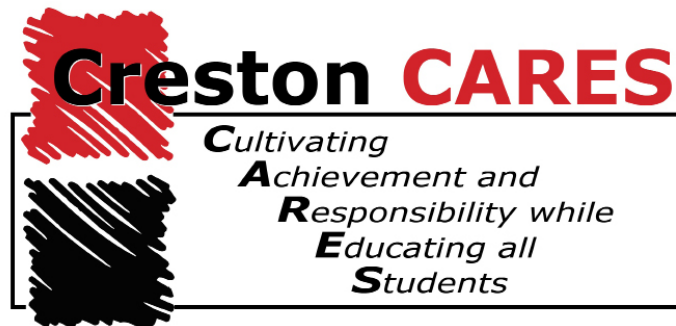


Creston Community School District

Collective Bargaining Agreement



AFSCME Local 3467
Effective July 1, 2015 through June 30, 2016

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ARTICLE ONE RECOGNITION

This Agreement is made and entered into this 1st day of July **2015**, by and between Creston Community School District and AFSCME Iowa Council 61, as the exclusive bargaining agent for all classified employees, as defined by the Public Employment Relations Board, Certification number 5901, and amended in certification 6109. Excluding all elected officials, certified employees, central office personnel, classified employees covered by another bargaining unit and all other employees excluded by the ACT.

Definitions

1. The term “Board” or “Employer” as used in this Agreement shall mean the Creston Community School District governed by a Board of Directors or its duly authorized representative.
2. The term “Union” as used in this Agreement shall mean AFSCME Iowa Council 61 and its affiliated Local Union, Local 3467.
3. The term “employee” as used in this Agreement shall mean all employees in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).
4. A “full-time” employee shall be defined as an employee who works more than 31 hours per week.
5. Designee is defined as the person or persons directed by the Board of Directors / Superintendent to administer, enforce and comply with negotiated terms of the agreement. The Employer will provide notice to the union of the person(s) identified as designee(s).

ARTICLE TWO GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean only an employee’s complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

B. Procedures

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
2. The failure of an employee to act on any grievance within the specified time limits will act as a bar to any further appeal and an administrator’s failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation, handling or processing of any grievance by the grieving employee, shall not interfere or interrupt work activities of the grieving employee or the staff. The investigation, handling and processing of grievances will not occur during scheduled work hours, unless the employee and/or steward first obtain permission from the Superintendent, Business Manager, or designee.

C. Steps of Grievance Procedure

STEP ONE - IMMEDIATE SUPERVISOR (INFORMAL)

An employee with an alleged grievance shall within seven (7) calendar days from the date of the alleged violation discuss it with his/her principal or immediate supervisor in

an attempt to resolve the matter informally. The individual and the supervisor shall keep a written record of the alleged grievance and the outcome of the discussion.

STEP TWO - IMMEDIATE SUPERVISOR (FORMAL)

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with his/her supervisor(s). From this step on, a Union Steward may be present, if requested, with the aggrieved employee. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract, which have allegedly been violated and shall state the remedy requested. The filing of the formal, written grievance at Step Two must be within fourteen (14) calendar days from the date of occurrence of the event giving rise to the grievance. The immediate supervisor shall meet with the grievant and steward, if requested, within fourteen (14) calendar days of the receipt of the grievance, and shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within fourteen (14) calendar days after the date of the meeting.

STEP THREE - SUPERINTENDENT

In the event a grievance has not been satisfactorily resolved at Step Two, the aggrieved employee shall file, within seven (7) calendar days of the written decision at Step Two, a copy of the grievance with the Superintendent. Within fourteen (14) calendar days the aggrieved employee, the Union Steward, if requested, and Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within fourteen (14) calendar days of Step Three grievance meeting and communicate it in writing to the employee and the immediate supervisor.

STEP FOUR - ARBITRATION

If the grievance is not resolved satisfactorily at Step Three, there shall be available at Step Four an impartial, binding arbitration. The Union may submit, in writing, a request on behalf of the Union and the grieving employee to the Superintendent within twenty (20) calendar days from receipt of the Step Three answer to enter into such arbitration.

The Superintendent and Union may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a (7) day period, a request for a list of arbitrators shall be made to the Public Employment Relation Board. The list shall consist of seven arbitrators.

