-1-03 she will get 15 days of annual leave because she is beginning her 5th fiscal year.

Employees resigning their positions or laid off from their position during the anniversary year shall be entitled to use or be paid for the pro-rated number of days of vacation.

Section 2. Scheduling

Vacation time, in excess of one week, may be taken one day at a time. Vacations shall also be scheduled at a time when it is not necessary to provide another individual to cover the normal work load of the employee on vacation.

All vacation days must be used in the year earned. No vacation days shall be carried forward into the successive year.

No paid annual leave shall be granted during the last five working days preceding the first day of school.

ARTICLE XVIII - RESERVED

ARTICLE XIX - GENERAL PROVISIONS

Section 1. Classification Studies

The Employer shall inform the Union of any classification studies which may be conducted during the term of this agreement. Rates of pay established by the Employer as a result of such studies shall be subject to the grievance procedure.

Section 2. Early Release/Late Start Days-Weather Related

If schools are closed early due to weather conditions, then 9-month employees (other than special education bus aides) may leave after the students have been safely released to their parents/guardians and school busses. All other employees shall be dismissed when released by their building administrator.

If schools start late due to weather conditions, then 9-month employees (other than special education bus aides) shall only be required to report to work thirty (30) minutes prior to the late start time of their respective school. All other employees shall report to work at their regularly scheduled starting time.

Employees who are scheduled to work 5 ½ hours or more on a day during which weather related early closing and/or weather related late start day occurs shall suffer no loss of daily pay. Employees who are scheduled to work less than 5 ½ hours on a day during which a weather related early closing and/or weather related late start occurs shall be allowed to make up any loss of scheduled work hours.

Section 3. School closings

If a school day is cancelled for any reason, all less than 12-month employees shall make up the day, if it is made up, on the date set by the school board. All 12-month employees may use personal leave, annual leave, work or make other arrangements regarding this loss of work time with their immediate supervisor.

In cases of school closings employees shall be allowed to make up any loss of scheduled work hours.

Section 4. District scheduled early dismissals or late starts

The district shall have the right to establish these procedures. The district and the bargaining unit shall review the results of such procedures as to impact on the unit and determine during negotiations if the procedures shall be modified in whole or in part.

On district scheduled early dismissals or late starts all less than 12 month secretaries, all less than 12 month clerks and all 12-month employees will work their

normal hours. All other employees may choose to work their normal hours, use personal leave, take dock-time, or make other arrangements regarding this time with their immediate supervisor. Employees who elect the dock-time and are on 24 pays must turn in a dock slip to payroll.

Every Monday Early Dismissal

The district reserves the right to schedule an early dismissal every Monday, provided the Monday is not a holiday or non-contract day. The district requires all SCAP employees hired to perform instructional assistance or student supervision to sign up for either a “release from such hours list” or “wanting to work all such hours list” for all dates covered by such district scheduled early dismissals before the last working day of the school year. Employees may request a change within the first five days of each academic school year or within five days of hire if hired after the academic school year has begun. The district shall honor the requests and assign additional hours required at some buildings from excess staff hours available from other buildings.

The decrease in hours resulting from the district not requiring all aides to work will not be factored into the benefit qualification, paid leave or paid holiday. These benefits, leaves, and holidays are paid (as if) the employee works. Employees who have elected to be released from such hours and who utilize the 12-month pay system noted in Article XIV, Section 3, will submit a separate payroll timecard to be accommodated for their additional one hour pay when they utilize a leave of absence on Monday or when a holiday occurs on a Monday.”

Section 5. Paramentors’ Orientation

The district assumes no obligation to continue a program called paramentors however; the district has willingly done so and will probably continue to do so into the future. The district believes that in addition to its formal administrative orientation for new hires to this unit that the use of employees who have shown exceptional qualities should serve as mentors to our new hires. The district selects these paramentors at its sole discretion from a list of suggested names supplied to us by the unit’s leadership.

So long as the district operates a paramentor program it will expect new hires to meet with their designated paramentor. The district understands that up to twenty minutes (20) of the orientation and mentoring may include a union orientation. The district currently pays the paramentor a stipend of \$50 per new hire. The district expects the paramentor and new hire to spend four hours over the first ninety days with each other. It is understood that at times this orientation takes place before or after the normal work day but it may also take place over paid breaks and duty free lunch periods.

Section 6. Jackets.

Upon completion of the first full year and at the beginning of every 5th full year of continuous employment, employees working on District buses shall be furnished a jacket, selected at the sole discretion of the District, which shall become the property of the employee. When the District purchases additional jackets, they will offer these employees who qualify under this section the opportunity to purchase another jacket at the District's cost, and the employee shall make full payment for the jacket at the District cost, upon placing the order with the District.

APPENDIX C

MUSCATINE COMMUNITY SCHOOL DISTRICT

EMPLOYEE EVALUATION REPORT

Employee name: _____

Position: _____

Date: _____

Evaluator: _____

It is the intention of a performance appraisal to serve as a critical part of the on-going communication process between supervisor and employee. The appraisal form is designed to pinpoint strengths and weakness and to identify areas where performance can be improved for the benefit of both the employee and the district.

A prime focus of the performance appraisal is the job description, to make certain that all comments are job related.

NEEDS IMPROVEMENT Performance is below acceptable level and improvement is required.

**MEETS OR EXCEEDS
JOB REQUIREMENTS** Primary requirements and expectations for the position are met and job is being performed in an acceptable or exemplary manner.

INSTRUCTIONS

RATING INDIVIDUAL FACTORS:

- * Circle or enter NI or MR which corresponds to the performance rating given; NI is for Needs Improvement, MR is for Meets or Exceeds Requirements.
- * Consider each factor separately and carefully.
- * Give specific examples and explanations for each factor rated "Needs Improvement" or "Meets or Exceeds Expectations."

