

AGREEMENT

BETWEEN THE

**OSKALOOSA SUPPORT STAFF
ASSOCIATION/ISEA**

AND THE

**BOARD OF DIRECTORS
OF THE
OSKALOOSA COMMUNITY SCHOOL DISTRICT**

2017 – 2018

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ARTICLE I

DEFINITIONS

A. REPRESENTATIVE

The Board of Directors of the Oskaloosa Community School District, hereinafter referred to as “the Board”, recognizes the Oskaloosa Support Staff Association, hereinafter referred to as “the Association”, as the sole and exclusive negotiating agent for all full-time and part-time custodial employees, maintenance/grounds employees, transportation employees, food service employees, secretaries, and associates, except the administration and all others excluded by Section 4 of the Public Employment Relations Act.

B. BOARD

The term “Board” or “employer”, as used in this Agreement, shall mean the Board of Education of the Oskaloosa Community School District (the “District”) or its duly authorized representative(s) or agent(s).

C. EMPLOYEE

The term “employee”, as used in this agreement, shall mean the maintenance/grounds, custodial, transportation, food service, secretarial, and associate staff as members of the bargaining unit as defined by the Public Employment Relations Board on the 25th day of July, 1988 (Case No. 3720), as amended on the 20th day of February, 2001 (Case No. 6272), as amended on the 17th day of December, 2002 (Case No. 6548), as amended on the 2nd day of February, 2004 (Case No. 6759), and as amended on the 2nd day of August, 2005 (Case No. 7092).

D. ASSOCIATION

The term “Association” as used in this agreement, shall mean the Oskaloosa Support Staff Association or its duly authorized representative(s) or agent(s).

ARTICLE II
ASSOCIATION RIGHTS

A. EXCLUSIVE RIGHTS

The rights granted herein to the Association shall not be granted or extended to any other organization claiming to represent the employee's organization.

B. FACILITIES AND EQUIPMENT

The Association and its members shall have the right to hold meetings on school property provided such meetings do not interfere with school activities. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

The Association shall have the right to post notices on employee bulletin boards in each building in areas not open to the public or students. The Association may use employee mailboxes for communications to employees.

ARTICLE III

RIGHTS OF THE EMPLOYER

A. OVERALL RIGHTS

The Board of Education shall have the rights, functions, and powers or authority granted by law for the administration of the district which are not specifically limited by the language of this agreement, provided however, that no such right shall be exercised so as to violate any of the provisions of this agreement.

B. SUPERVISORS

All custodians and maintenance/grounds employees shall be under the immediate supervision of the Director of Operations in matters of plant operation and care of the buildings.

The principals of the buildings may direct the custodians in the daily functioning of the building with the approval of the Director of Operations.

The associates and secretaries shall be under the immediate supervision of the Principal(s) of the building in which they work.

The transportation employees shall be under the immediate supervision of the Transportation Director.

The food service employees shall be under the immediate supervision of the Food Service Director.

C. SUPERVISOR SUBSTITUTION

The Board reserves the right of the immediate supervisor to work with the employees and performs tasks of the employee as deemed necessary under the circumstances.

ARTICLE IV

HEALTH AND SAFETY PROVISIONS

A. RESPONSIBILITY OF THE EMPLOYEE

The employee shall endeavor, in the course of performing the duties associated with their employment, to be alert to unsafe practices, equipment, or conditions and to report any unsafe practices, equipment, or conditions to their immediate supervisor.

B. RESPONSIBILITY OF THE EMPLOYER

The school district shall maintain conditions of work that do not unnecessarily expose employees to hazardous work conditions. The employer shall provide special clothing, equipment, and devices as required by applicable state or federal rules and regulations.

C. PHYSICAL EXAMINATION

1. All employees shall be required to file with the District at the beginning of employment a written medical report of a physical examination by a licensed physician who has performed said employee's physical. The physical forms will be supplied by the District. The physician shall attest that the employee is physically and emotionally capable of performing the duties assigned.
2. The District shall reimburse those employees classified as part-time associates, part-time secretaries, and part-time food service employees up to \$65.00 for the physical examination required by the District.
3. The District shall reimburse those employees classified as bus drivers up to \$50.00 (including substitutes) for the Physical Examination.

D. BLOODBORNE PATHOGENS

Associates and Secretaries who have received training in the handling and disposing of bloodborne pathogens, and are required to provide service in their school building, will be paid \$200.00 per year.

E. MEDICATIONS DISTRIBUTIONS

Associates and Secretaries who voluntarily agree to dispense medications to students shall be paid \$325.00 per year.

ARTICLE V

LEAVES

All leaves may be taken in quarter-hour increments.