Upon receipt of said list of seven arbitrators a coin toss shall determine which party will strike to remove the first name from the list and the other party the second name. This process shall continue until there is only one name left on the list. This person whose name remains shall be the arbitrator. This process shall take no longer than three (3) calendar days upon receipt by both parties the list of names from PERB.

The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Union shall be final and binding on the parties.

Expenses for the Arbitrator's services shall be borne equally by the school district and the Union. The arbitrator, in his/her option shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding

only the issue or issues presented to him/her in writing by the school district and the Union and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be binding on the parties.

D. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate confidential grievance file and shall not be kept in the personnel file of any of the participants.

E. Meetings & Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties, and their designated or selected representatives unless mutually agreed upon to have the meetings open. Grievance meetings will be scheduled by mutual agreement.

F. Grievance

The Union may file a grievance on behalf of an aggrieved employee or a group of aggrieved employees provided as follows:

- a) the grievance specifies the individual or individuals who were aggrieved and be signed by the grievant and/or Local Union officer; and,
- b) the individual or individuals agree to the processing of the grievance beyond Step Three of the grievance procedure; and,
- c) grievances filed by the Union, affecting employees in more than one department may be filed at Step Three.

G. Grievance Procedure

The parties recognize that the employer may discipline and discharge employees with just cause.

ARTICLE THREE UNION DUES DEDUCTION

Section 1. Dues Deduction

- a) Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement, on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union.
- b) Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same deductions for social security, federal taxes, state taxes, retirement, health insurance, dental insurance, life insurance and other authorized deductions. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.
- c) The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section and the provision of the social security numbers of dues payers.

- d) No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.
- e) The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions. On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with a report in a format agreeable to both parties.
- f) The Employer agrees to deduct, from the wages, of any employee who is a member of the Union, a PEOPLE deduction. The employee must authorize the deduction, in writing. The employee may revoke the authorization for PEOPLE deduction, at any time, by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made, pursuant to this provision, to the Union with Union dues. The deductions (Union and PEOPLE) can be remitted to the Union in one monthly check. 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, will be included with the remittance.

Section 2. Bulletin Boards

The Union shall be allowed to utilize space on existing bulletin boards designated by the Employer and customarily used for the posting of information to the employees in the unit. No posting of any political material or material of a derogatory nature will be posted on the Employer's premises. A copy will be provided to the Business Manager.

**ARTICLE FOUR
UNION ACTIVITY**

Section 1. Union Activity

Bargaining unit employees, including Union officers and representatives shall not conduct any Union activity or Union business on work time except as specifically authorized by the provisions of this Agreement.

Section 2. Union Visitation

Upon request, Union representatives will be allowed to meet with bargaining unit employees during the employees' non-work time on the Employer's premises, provided suitable meeting facilities are available and practical.

Section 3. Use of Facilities

Local Union meetings must be scheduled so not to conflict with the employee's work day. School buildings and rooms may be used for these meetings when available, but must be requested in writing and approved by the Superintendent, Business Manager, or his/her designee.

Section 4. Conventions/Conferences

Two delegates of the AFSCME Iowa Council 61 convention will be allowed (2) two days each to attend the convention or conferences. This shall be a paid leave. Delegates shall give notice to the Business Manager at least one (1) week in advance of their planned absence. This one (1) week notice will be waived in the event of an emergency substitution of delegates. The Union will reimburse the District the cost of the substitute pay, if applicable. This leave may be denied or cancelled in order to maintain operational efficiency including inability to provide adequate substitutes.

Section 5. Union Leave

A leave of absence without pay or paid fringe benefits for up to one (1) year may be granted to any employee for the purpose of Union organizing campaigns. Upon return from such leave, such employees will be placed on the next available position in their job classification of the

salary schedule as when she/he left, without loss of seniority. The employee shall provide the District thirty days notice for both a request for leave and a request to return.

Section 6. New Employee Orientation

During the orientation process for new bargaining unit employees, all new employees will be introduced to the Union Steward on their respective shift. **In addition, the district agrees to introduce union representatives at opening school ceremonies. The district also agrees to post fliers with union representatives contact information. Pictures of the union representatives will be included on the fliers. The union representatives will also be noted on the school's website.**

**ARTICLE FIVE
HEALTH AND SAFETY**

Section 1.

A physical examination by a licensed physician is required of all new appointees to the Creston Schools. A general health statement on forms provided by the Employer, including a negative TB test or negative chest x-ray is to be filed with the Business Office by the new employee before the employee's first pay date. This examination is at the expense of the employee.