APPROVALS:

The immediate supervisor should sign and date the appraisal after the discussion with the Employee. (Please put contract language regarding evaluations here.)

SECTION A: WORK PERFORMANCE

- | | | | | |
|----|-----------|--|----|----|
| 1. | KNOWLEDGE | Understanding of fundamentals, skills, methods, and procedures required for the job. | NI | MR |
|----|-----------|--|----|----|

Comments and specific examples:

- | | | | | |
|----|----------|-----------------------------|----|----|
| 2. | PLANNING | Organizes work efficiently. | NI | MR |
|----|----------|-----------------------------|----|----|

Comments and specific examples:

- | | | | | |
|----|-----------|--|----|----|
| 3. | ACCURACY: | Frequency of mistakes and errors in job performance. | NI | MR |
|----|-----------|--|----|----|

Comments and specific examples:

- | | | | | |
|----|---------------|------------------------------------|----|----|
| 4. | THOUROUGHNESS | Attention to detail, completeness. | NI | MR |
|----|---------------|------------------------------------|----|----|

Comments and specific examples:

- | | | | | |
|----|---------|--------------------------|----|----|
| 5. | QUALITY | Overall quality of work. | NI | MR |
|----|---------|--------------------------|----|----|

Comments and specific examples:

SECTION B: FACTORS AFFECTING JOB PERFORMANCE

1. ADAPTABILITY: Conforms to instructions and policies NI MR

Comments and specific examples:

2. ATTENDANCE: Days absent, tardiness, break time. NI MR

Comments and specific examples:

3. COOPERATION: Demonstrates a willingness to work with students, employees, and the public regardless of race, gender, age, disability, sexual preference, gender identity, or other protected class status. NI MR

Comments and specific examples:

4. INITIATIVE: Ability to work independently and proceed in accordance with instructions and directions. NI MR

Comments and specific examples:

5. RELIABILITY: Dependable; maintains confidential. NI MR

Comments and specific examples:

6. ATTITUDE: Demonstrates a positive attitude towards the district, job responsibilities and working conditions. NI MR

Comments and specific examples:

ADDITIONAL:

EMPLOYEE COMMENTS:

OBJECTIVES FOR IMPROVING PERFORMANCE:

Employee's signature, acknowledging
that this communication has been received:

Employee's Signature

Date

Immediate Supervisor's Signature

Date

(By signing this form the employee does not necessarily agree or disagree with the contents of the review.)

APPENDIX C-1
Muscatine School District
Secretarial/Clerical/Aides/Paraeducators
Probationary/First Year Evaluation Report

Employee _____
Job Classification _____

Evaluator _____
Location _____

Area of Evaluation	Not Applicable	Needs Improvement	Acceptable	Above Average
1. Attendance				
A. Employee's daily attendance is				
B. Employee follows leave procedures				
C. Employee works on the "tough work days"				
D. Employee can be counted on to work				
2. Skills, talents & abilities				
A. Understands job expectations				
B. Accepts training and learns on the job				
C. Can perform all duties assigned				
3. Job performance				
A. Reads and understands the duty roster				
B. Works to perform the job requirements				
C. Understands and uses work orders				
D. Meets with supervisor to resolve problems				
E. Follows safety procedures				
F. Accepts responsibility				
G. Performs duties with a high level of skill				
H. Displays initiative				
I. Performs duties in a timely manner				
4. Working relationships				
A. Performs duties with a positive attitude				
B. Accepts criticism, direction &/or changes				
C. Is courteous to students, staff, supervisors and community members				
5. Public employer expectations				
A. Exercises good judgment				
B. Is dependable, reliable and honest				
C. Takes proper care of equipment				
D. Personal hygiene and appearance				
2. Comments and recommendations:				

Employee's Signature _____

Date _____

Evaluator's Signature _____

Date _____

The above signature confirms that the employee has received this evaluation it does not necessarily imply agreement.

APPENDIX D
Waivers of Testing
Revised 7-1-01 & 7-1-03

By virtue of the fact that all new employees of the Secretarial/ Clerical / Aide/ Paraeducator unit have passed the standardized examination before they are hired the following waivers apply to other employees of the Secretarial/ Clerical/Aide/Paraeducator unit. The following shall have their standardized testing requirement waived when and if they apply for such new positions.

Clerks when and if they apply for secretarial positions. Secretaries when and if they apply for clerk positions.

Special education aides when they apply for hearing interpreter positions, building aide positions or media aide positions.

Hearing interpreters when they apply for special education aide or building aide positions or media aide positions.

Media aides when they apply for hearing interpreter positions, special education aide positions or building aide positions.

Secretarial/Clerical/Aide/Paraeducator unit employees who have earned an Associate or Bachelor of Arts/Science Degree may have the test waived.

Persons who took the initial test for reading aides in February of 1996 are waived by virtue of having passed the test.

Secretarial/Clerical/Aide/Paraeducator unit employees who have two (2) years of successful service in a previously held position, e.g. a secretary that formerly served as a building aide or special education aide could return to their former classification without taking the test.

In summary, testing may be waived for transfer between many Secretarial/Clerical/ Aide /Paraeducator unit classifications, however, other minimum qualifications may exist.

Persons who have three (3) or more years of service in the Secretarial/Clerical/ Aide/ Paraeducator unit who desire to transfer (and are not exempt by one of the waivers above) must take the test. If they fail to pass they are deemed as not meeting the minimum qualifications for the position. The employee may then decline transfer or accept a trial period in the position. The trial period may include job expectations that include academic standards, e.g. Reading Aides must be able to read at an appropriately high level. Once the trial period has been requested the person is treated as any other candidate in a trial.

APPENDIX E

Paraeducator Generalist Certification

Employees in this unit who hold a valid Paraeducator Generalist Certificate issued by the state of Iowa shall receive \$.32 per hour in addition to their hourly rate.

In the event that any employee of the Muscatine Community School District obtains a State of Iowa Department of Education Paraeducator Specialist or Advanced certificate, the district and the union shall convene negotiations, pursuant to Article IV Section 2 to establish the correct rate of pay for the certificate(s).

APPENDIX F

Iowa Substitute Authorization

Unless prohibited by federal or state law, qualified employees who serve as a substitute teacher shall receive the district's substitute teacher's rate. Employees who assume substitute teacher duties will be granted leave time from their regular duties and said leave shall not detrimentally impact entitlement to fringe benefits under this collective bargaining agreement. Further, serving as a substitute teacher, per se, shall not be grounds for adverse action(s) in relation to attendance. Bargaining unit employees who serve as substitute teachers shall remain members of this bargaining unit and shall have return rights to their regular position.

If the district elects to use a qualified (Certified Paraeducator Generalist with Iowa Substitute Authorization or a person with BA/BS degree and Iowa Substitute Authorization) bargaining unit member then, per Iowa Administrative Code 282-14.143, the district will only use qualified bargaining unit members to substitute only in the special education classrooms in which the employee is employed at the elementary, middle school, or high school level. The district will first offer the opportunity to qualified members within the classroom on a rotating seniority basis.

Employees acting in a substitute teacher capacity shall not exceed 45 working days per instance, or the limit allowed by law, whichever is less.

Further, persons so qualified may be allowed to perform these duties on a per period basis at the building in which they work. The SCAP employees will dock themselves one hour of SCAP pay and in return provide the one-hour of service as a sub teacher and the school district will remunerate them at the rate established for a substitute teacher broken into an hourly rate.

APPENDIX G

As of 7-1-07, the obligations of this appendix have been satisfied by the district and this appendix is retained for historical purposes only.

Confidential Employees

1. Current confidential employees with the exception of Director of Resources Secretary will be offered the opportunity to become a part of the bargaining unit. Employees shall retain District hire date. This request shall be submitted in writing to the Director of Human Resources before July 1, 1995.

Wages will be grandfathered and they shall receive the same percentage wage increase as reflected in Article X. Any other benefits not specifically provided by this contract shall be forfeited upon entering bargaining unit.

2. As these five confidential positions open they will be posted as bargaining unit positions.

APPENDIX H

Paraeducator Specialist Endorsement

Any SCAP unit member that takes and receives a Paraeducator Specialist Endorsement to their Paraeducator Generalist Certificate in any area of concentration will receive a differential of \$.15 per hour in FY-05 and thereafter in addition to their wage on the pay scale plus any differential wage(s).

Areas of concentration are: Special Needs, Media and Technology, Early Childhood, Transition and ESL/Bilingual. Both parties agree that this agreement would include any area(s) the state would add in the future.

Multiple Specialist endorsements will be treated as one endorsement for differential wage purposes. That is a person holding a Special Needs endorsement that completes a second endorsement in Early Childhood would still only receive one differential.

Persons who are hired or transfer into a job that as a condition of employment requires Muscatine Management System (MMS) training would be required to take only the thirty hours currently designated to MMS in the Area IX training syllabus. By so doing the individual would fulfill the minimum qualifications for the position in Muscatine but would not meet the state requirements for the specialist endorsement. They would not receive the differential pay but they would still receive the stipend currently designated by practice.

Persons should be aware that to achieve the Specialist Endorsement in Special Needs the person is required to attend the entire specialist class even if they may have taken the portion of the class that is known locally as MMS at some earlier date.

The district acknowledges that taking the MMS class formerly known, as Dubuque Management System (DMS) will satisfy the training requirement for special education aides.

The person who accepts a position as a special education aide in this district shall either have taken the DMS or MMS training prior to accepting the position or must take it the next time it is offered. If they do not, they no longer meet the minimum qualification of the job. Earning the Special Needs endorsement also meets the minimum qualification.

To receive the specialist wage differential the employee must be able to show a reasonable correlation of job duties to the training received in the course. For example; the special needs class would be tied to almost any position that provides instructional assistance, it would normally exclude clerks and secretaries while the ESL/bilingual class could certainly be tied to clerks and secretaries as well as those performing classroom instructional assistance. The Human Resource Director ultimately must decide if there

are disagreements. The same process will be used for resolving differences as is used in the ten-day trial.

APPENDIX I

State Imposed Changes to the Conditions of Employment

In the event the state of Iowa implements new testing or certification requirements for the Hearing Interpreters or any other requirement affecting the employment of a member of this unit, the district and the union shall convene negotiations for the purposes of discussing the terms and conditions of employment related to those requirements.

In the event the parties cannot mutually agree the matter will be submitted to interest arbitration procedure pursuant to Article IV Section 2.

Licensed Interpreter for the Hearing Impaired

Effective July 1, 2007 and thereafter employees in this unit who hold a valid License as an Interpreter for the Hearing Impaired issued by the state of Iowa shall receive \$5.00 per hour in addition to their hourly rate. This pay differential shall not be costed against the unit or those getting the license.

APPENDIX J

Effective July 1, 2011, MCSD will reclassify the six early childhood general education positions that work in integrated ECSE early childhood classrooms to special education positions. Such reclassification will move these positions to Paygrade 4 on the Article XIV SCAP wage scale. This decision is based on the unique nature of these integrated programs and the very large proportion of these position's duties that involve servicing special education students on a daily basis. Such decision shall be non-precedent setting for purposes of future negotiations between the parties involving other SCAP positions. MCSD reserves the sole and exclusive right to reclassify these positions to their original classifications at any time that MCSD makes changes to the above programs which alter the duties, workload, or responsibilities of the positions described above. MCSD also reserves the right to make changes to the above noted arrangement involving these six positions in the event changes are made to the rules and laws that govern the funding and operation of these programs which makes the above classification changes impracticable. The District will notify the SCAP bargaining unit if it determines the need to change the classification of these six positions and will not make such changes until after discussing the reasons for the changes with the bargaining unit.