Section 2.

An employee, whose health may be in doubt in the opinion of the administration, shall present additional satisfactory physical examination results when requested to do so. The expense of any additional examinations, if requested by the administration, shall rest with the Board of Directors.

Section 3.

Employees may be required to provide medication or services to students, during the course of the workday. The Employer agrees to indemnify and hold harmless such employee from any liability that might result to the extent required by law.

**ARTICLE SIX
EMPLOYEE HOURS AND OVERTIME**

Section 1.

A. Work Day

Work schedules are defined as an employee's assigned hours, days of the week, and days off. Whenever possible, the Employer will provide twenty-four (24) hours notice prior to requiring work outside the normal work schedule. Nothing in this Agreement constitutes a minimum guarantee of work for an employee. Nothing herein shall prevent the Employer and the employee from mutually agreeing to a flexible schedule outside the normally scheduled hours.

B. Meetings

Employees may be required to remain after the end of the workday or report to attend special meetings and/or activities deemed necessary by the administration. Employees shall be compensated at their regular hourly rate of pay for attendance at meetings, which have been directed, and are required, by the District. The notice of required attendance for such meetings shall be in writing, from the Central Office.

Section 2. Meal Periods

All full-time, bargaining unit employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration or, at the Employer's discretion, a paid period in those situations where qualified relief is not available. Where practicable, the Employer will attempt to schedule the meal period at approximately the middle of each shift.

Section 3. Rest Periods

All full-time, bargaining unit employees shall be granted a paid fifteen (15) minute rest period during each one-half (1/2) shift provided qualified relief is available. The rest period shall be scheduled at approximately the middle of each one-half (1/2) shift. An employee's non-use of a rest period shall not be considered additional work time above the contracted hours per day.

Section 4. Overtime

Employees will be paid overtime for all hours worked in excess of forty (40) hours per week. Employees shall be compensated at a premium rate of time and one-half (1 1/2) the employee's base hourly pay. An employee who is absent hours because of the usage of sick leave, vacation, or personal leave shall not have those hours counted towards overtime.

Section 5. Compensatory Time

All use of compensatory time shall be taken as directed or upon approval of the employee's supervisor. Any compensatory time banked by an employee but not used by the end of a fiscal year (June 30) shall be paid in cash at one and one half (1.5) times the banked amount and included on the final paycheck of the school year.

Upon separating from School District service, employee shall be paid for any unused earned compensatory time.

Section 6. Non-pyramiding Provision

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

Section 7. Late Starts and School Cancellation

The employer shall advise the employees of late starts or cancellation of school on KSIB / KITR by 6:15 a.m. If the late start is first announced after 6:15 a.m., and an employee comes to work on their scheduled shift, starting on or before 8:15 a.m., the employee shall be entitled to two (2) hours regular hourly rate of pay. If school is dismissed early, employees shall be given the opportunity to remain at work, with the approval of the Director of Special Education, and complete their regularly scheduled shift or to depart and not receive pay for the hours not worked. If school is cancelled, employees shall be paid for the cancelled day in the pay period it was originally scheduled.

Section 8. Special Condition (Working Out of Classification)

Employees assigned to work for more than half (1/2) day in a position with a higher hourly pay rate, will be paid the higher rate of pay for the entire time spent working out of their classification.

Section 9. One on One Associates

When the child assigned to a one on one associate is absent from school, the Director of Special Education may assign them to duties as needed; however, the employee may request to take the day off without pay and the Director shall have the discretion to approve or deny. Employees shall be paid their normal rate of pay, unless they meet the criteria of Article Six, Section 8 of the Agreement.

ARTICLE SEVEN INSURANCES

Section 1. Flex Plan and Elections

For full-time (more than thirty-one (31) hours per week) twelve (12) month employees, the Board shall provide the monthly amount of the cost of the PPO 1000 Blue Choice single coverage (\$523/month) per eligible employee for purchase of health and major medical insurance, flex plan contributions, or salary, subject to the following:

- a) The employee must first use this amount to purchase a minimum of single and major medical insurance from the options listed in the paragraph "C" of this section unless annual proof is provided of other qualified group coverage.
- b) All employees initially employed for the 2003-2004 school year or thereafter must take at least a single coverage. Current employees who have opted out may continue that option, and no additional employees may opt out.