PART III

Unique Provisions of the Comprehensive Agreement

Food & Nutrition Workers

ARTICLE XI - LAYOFFS

Section 1. Order of Layoff

Layoff brought about through a reduction of work shall be a combination of seniority, classification, and skills required by the Employer.

Section 2. Recall

For two (2) years from the last day worked, employees shall be recalled according to their seniority. No new employees shall be hired until all employees on layoff status desiring to return to work and meeting the minimum qualifications for the opening have been recalled. In the event that a laid off employee declines recall to a position within the same classification with the same or greater hours than the position from which laid off, the laid off employee shall terminate recall rights.

Section 3. Bumping

When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise seniority rights to "bump" the least senior employee in the same classification in lieu of layoff.

ARTICLE XII – BIDDING OR TRANSFER PROCEDURES

Section 1. Bidding

Whenever a job opening occurs, other than a temporary opening as defined below, in any existing job classification or as the result of the development of a new job classification, a notice of such opening shall be posted on all bulletin boards for five (5) working days. The notice shall include rate of pay, work schedule, location, job title, closing date, lifting requirements, and minimum qualifications required for the job.

During this period, employees who wish to apply for the opening, including employees on layoff, may do so. The application shall be in writing and shall be submitted to the person designated on the posting. The Employer shall fill the opening by selecting from

among the applicants the employee with the longest continuous service, provided they meet the minimum qualifications for the posting.

Temporary job openings are defined, as job vacancies that may periodically develop in any job classification that do not exceed thirty- (30) working days. The district shall decide to cover the duties in one of three ways:

- A. The district may decide to use the “internal assignment of hours process” found in Article VIII Section 11 to fill the position. If this is the case the employee shall be paid the appropriate job grade and experience step for the job on the first date and for all time.
- B. The district may make an immediate appointment. An employee may be asked or may volunteer for an interim appointment. The interim appointment neither guarantees nor eliminates the employee from consideration as a permanent appointment. Employees filling interim appointments in a position shall be paid the appropriate job grade and experience step on the first date and for all time.
- C. The district may choose to fill the job with a substitute to save monies.

To be considered for the higher pay rate the person(s) must perform the majority of those duties and must work the appropriate start and end times associated with the position, pass the district’s standardized test and complete food and nutrition certification requirements. [Except for those employed prior to 7-1-79 who have been “grandmothered” under previous agreements.]

Section 2. Testing

In order for an employee to qualify for any position that they do not now hold they may be required to take a test. (Moving from a Food Worker I or II at school "A" to school "B" is not a change in position. Attempting to move from a Food Worker I or II to a Food Worker III or to a Baker, Cook, or Head Cook would be a change in positions.)

The tests shall be given periodically throughout the year; no less than twice. When an opening exists the District shall select from those persons who have qualified for the position through testing. The District reserves the right to specifically test for a specific opening. The District shall not hold a test that gives an unfair advantage to any specific applicant.

A Food Worker I who is certified and has two consecutive years of satisfactory service may advance to a Food Worker II without passing the test.

Effective 7-01-09, the District shall no longer require Food Worker I employees to take the 12th grade equivalency test.

Section 3. Temporary Appointments

When an employee is on an approved leave of greater than thirty days the district may use the internal assignment of hours process found in Article VIII Section 11 to fill the position or may make an immediate appointment. In either case the employee filling the position shall be paid the appropriate job grade and experience step on the first date and for all time provided the person performs the majority of duties and works the appropriate start and end times associated with the position.

A former employee with ten (10) or more years of service who returns to work shall be paid at the hourly rate of the job they fill at the 3rd Step. It is the responsibility of the employee to notify payroll of this prior service.

Section 4 - Trial Period

When the employer believes that the most senior applicant does not meet the minimum qualifications for the open position, the employee is given the opportunity to decline transfer or accept a trial period in the position. When the employee is unsure of whether or not they can perform the job, they may request a trial period, but only if the move involves a change of classification or involves a change in building level (i.e. elementary to middle, middle to high, elementary to high, and the converse of each). The trial period shall be ten working days. The trial period commences the first day the employee is in the position, unless the district provides written notice to the unit of the need for it to start on a different day. The trial period, if elected, shall consist of the following:

Day One (1): Employee, union representative, immediate supervisor, principal and/or administrator shall go over minimum job qualifications for the position and a set of specific expectations. The employee shall receive a formal observation in the new assignment at least once within the first five (5) days of employment and at least once during the final five (5) day period.

Day five (5): Employee, union representative, immediate supervisor, principal and/or administrator shall meet for approximately fifteen (15) minutes. This group shall discuss progress with the employee and provide a written summary of suggestions for improvement. Employee and immediate supervisor shall sign the summary and both retain a copy. Employee signing does not imply agreement, but that the summary was discussed by the parties.

Day ten (10): Supervisor shall meet with the employee and union representative (unless the employee does not desire union representation) for final trial period review and will

deem whether the employee meets minimum qualifications for position. In the event district deems the employee was unable to meet minimum qualifications, the supervisor shall establish in writing the minimum qualifications not met and rationalization for such accusations. Employee will have twenty-four (24) hours to decide to return to the previous position or to schedule a hearing. In the event the hearing option is elected, then a hearing shall be promptly scheduled. It may include the production center manager, the food and nutrition supervisor, the principal, the employee a co-worker and the unit representative. The Director of Human Resources will coordinate the meeting, but the hearing will include no more than three (3) representatives from unit and three (3) representatives from the District. Members attending shall discuss the affected employee's abilities to meet minimum qualifications for the position. All parties are bound by the final decision of the Director of Human Resources.

At any time during the trial period, supervisor can deem the employee qualified or the employee can request to return to previous position. During the trial period the wage rate is set at the posted wage rate appropriate to the person holding the position.