Any employee who opts out of coverage pursuant to this section shall be limited to receiving \$373.

- c) Options. The following options are available:
 - Health and Major Medical Insurance:
 - PPO \$500 deductible
 - PPO \$1000 deductible
 - PPO \$1000 deductible Blue Choice
 - PPO \$2500 deductible

Employees will be given an opportunity to change their selection annually, but once a different option is selected, the employee and dependents will need to comply with plan rules and regulations to be able to elect a different option for a future year (i.e. plan may require medical qualification.) Until mutually modified, future coverage and plans will be consistent with plans adopted in the 2003-2004 contract.

- d) After the employee has met their health and major medical insurance obligation, the balance of the monthly Board benefit may be taken as salary or placed in their established Section 125 plan. The employee's Section 125 plan may be used to pay for additional qualifying group health and major medical insurance, term life insurance up to \$50,000 face value, dependent childcare, expense, or qualifying unreimbursed medical expenses. The employee may contribute additional dollars to the Section 125 plan. If taken as salary, the amount shall be reduced by the equivalent of the district's cost of FICA and IPERS. The board benefit available under this paragraph shall be calculated on a pro-rated basis for part-time employees.

The District shall provide all employees (employed at least 15 hours per week) with a \$10,000 life insurance policy.

- e) For employees who are regularly scheduled for thirty-one (31) hours or more per week for nine months of the year and who are not eligible for the full health insurance coverage, the Board shall provide \$80 per month per eligible employee to the employer's Section 125 plan for qualified uses pursuant to the plan. For employees who are regularly scheduled for twenty hours or more per week for nine months of the year (including bus drivers) and who are not eligible for the full health insurance coverage, the Board shall provide \$30 per month per eligible employee to the employee's section 125 plan for qualified uses pursuant to the plan. All employees who desire a swipe/debit card can come to central office and fill out the paperwork and the district will pay the fifteen-dollar annual fee for the cafeteria plan.

Eligible employees who have retired prior to age sixty-five shall have the right to continue their participation in the medical insurance provided in this Section 1 at their own expense until the employee reaches age sixty-five. The employee's right to such continuation is subject to payment of premiums as required by the District. The employee will be eligible for such medical insurance as it may be modified from time to time by the District and Union through collective bargaining.

Section 2. Long-term Disability

Each full-time (more than twenty (20) hours per week) nine-twelve (9-12) month employee shall have the option of enrolling in a long-term disability insurance program with benefits as offered by the present policy. However, the same hold harmless clause under Section I will apply if such benefits are not available. The Board shall pay 100 percent (100%) of each eligible employee's policy.

Section 3.

The Board shall not be responsible for an employee's failure to enroll in or continue in the insurance programs.

Section 4.

The Board policy allowing employees to purchase a TSA shall continue for the term of this Agreement.

**ARTICLE EIGHT
SICK LEAVE**

A. Cumulative Benefits

Employees shall be granted leave of absence for personal illness or injury with full pay (for example, if an employee works 3 hours per day, one day of sick leave will equal 3 hours) in the following minimum amounts. Sick Leave will be taken in no less than one-half (1/2) day increments.

First year of employment	10 days
Second year of employment	11 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
Sixth and subsequent years of employment	15 days

The above amounts shall apply only to consecutive years of employment and unused portions shall be cumulative to a maximum of 120 days. The School Board, may, in each instance, require said reasonable evidence, as they may desire in confirming the necessity of such leave of absence. In each instance requiring five consecutive days of leave, the employee will obtain a written statement from his/her physician.

B. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days with the October payroll.

C. Adoption/Birth Leave

Employees shall be eligible to use up to five (5) days of their paid sick leave in relation and proximate to the adoption/**birth** of a child or children (other than a step-child).

D. Family Care

Up to two (2) sick leave days may be used for the care of a sick child, spouse, or parent.

ARTICLE NINE LEAVES OF ABSENCE

Section 1. Types of Leave

For all classified employees, one day of leave will be equivalent in hours to the employee's daily contracted hours.

A. Jury Duty

Any employee who is called for jury duty shall be allowed such time off. However, only the differential between the normal salary of the employee and the compensation received for jury duty shall be paid to the employee.

B. Professional Meetings and Training

A classified employee may be granted permission to attend a professional meeting or training held on a school day if, in the opinion of the Superintendent, Business Manager, or designee, it is important for the person to participate, and if the person's attendance at the meeting will result in some benefit for the school and in growth in professional stature of the employee.

If the school district requires an employee attend a class, conference or educational meeting, the district shall pay expenses to this meeting. If the staff member requests permission to attend such a meeting and permission is granted without requesting the district to pay meeting expenses, the staff member shall pay the expenses. The decision of the Superintendent, Business Manager or designee regarding expenses for the employee is final and not grievable. The District, if needed, shall pay the cost of the substitute. This section does not apply to training necessary for licensure requirements.

C. Emergency Leave

1. A maximum of five (5) days of leave with pay, per year, is available for emergencies if approved by the Superintendent or Business Manager or designee for the following purposes:

- a) The **death or** serious illness (to include hospitalization, emergency room, or verifiable emergency clinic care) of a member of the employee's family including **spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandchild or grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parent, or step child.**
- b) Other catastrophic events.
- c) All five (5) of the emergency leave days per year will be allowed if approved by the Superintendent or Business Manager or designee for the illness of a member of the employee's immediate family listed above.
- d) Two (2) of the emergency leave days per year may be used for the death of any person not listed in subparagraphs 1(a) above.

2. Up to five (5) additional days of paid leave per event shall be granted for the death of an employee's parent, spouse or child. Salary will not be deducted for such leave. All requests for such leave will be made to the Superintendent or Business Manager.

D. Public Office

A leave of absence without pay or paid fringe benefits, not to exceed all or part of two (2) academic years may be granted to an employee, upon application, for the purpose of campaigning for, or serving in a state or national public office. Upon return from such leave, such employee will be placed on the next available position in the same job classification of the salary schedule as when she/he left.

E. Personal Leave

A maximum of two (2) days per year (non-cumulative), for personal leave may be granted at the discretion of the Superintendent, Business Manager or Designee. This leave is given to transact personal business that cannot be accomplished outside of school hours. The District shall pay full wages to the employee for both personal days.

**ARTICLE TEN
HOLIDAYS**

Section 1.

All full-time (more than 31 hours), twelve month employees shall receive the following paid holidays: Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day, New Years Day, Spring Holiday (1 day), Memorial Day, Fourth of July. Bus drivers who actually work on the fourth of July will receive holiday pay.

All other employees shall receive holiday pay for those days set forth above when they are scheduled to work on the school days proceeding and following the holiday. If the Friday preceding Memorial Day is the last day of student attendance for the year, employees may, with approval of the Superintendent or his designee, work on the following Tuesday and receive holiday pay for Memorial Day.

Section 2.

In addition to the holidays in Section 1, all full-time (more than 31 hours) twelve month employees shall receive the day after Thanksgiving as a paid holiday.

Section 3. Calendar

The school calendar for any given year shall be provided to each employee.

**ARTICLE ELEVEN
SENIORITY**

Section 1. Definition

- a) Seniority means an employee's length of continuous service with the Employer since the employee's date of employment. As long as an employee is employed in the bargaining unit, his/her seniority continues to accumulate. Any length of service in a temporary position (except substitutes) shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position.
- b) In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number, with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.
- c) An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

Section 2. Seniority Lists

The Employer shall prepare and post, on existing bulletin boards, seniority lists as defined in this Article. The lists shall be updated annually (by November 1) and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting.

To establish the initial seniority list the following procedure shall be followed:

Those employees in the bargaining unit, employed prior to the effective date of this Agreement, shall retain their current seniority date. The initial seniority list shall be furnished to each employee. Each employee may challenge the accuracy of the date of hire, or adjusted date of hire, if applicable. Employees shall have sixty (60) days in which to appeal their seniority date in writing to the Business Manager with a copy to the Union Steward after which time the seniority dates shall be presumed correct.

**ARTICLE TWELVE
PROCEDURE FOR REDUCTION OF STAFF**

Section 1. Layoff

The Employer has the sole discretion to determine the necessity for an implementation of a layoff of the work force. Except in cases of emergency, written notice of layoff will be given at least two (2) weeks in advance of the layoff, or two (2) weeks pay in lieu thereof. Layoffs shall be by seniority within job classification series beginning with the least senior.

Note: Job classifications may have special requirements and qualifications.

Layoffs shall not be considered a break in service if the employee is recalled within eighteen (18) months. The Union shall administer this (Recall) paragraph.