ARTICLE XIII – HOURS OF WORK AND OVERTIME

Section 1. Work Day

The Food and Nutrition Supervisor and/or employee's supervisor shall establish the normal work day within the total yearly hours projected for the position.

A full-time employee shall normally be scheduled to work at least seven (7) hours a day. The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period. Seven (7) consecutive hours of work, or more, shall constitute a work shift for full-time employees. Employees who normally are scheduled to work less than thirty-five (35) hours per week are considered part-time employees.

Section 2. Work Week

The work week shall begin at 12:01 a.m. Sunday and end at 12:00 p.m. Saturday.

Section 3. Lunch Period

Breakfast and/or lunch is provided to the employees of the program, at no charge, from the student menu for the day. Individuals working less than three (3) hours per day are encouraged to arrive either fifteen (15) minutes before the start of their shift or remain after their shift according to the schedule. Employees scheduled for three (3) hours or more shall have a fifteen (15) minute paid, duty free lunch period as part of their schedule.

Section 4. Overtime

Overtime shall be paid, at the rate of time and one-half, for all hours worked over forty (40) hours per week in pay status.

Section 5. Rest Periods

Individuals working a six (6) to eight (8) hour day will be entitled to one (1) ten (10) minute break every three (3) hours, or one (1) twenty (20) minute break. The break time will be scheduled by the immediate supervisor; such times include smoke breaks.

Section 6. Posting Schedules

Shifts, work days, and hours shall be posted on all bulletin boards at all times.

Section 7. Call Ins

When deemed necessary by the Food and Nutrition Supervisor or designee, all employees providing the services of a call-in shall be paid their regular wage rate and shall be paid a minimum of two (2) hours exclusive of breakfast time work. Persons required to be at work before 7:15 a.m. who report to work on snow cancellation days shall receive two (2) hours pay at their regular rate.

Section 8. Summer Work

Part-time employees must complete their normal contract year in their normal job. If additional positions open up after their contract year or if personnel are needed to fill in for absent food workers, the part-time employees will be given first opportunity to fill the jobs in seniority order. If a part-time employee refuses a position she/he will not again be asked to work available positions until all other part-time employees who are not yet working have been asked to work. If the District errs in the application of this provision, it shall not give rise to any liability. This provision shall not apply to the ICC, JTPA, or other similar training programs.

Seniority in the summer program is based upon positions held in the summer program during 1992. Employees and management shall review the list of current employees and positions held from that period and arrive at a seniority list. Job positions within the summer program shall be filled from such a list. If an employee declines a position, or does not work 85% of the time of such a position then they lose their summer school seniority.

If the summer program runs all summer with just a few days off at the start and a few days before school resumes in the Fall, the employees should be able to take up to two (2) weeks' vacation, without pay. They can do this by putting in a written request to the

management. But, if there is three (3) weeks before school begins you shall work 85% of the time.

The employees shall be notified when the program begins and ends by April 30th.

Employees who have worked for the summer program for five (5) years may be granted, with a written request at the discretion of the management, an unpaid leave of absence without losing seniority.

Subs do not have a seniority date.

The additional hours received under this section shall not qualify the employee for full-time benefits due to the brevity of the positions.

Persons that we employ part-time during the summer to perform work must be employees of this unit during the school year preceding this work.

Employees working the Food & Nutrition Summer Program shall be paid according to their placement on the regular wage scale.

Section 9. Catering Services and Other Sub-Contracts

The District shall attempt to plan its working schedules in a manner that includes sufficient time to perform catering services and other sub-contracted work in the regularly scheduled workday. Such work is considered part of the regular workday assignment.

When such catering services and other sub-contracted work involves additional time requirements, on the basis of time studies, the supervisor and food and nutrition supervisor shall assign such additional time to the specific employees whose skills are required. Pay for such work shall be at the employee's regular rate, provided the total time worked is less than forty-(40) hours per week.

If such catering services and other sub-contracted work take place outside the normal 7:00 a.m. to 3:00 p.m. time period such assignments shall be non-mandatory. The hours worked outside the normal shift shall be at the established straight hourly rate unless they cause the employee to exceed forty-(40) hours per week.

Persons providing such catering services outside the normal 7:00 a.m. to 3:00 p.m. shift shall be paid for a minimum of two-(2) hours.

The additional hours received under this section will not typically qualify the employee for full-time benefits due to the brevity of the additional assignments. Should such

additional assignments continue beyond ninety (90) days then full-time benefits may be due to the employee.

Section 10. Assignments and Calendar of Work

During May of each year, the Employer will post a calendar for the following year, which may be revised, and an assignment chart showing working days per month and hours per day, which may be revised also.

Section 11. Internal Assignments of Hours

When the hours for a building have been established and employee(s) absence(s) require the replacement of such time, the manager shall assign such time on the basis of seniority within the building. Then after allowing all building personnel the opportunity to take the additional time, a sub may be called to take any remaining time, which is required. The manager in charge of the facility shall arrange all subs.

The normal practice of filling internal time requirements within a production facility shall be as follows based upon a good faith effort by production center managers and the Food and Nutrition Supervisor:

- a) All employees at a building shall have the right to sign up and be eligible for additional time on a daily rotation basis as required by the facility to fill in for absent employees. If an employee declines such time, for any reason, the next person on the list is asked in rotation by class and by seniority as described.
- b) When the manager is absent the head cook shall become the manager, the senior most cook becomes the head cook while the remaining assignments are filled first by job class and when there are more than one person in a job class then by seniority within the job class.
- c) When the head cook is absent the senior most cook shall become the head cook, the next senior most cook or food worker II becomes the cook or baker while the remaining assignments are filled first by job class and when there are more than one person in a job class then by seniority within the job class.
- d) When a cook or baker is absent the senior most cook takes over what duties can be assignable, the next senior most cook or food worker II becomes the cook while the remaining assignments are filled first by job class and when there are more than one person in a job class then by seniority within the job class.