Section 2. Recall

The name of a laid off, permanent employee shall be placed on a recall list for the job classification from which the employee is laid off for a period of eighteen months following the lay-off date. When one or more names are on a recall list for a class where a permanent vacancy exists, the Employer shall first offer that position, in seniority order, to any employee laid off from that classification where the vacancy exists. An employee to be recalled from a layoff shall be notified as far in advance as possible by certified mail, return receipt requested, mailed to his/her last known address as shown on the Employer's records. Any employee called back to work must notify the Employer in writing of acceptance within seven (7) calendar days after receiving such notice or at the time and date indicated in the notice, whichever is later. An employee shall be considered as having received notice of recall as of the date such notice is delivered to his/her last known address, as reflected by the Employer's records. It is the employee's responsibility to keep the Employer informed of his/her current address and phone number. If a laid-off, full-time employee rejects less than a full-time position, that employee's rights to recall to another position shall not be lost, otherwise, if an offer is not accepted the Employer is no longer eligible for recall.

**ARTICLE THIRTEEN
EMPLOYEE EVALUATIONS**

All bargaining unit employees are entitled to a fair and impartial performance evaluation. Only below standard performance evaluations will be grievable on the basis that they are inaccurate or that they contain mischaracterization.

ARTICLE FOURTEEN TRANSFERS

Section 1. Involuntary Transfer

The Employer may not arbitrarily exercise its right to involuntarily transfer employees. Notification of the involuntary transfer will be given at the earliest possible date. The employee may request a meeting with the Superintendent but may not refuse to accept such transfer.

Section 2. Voluntary Transfer

The Employer shall decide if there is a vacancy in an existing or new position within a job classification. If the Employer determines that there is a vacancy and elects to fill the vacancy, the Employer shall post the vacancy so that interested current Employees in the affected job classification may apply. The applicant with the most seniority shall be awarded the position with proper qualifications and/or education. This requirement may be waived by mutual agreement for exceptional circumstances.

1. Eligibility

Employees who desire to transfer to another position for which the employee meets the qualifications shall file a written request with the Employer indicating that interest.

2. Job Postings

The Employer shall post the vacancy for a period of five (5) workdays in each building on bulletin boards customarily used for official employee announcements. The posting shall include the job class, all qualifications, including all licenses and certifications that will be required for the position, work location, hours of work, and the pay scale.

3. Frequency

If a one-to-one paraprofessional requests voluntarily transfer to a new position and are granted that request, employee will not request another voluntary transfer for a period of one year. Superintendent has discretion to waive this provision based on extenuating circumstances.

All transfer requests must be filed during the five (5) day posting period for each vacant bargaining unit position.

Section 3. Procedures

The Employer shall have the discretion to fill vacancies based on special requirements and qualifications with existing Employees or new hires. If the Employer adds special requirements to an existing job classification, it shall be considered a new job classification. The Employer may consider such factors as quality and continuity of existing functions, and employee qualifications. Employee qualifications shall include skills, abilities, employee work record, licensure, and certification.

ARTICLE FIFTEEN WAGES AND SALARIES

Section 1. Schedule

Employees shall be paid salaries according to the salary schedule in Appendix A., effective July 1, 2015.

Reflecting changes from “Leave No Child Behind” legislation at the federal level, the District will pay for training up to \$325.00.

Section 2. Method of Payment

Employees shall be paid by direct deposit. The employee will provide the name of the depository to the Board Secretary ten (10) days before the first paycheck. Employees may change their depository by giving the Board Secretary ten (10) days written notice.

Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. When a pay date falls on a weekend or holiday, the payroll shall be distributed on the last previous working day. If school is cancelled because of snow, employees shall be paid for that day’s scheduled work on the next paycheck, as if the day had been worked. Any overpay shall be adjusted on the employee’s final paycheck of the year.

Hold Harmless

The Union agrees to indemnify and hold harmless the Board of Directors, each individual Board Member, and all administrators and other personnel assigned the responsibility of issuing checks against any and all claims, costs, suits, or other forms of liability and all court costs in the event of computer breakdown or other eventualities that would cause time delays in issuing paychecks.

Section 3. Shift Differential

When a full-time employee’s shift starts after 1:30 p.m., the employee shall receive a shift differential of twenty-five, 25¢) cents per hour for all hours worked.

Section 4. Step Placement Upon Classification Change

When an employee moves from one classification to another, the employee shall receive credit for steps earned from the prior classification in the ration of regularly scheduled hours in the old job divided by regularly scheduled hours in the new job. If the number from the preceding formula is 50¢ or above, the number will be rounded up. (This section shall apply to any such employee who transferred to a different classification after July 2000.)

Section 5. Longevity

When an employee has the following years of service, since the most recent date of hire, he/she shall receive longevity pay, as below.

5 years	\$0.13 per hour
10 years	\$0.20 per hour
15 years	\$0.27 per hour
20 years	\$0.34 per hour
25 years	\$0.42 per hour
30 years	\$0.49 per hour
35 years	\$0.56 per hour

**ARTICLE SIXTEEN
VACATIONS**

Section 1. Full-time, twelve (12) month employees earn vacation as follows:

Full Contract Year of Service	1	2	3	4	5	6	7	8	9	10
You Earn Vacation Days	5	10	10	10	10	10	10	15	15	15

Vacations earned during a contract year shall be taken during the summer, or when school is not in session. Employees earning in excess of two weeks vacation are required to use the amount in excess of two weeks during the winter or the spring break during the contract year in which the vacation days are earned.

All requests for vacation must be submitted to the Superintendent, or Designee, for approval, at least five (5) calendar days before the first day of leave. Vacation time cannot be carried over from year to year without written approval from the Superintendent or Designee.

Section 2. For the first year of service vacation will be earned as follows:

1 st Half	2 nd Half
July 1 through December 31	January 1 through June 30

- 1) Staff hired during 1st Half of the contract will move to Step 2 on the vacation schedule the following year.
- 2) Staff hired during the 2nd Half of the contract year will remain on Step 1 on the vacation schedule the following year.
- 3) Any staff who begins employment after July 1 shall have their vacation calculated on a prorated basis to the nearest one-half day.

ARTICLE SEVENTEEN TRANSPORTATION

Section 1. Meal Expenses

Meal expenses will be paid on out-of-town activity trips that take four (4) hours or more. **Meal reimbursement shall be for actual expenses, up to \$13.50. If a trip lasts ten (10) hours or more, the meal reimbursement shall be increased to \$27.00. If the trip is an overnight trip, the employee shall be reimbursed an additional \$7.50 for breakfast. The employee will furnish receipts for expenses when they are available.**

Section 2. Non-Route Trip Drivers

The equalization and rotation of drivers currently in practice shall continue.

Section 3. Bus Driver Call-In time

The Employer agrees that all bus drivers called back for duty, or called in on the bus driver's day off, will be guaranteed a minimum of two (2) hours at the appropriate rate of pay. Bus drivers who are called back to work in excess of two (2) hours will be paid for actual time worked. To qualify for call-in compensation, the time worked cannot be contiguous to the beginning or end of a bus driver's scheduled work shift.

Section 4. Bus Driver Certification

An employee who successfully completes the online training for bus driver certification, and becomes certified, will be reimbursed **\$250** for hours spent on the online bus driver training course at the substitute bus driver pay.

Section 5. Non-Route Drivers

For all time on activity trips, the rate of pay will be based on wage scale **"H"** minimum of two (2) hours of pay will be paid on activity trips, based on schedule **"A."**

Section 6. Newly hired drivers shall be accompanied for "x" hours by an incumbent driver. Orientation pay for the instructor shall be \$100 and the trainee will be paid at the sub-rate of pay.

Section 7. Seniority

Activity trips shall be posted for bid by the month during the last week of the preceding month. Other trips that come up will be awarded following the seniority list where it left off.

Summer activity trips shall be worked out by the Transportation Director among the five most senior bus drivers who want the work, effective June 1, 2006.

ARTICLE EIGHTEEN SUPPLEMENTAL PAY

Section 1. Call-Back Time

The Employer agrees that all employees called back for duty, or called in on the employee's day off, will be guaranteed a minimum of one and one-half (1 1/2) hours at the appropriate rate of pay. Employees who are called back to work in excess of one and one-half (1 1/2) hours will be paid for actual time worked. To qualify for callback compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

Section 2. Mileage

Employees who use their personal vehicles for administratively assigned travel (excluding travel related to extra-curricular activities) shall be compensated at the rate of \$0.30 per mile, or the District rate. No mileage will be paid to the first workstation of the day nor from the last workstation of the day.

Section 3. Volunteer

Employees who volunteer as an adult supervising student activities will be given an activity ticket.