- e) Subs should be granted hours only after internal building personnel have filled the time that is assignable or declined such time with the exception of circumstances when there is a specific need for additional hands such as on the serving line.
- f) When the manager is made aware of other absences they shall consult with the Food and Nutrition Supervisor, if necessary, to determine if such time will be replaced.

The normal practice of filling internal time requirements within an elementary facility shall be as follows based upon a good faith effort by production center managers and the Food and Nutrition Supervisor:

- a) When a food worker III is absent from an elementary building a food worker II becomes the food worker III.

Section 12. Chain of Command

In the Food & Nutrition Department it is our goal to create and maintain a healthy work environment. It is important and vital that our staff members feel comfortable communicating with the management staff. When the employee has a concern and/or improvement suggestion regarding the workplace (including but not limited to job duties, hours, equipment, menu planning, training, etc.) the employee should first discuss the issue with their FN Manager. If the issue is not resolved satisfactorily by the FN Manager, the employee may discuss the issue with the FN Supervisor.

ARTICLE XIV - WAGES AND FRINGE BENEFITS
Section 1. Wages - July 1, 2011 to June 30, 2012

Effective 7-1-01 you must be certified as determined by the school district to hold any position above food worker I, FW I employees shall not be required to hold SNA certification. Head delivery or sub delivery must adhere to sanitation rules. Effective 7-1-05, upon completion of the ninety 90 day probationary period, you must become a member of the School Nutrition Association (SNA), formerly ASFSA.

We display the sub rate only as a courtesy and the unit does not represent sub workers.

Jobs by Job Grade

1. Head Cooks
2. Cooks, Bakers, Head Cashiers & Delivery
3. Satellite Lead Workers (Food Worker III) and Sub-Delivery
4. Food Worker II
5. Food Worker I
6. Head Delivery/Warehouse
- * 7. Sub

Certified Rates 2014-15

0.39

		Delivery	Sub			Sub-\$8.50
		Cooks	Delivery	Cashiers		
		Bakers	Food	Food	Food	Head
		Head	Worker	Worker	Worker	Delivery/
Year	Head Cooks	Cashiers	III	II	I	Warehouse
Hire	12.44	10.57	9.53	9.24	9.21	15.06
2	12.55	10.67	9.78	9.32	9.27	15.34
3	12.67	10.77	10.03	9.57	9.52	15.39
4	12.79	10.97	10.28	9.82	9.57	15.48
5	12.90	11.07	10.53	10.07	9.97	15.60
6	13.02	11.17	10.78	10.42	10.17	16.01
7	13.14	11.32	11.03	10.64	10.47	16.08
8	13.27	11.52	11.23	10.87	10.67	16.17
9	13.39	11.77	11.48	11.17	10.92	16.23
10	13.61	11.97	11.58	11.29	11.02	16.29
12	13.78	12.57	11.88	11.47	11.27	16.46
13	13.83	12.89	12.16	11.57	11.42	
14	13.87	12.97	12.21	11.67	11.47	
15	13.92	13.07	12.41	11.72	11.52	
16	13.97	13.12	12.46	11.77	11.57	
17	14.02	13.17	12.51	11.92	11.72	
18	14.07	13.22	12.56	11.97	11.77	
19	14.12	13.27	12.61	12.02	11.82	
20	14.17	13.32	12.66	12.07	11.87	
21	14.22	13.37	12.71	12.12	11.92	
22	14.27	13.42	12.76	12.17	11.97	
23	14.32	13.47	12.81	12.22	12.02	
24	14.37	13.52	12.86	12.27	12.07	
25	14.42	13.57	12.91	12.32	12.12	

Section 2. Longevity

Additional compensation will be paid to an employee based upon years of service in the Food and Nutrition Program at the following rates:

- 10 to 12 years of service.....@ 15 cents in FY-03
- 13 to 14 years of service.....@ 20 cents in FY-03
- 15 to 17 years of service.....@ 25 cents in FY-03
- 18 to 19 years of service.....@ 30 cents in FY-03
- 20 to 21 years of service.....@ 35 cents in FY-03
- 22 to 23 years of service.....@ 40 cents in FY-03
- 24 to 25 years of service.....@ 45 cents in FY-03
- 26 plus years of service.....@ 50 cents in FY-03

Section 4. 12 Month Pay

Employees working less than a 12-month basis and who have completed their second school year of employment may elect to receive their wages paid on a 12- month basis. Persons utilizing the 12-month pay system will have their twenty-four pays adjusted each August 15th, December 15th and June 15th. The district reserves the right to limit this service to employees who have stable hours and complete all paperwork on a timely basis. (Example: An employee who starts employment 3/1/05 can start twelve (12) month pay 7-1-06.)

Section 5. Substitutes

Substitutes shall be paid at the food worker sub rate and shall be paid a minimum of two (2) hours.

Persons who serve, as sub delivery drivers shall be paid at the Sub-Delivery pay rate on the salary schedule. After 200 hours of work as a sub-delivery driver they will get an additional \$.25 per hour adjustment to their pay. It is the responsibility of the employee to inform the district when this amount of time has been accumulated.

Section 6. Inservice

If the Superintendent, or designee, requests an employee to attend a seminar in writing, the employee will be in pay status and will be reimbursed for applicable expenses for attending the seminar. Employees are to be paid for all time required to be present at mandatory inservice.

The district will provide fees for the costs involved for tuition and materials for the required classes related to becoming and maintaining membership and certification

through the School Nutrition Association (SNA), formerly ASFSA, upon completion of a 90 day probation period and the prior approval of the Food and Nutrition Supervisor.

An employee that desires to take any of these classes prior to completing their 90 day probationary period may pay for their tuition and materials. Upon completion of the 90 day probationary period, they may be reimbursed with proper receipts.

The Food & Nutrition Supervisor will notify employees of class schedules and registration information. It is the employee's responsibility to register and notify the Food & Nutrition Supervisor that they have done so.

The district may choose to allow employees to attend conferences or seminars using these monies, as well.

Effective 7-1-05, the district will pay School Nutrition Association (SNA), formerly ASFSA, membership and certification fees on a monthly basis for employees that have completed their 90 day probationary period and certification requirements. Membership and certification applications must be processed and mailed by the Food & Nutrition Supervisor for proper recordkeeping.

Section 7. Employment Practice

- A. New employees shall be paid the starting hourly rates indicated for each classification.
- B. At the beginning of each year of employment, the employee shall be moved to the next step of the appropriate classification.

Section 8. Mileage

Employees who use their own vehicles at District request for delivery of goods or services shall be reimbursed mileage at the District rate. Use of personal vehicles to transport District goods or services shall be voluntary.

Section 9. Uniform and Shoe Allowance

Food service employees shall be reimbursed \$110 per year effective 7-1-12 and thereafter for shoes, uniforms or aprons. This is to include kitchen staff coordination and marketing cafeteria shirts, which will require a prior approval by the Food Services Supervisor. {Van drivers may be reimbursed at similar amounts for jackets, coats, shoes or slacks worn while performing their duties.}

An employee may receive reimbursement under this section once per year, with receipts dated 7/1 through 6/30. To receive such compensation the employee shall provide a dated descriptive receipt. Such items must meet the food worker's "dress

code". Employees are also encouraged to purchase such items through the district in-group purchases.

ARTICLE XV - HOLIDAYS

All personnel except substitutes shall be paid for seven holidays:

- Labor Day
- Thanksgiving Day
- Christmas Day
- President's Day
- Good Friday
- Memorial Day
- New Year's Day

ARTICLE XVI – INSURANCE AND OTHER BENEFITS

Section 1. Life Insurance

Employees who work more than thirty-five (35) hours per week or lead satellite workers III or head cashiers shall receive a term life insurance policy of \$15,000 A.D.D.

Employees who qualify for life insurance under the above may elect to purchase additional insurance under the terms and conditions of the policy.

Section 2. Health and Accident Insurance

Each qualified employee shall be covered by a health and major medical program. Insurance terms and conditions in existence as of 7-1-07 shall remain in effect unless mutually agreed upon by the district and the unit.

The monthly single premium for the employee shall be paid for the summer months regardless whether the employee has a paycheck or not. However, should the employee not have a paycheck and the employee has a payroll deduction for the health insurance family plan, such employee shall send to the Muscatine Community School District the premium for the months in which the individual does not receive a paycheck. Payment for continuing coverage of the family plan shall be paid by the 20th of each month.

The district shall contribute \$200 per month in FY-08 and beyond for those Food & Nutrition Workers entitled to receive individual insurance and who elect to take dependent coverage. If the cost of such dependent coverage increases, employees shall pay for such increase, but the Employer shall not lower benefit levels to maintain lower employee costs. Employees shall be informed of any insurance premium increases as soon as the District is informed.

The hourly requirement was raised from twenty (20) to thirty (30) hours during the 1974-75 year. The hourly requirement was raised from thirty (30) to thirty-five (35) hours effective July 1, 1994. The following provisions apply to health insurance:

1. Employment of thirty-five (35) hours or more per week for any employee commencing work after July 1, 1994, to qualify for coverage.
2. Employment of thirty (30) hours or more per week for any employee commencing work after July 1, 1975, but before June 30, 1994, to qualify for coverage.
3. Employees working a scheduled week of twenty (20) or more hours prior to July 1, 1974, shall continue to be covered.
4. Should an employee qualifying for insurance be reduced in hours by management to less than:
 - Thirty-five (35) hours if employed after July 1, 1994
 - Thirty (30) hours if employed after July 1, 1975 but before June 30, 1994
 - Twenty (20) hours if employed prior to July 1, 1975

said employee shall continue to have her/his insurance coverage for three (3) months.

5. Should an employee qualifying for insurance request and be granted a reduced work week to less than thirty-five (35) or thirty (30) hours respectively, insurance coverage shall be terminated at the end of the month that the individual begins working the shortened work week.
6. Each employee who qualifies for health insurance and takes health insurance rather than opting-out shall be entitled to enroll in the district's dental plan at no cost for single coverage. The plan is detailed in the Uniform Insurance Benefit Plan language.

Section 3. Use of district phones

Employees have the right to use district phones before or after their shifts as well as during their breaks for personal or unit business, provided the calls are local and they are not interrupting another employee's duty time.

Section 4. Dental Insurance

The district shall purchase individual employee dental insurance for individuals working 35 hours or more per week and for lead satellite workers. Dependent coverage shall be available at employee expense in accordance with the carrier's participation guidelines. The plan shall be as negotiated and implemented 7-1-07.

ARTICLE XVII RESERVED
ARTICLE XVIII RESERVED

ARTICLE XIX - GENERAL PROVISIONS

Section 1. Classification Studies

The Employer shall inform the Union of any classification studies which may be conducted during the term of this Agreement. Rates of pay established by the Employer as a result of such studies shall be subject to the grievance procedure.

Section 2. Employee Job Description and List of Duties

The employees, managers, Food & Nutrition Supervisor and Director of Human Resources shall develop and periodically update each position's job requirements analysis, which is ultimately approved by the Director of Human Resources. This job requirements analysis is the bases of a position and in turn an employee's placement in a pay grade. Copies of all of this unit's job requirements analysis are available upon request and should generally be posted at each site.

Failure to perform the duties as outlined in one's job requirements analysis shall be grounds for downgrading of one's pay grade, discipline and ultimately termination.