- 1 volunteer event = single pass
- 3 volunteer events = family pass

ARTICLE NINETEEN FINALITY AND DURATION CLAUSE

This Agreement supersedes and cancels all previous Agreements between the School District and the Union and it concludes the collective bargaining for its term. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals in this respect to the collective bargaining law and the understandings and agreements arrived at by the parties are set forth in this Agreement.

A contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement.

If a court of competent jurisdiction declares any article, section, or clause of this Agreement illegal, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, section, and clauses shall remain in full force and effect.

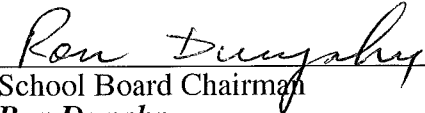
The School District and the Union, each voluntarily and unqualifiedly waives any right, which might otherwise exist under law to negotiate any matter during the term of this Agreement. Both parties, by mutual agreement, may modify and amend said Agreement, but such modification or amendment must be signed by both parties, and if not, the contract, as written, is binding.

This Agreement shall be effective as of July 1, **2015**. This Agreement shall continue in effect until June 30, **2016**.

INSCRIPTION

This contract is entered into by the following representatives:

Negotiating Committee for Creston
Community School District

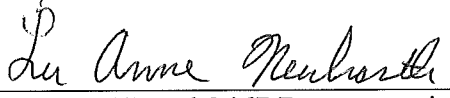


School Board Chairman
Ron Dunphy

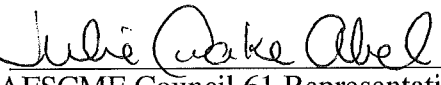


Superintendent
Steve McDermott

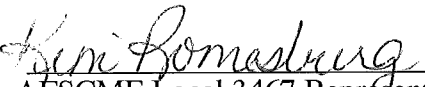
Negotiating Committee for Federation of
State County and Municipal Employees,
AFL-CIO, Local **3467**



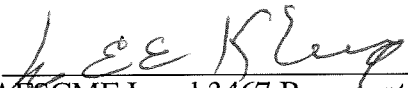
AFSCME Local 3467 Representative
LuAnne Neuharth



AFSCME Council 61 Representative
Julie Dake-Abel



AFSCME Local 3467 Representative
Kim Romesburg



AFSCME Local 3467 Representative
Lee Klug

Appendix A

	A	B	C	D	E	F	G	H
Substitute	14.04	13.35	11.54		11.24	9.66	15.69	12.43
0	14.04	13.35	11.54	12.99	11.24	9.66	15.69	12.43
1	14.24	13.55	11.74	13.19	11.44	9.86	15.69	12.63

- A: Bus Drivers
- B: Custodian
- C: School Secretary, Cook, Paraeducator (Severe Handicapped), ISS, Comp Lab Monitor, ELL Aide
- D: Kitchen Manager
- E: Teacher Aide, Paraeducator, Title I, Clerical Aide, Library, Mail Carrier
- F: Kitchen Help (Non-cooking)
- G: Crossing Guard, **Bus Supervision**
- H: Bus Drivers Activity Trip

One year of service will be allowed if the employee has worked six consecutive months. All employees must be hired prior to January 1, or have completed six consecutive months since the last step increase in order to move to the next step in any year. New employees shall be placed on the appropriate lane (A thru H) and step 0. These employees will advance to Step 1 following provisions outlined above.

2011-12 Contract was negotiated so that employees receive same hourly increase plus the appropriate longevity increase. Each employees' prior steps and increases are calculated and will remain constant as long as they maintain employment with Creston Community School District. New employees will be placed at Step 0

2013-14 Contract provided an across the Board increase of 31¢ per hour. For all employees in columns A & B, 56¢ is being added to steps 0 & 1. No current employee will receive less than \$13.22 in column A or less than \$12.57 in Column B.

2014-15 Contracted provided an across the Board 4.49% increase per hour. Substitute pay will be the same as Step 0. Delete classifications previously removed from union.

2015-16 Contract provided a 3.26% Total Package increase. This package includes a 5¢ increase on each of the steps in the Longevity Pay Schedule.

Longevity Pay (LP)

5 years	\$0.13	per hour
10 years	\$0.20	per hour
15 years	\$0.27	per hour
20 years	\$0.34	per hour
25 years	\$0.42	per hour
30 years	\$0.49	per hour
35 years	\$0.56	per hour