The employees, manager and Food & Nutrition Supervisor shall develop and periodically update each employee's list of day-to-day duties or assignments. The list of such day-to-day duties must be made on the basis of the approved job requirements analysis and individual employee's pay grade. Such lists of duties shall be posted.

Each and every employee shall have the right to file a grievance on the basis of being assigned duties not appropriate to their pay grade on a routine basis. Employees shall have the right to file a grievance on the basis of a co-worker not performing their assigned duties, which would make their pay grade inappropriate.

Section 3. Responsibility for Students

No food service employee shall be expected to maintain student discipline or oversee students as a regular part of their job description.

Section 4. Employee Physicals

Prior to initial employment, the employee is to provide evidence of physical fitness on a form provided by the Employer (paid by the Employer). The employees shall be reimbursed up to \$90.00 in FY-08 and thereafter. Should the Employer desire a more detailed physical, it will be paid by the Employer.

Section 5. Certification Standards

The District shall publish a list of classes, courses and or certification that each employee should have to meet the standards for each job and pay grade. The District shall require all employees to show proof of certification. Typically this will be no later than September 15th and April 15th of each year.

Certified hourly rates are only for employees who are "certified" and remain certified. Employees, other than delivery drivers, cannot hold any position unless and until they are certified with the exception of Food & Nutrition Worker I. Employees who allow their certification to lapse lose 10% of their pay effective the date of their certification lapsing. They lose their position, without benefit of a grievance, if they do not renew within 90 calendar days. They do not lose their seniority date and are eligible to post into jobs not requiring certification at the non-certified rates. Employees who started with the District on or before 7-1-79 are "grandmothered" and although they are not required to renew, to remain employed in their positions, they are encouraged to do so.

Any current employee, with the exception of those hired before 7-1-79, not certified by the effective date of this contract, i.e., 7-1-97 shall not be eligible for employment under this contract in any capacity except Food & Nutrition Worker I, head delivery, delivery and sub-delivery. The rates they shall be paid are reduced by 10% from the certified rates. It is the employee's responsibility to show proof of certification.

Section 6. Capacity to Perform

Weight lifting requirements shall be established by position. Such requirements shall be reasonably established. All job postings shall include a statement that establishes weight requirements for the position.

The District requires that any employee who holds or applies for a position that by its very nature or location require lifting and or moving tables, food or raw product to certify that they are capable of performing such duties. Those who seek exemption from such duties must provide the Employer with a signed statement from a medical doctor that specifies the exact nature of the exemption and the period of time the exemption is required.

The District reserves the right, due to limited personnel at a site, to restrict some positions to those capable of performing all of the duties.

Section 7. Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether local Union representatives, District

council representatives, or international representatives, may have access to the premises of the Employer at reasonable times to conduct Union business after securing the approval of the Superintendent. The visit shall not disrupt normal work operations.

Section 8– Health and Safety Rules

Appropriate safety rules shall be permanently posted in each building which shall include but not be limited to job safety, accident reports, and workmanship.

Section 9 – Work Rules

Employees shall be provided with an employee handbook containing work rules, policies, and procedures applicable to bargaining unit employees.

APPENDIX C
Muscatine School District
Food & Nutrition Workers Evaluation Report

Employee _____ Evaluator _____

Job Classification _____ Location _____

Please circle which type of evaluation: Probationary, 10-day Trial, or Annual

Area of Evaluation	Not Applicable	Needs Improvement	Acceptable	Above Average
1. Attendance				
A. Employee's daily attendance is				
B. Employee follows leave procedures				
C. Employee works on the "tough work days"				
D. Employee can be counted on to work				
2. Skills, talents & abilities				
A. Understands job expectations				
B. Accepts training and learns on the job				
C. Can perform all duties assigned				
3. Job performance				
A. Reads and understands the duty roster				
B. Works to perform the job requirements				
C. Understands and uses work orders				
D. Meets with supervisor to resolve problems				
E. Follows safety procedures				
F. Accepts responsibility				
G. Performs duties with a high level of skill				
H. Displays initiative				
I. Performs duties in a timely manner				
4. Working relationships				
A. Performs duties with a positive attitude				
B. Accepts criticism, direction &/or changes				
C. Demonstrates a willingness to work with students, employees, and the public regardless of race, gender, age, disability, sexual preference, gender identity, or other protected class status.				
5. Public employer expectations				
A. Exercises good judgment				
B. Is dependable, reliable and honest				
C. Takes proper care of equipment				
D. Personal hygiene and appearance				
6. Comments and recommendations:				

Employee's Signature _____

Date _____

Evaluator's Signature _____

Date _____

The above signature confirms that the employee has received this evaluation it does not necessarily imply agreement.

APPENDIX D

MCS D agrees to the following with the FNW bargaining unit regarding savings from insurance coverage for the positions of Head Cashier and Lead Satellite Worker (FNW III). Pursuant to this appendix, MCS D agrees that these positions will receive district provided and paid for health insurance, life insurance, and dental insurance benefits, provided, however, that in the event that a current employee (as of the date of this agreement) who holds a Head Cashier or Lead Satellite Worker (FNW III) position leaves District employment or assumes a non-insurance-benefit entitled position with the District as of the 2011-12 school year or thereafter, the replacement employee (if any) in that Head Cashier or Lead Satellite Worker (FNW III) position shall not receive the health/dental/life insurance package unless the position is for 35 hours or more per week, or unless otherwise required by law. Such condition will be posted prominently on the vacancy notice for the replacement employee (if the position is replaced). In the event that another Head Cashier or Lead Satellite Worker (FNW III) who already receives the health/dental/life insurance package bids upon a vacant Head Cashier or Lead Satellite Worker (FNW III) position, they shall retain the health/dental/life insurance package. The FNW bargaining unit shall thereafter receive the full value of that employee's health/dental/life insurance package as additional available negotiations monies, separate from any "New Money" share that the bargaining unit is to receive.