A. SICK LEAVE

1. Employees will be granted leave of absence for illness with full pay at the rate of ten (10) days for the first year, eleven (11) days for the second year, twelve (12) days for the third year, thirteen (13) days for the fourth year, fourteen (14) days for the fifth year, and fifteen (15) days for the sixth year and every year thereafter, cumulative to a maximum of 120 days. At no time can an individual's sick leave account exceed 120 days. Individual sick leave accounts shall be credited with the total days on the first day of an individual's contract year.
2. A physician's certification may be required by the supervisor as evidence in support of a claim for sick pay. The employer may also request a statement of medical evidence that the employee is physically capable of returning to work. Sick leave shall not be available to be used for elective medical procedures that can be performed during periods of the year when school is not in session.
3. An employee who is unable to work because of personal illness or disability shall be granted a leave of absence, without pay, for the duration of such illness or disability to the end of the contract year. Insurance benefits shall continue through the end of the month in which the employee commences the leave of absence, and for one additional calendar month. Upon return to work, the employee shall be placed on the step for which the employee is eligible.
4. All part-time employees shall accrue benefits on a prorated basis.

B. FAMILY ILLNESS

In the case of illness of the spouse, child, stepchild, parent, stepparent, brother, stepbrother, sister, stepsister, grandparent, stepgrandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, stepgrandchild, or any other person living in the household with the employee, the employee shall be granted paid leave for up to ten days per school year. Upon use, such leave shall be deducted from the employee's sick leave. This leave is non-cumulative and will be granted with the permission of the Superintendent. An employee may request additional days that may be granted in the sole discretion of the Superintendent.

C. BEREAVEMENT

1. Immediate Family
In the case of the death of the spouse, parents, stepparent, child, or stepchild of an employee, or the death of anyone living in the household with the employee, or a person for whom the employee is responsible for

the funeral arrangements, the employee shall be granted permission to be absent from duty by the Superintendent or his/her designated representative for as many days, not to exceed five for each death, for attendance at the funeral and for any other purposes directly arising out of the said death, and no deduction of pay shall be made for the days of absence so granted.

2. Close Family

In the case of the death of a brother, stepbrother, sister, stepsister, grandparent, stepgrandparent, grandchild, stepgrandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, or a person of unusually close relationship to the employee, the employee shall be granted permission to be absent from duty by the Superintendent or his/her designated representative for as many days, not to exceed four for each death, for attendance at the funeral and for any other purposes directly arising out of the said death, and no deduction of pay shall be made for the days of absence so granted.

3. Friend or Other Relative

In the case of a friend or relative not mentioned above, the employee may be granted permission to be absent from duty by the Superintendent or his/her designated representative for one day for attendance at the funeral and for any other purposes directly arising out of the said death, and no deduction of pay shall be made for the day of absence so granted.

4. Extension of Bereavement Leave

- a. If the employee is the executor/executrix of the estate of a person mentioned above, one additional day shall be available to the employee to be used for handling the estate of the deceased person, and no deduction of pay shall be made for the day so granted. Such day need not be taken consecutively with other bereavement leave.
- b. An employee may also request of the Superintendent or his/her designated representative an additional day of bereavement leave if the funeral or burial attended is 150 miles or more from the home of the employee, and an additional two days of bereavement leave if the funeral or burial attended is 400 or more miles from the home of the employee, and no deduction of pay shall be made for the days so granted. The request shall list the name and address of the deceased at the time of death and the location of funeral and burial.
- c. The Superintendent shall have the authority to extend the above provisions for bereavement leave in any specific instance upon request of the employee, with or without deduction of pay for days so granted.

D. PERSONAL

Each employee shall be allowed a total of two days paid leave per year for any unidentified reason. Such unidentified days shall not be used to extend paid

holidays, Spring Break, or Winter Break, and shall not be used on first or last day of a school year.

If an employee has not used personal days at the end of the fiscal year, he/she may elect to carryover a maximum of one (1) day into the subsequent fiscal year. Otherwise, he/she shall be paid for those days based upon usual and customary daily hours (eight-hour day for Custodians and Maintenance/Groundskeeper) at the substitute pay rate for that category.

Personal days will be granted provided the request has been made four (4) work days in advance of the intended absence except in cases of emergency when immediate leave may be granted.

E. TEMPORARY LEAVE WITHOUT PAY

Leave without pay may be granted in writing by the Superintendent in his/her sole discretion.

F. CIVIC DUTY

Leave for jury duty, court appearance as a witness (subpoenaed), and Selective Service examination may be granted. Any fees or remuneration above actual expenses an employee receives during such leave shall be turned over to the School District. If the fees received exceed the employee's normal pay, the employee may keep the excess amount.

G. PROFESSIONAL PURPOSES

Attendance at professional meetings is permitted at full pay if such absence is approved by the Superintendent or designated representative. Permission should be obtained in advance using written forms provided by the School District. Such professional meeting leave is provided as seems necessary and desirable, with expenses usually paid by the School District. No leave time is charged against the individual's personal emergency leave. Expenses shall not be paid for education meetings after the employee indicated either verbally or in writing that said employee is leaving the District. Those meetings necessary to conduct the services of the position shall be reimbursable.

J. GOOD CAUSE

This leave shall be granted for extension of Family Illness Leave or for acts of God after Personal Leave days are exhausted or when Personal Leave days are not permitted. This leave shall not be used to extend an existing leave except for Family Illness. The cost of a substitute shall be deducted from the employee's pay for each day the leave is granted. In no event will more than six (6) days of leave be granted per contract year per employee.

ARTICLE VI

WORK YEAR, WORK WEEK, WORK DAY

A. WORK YEAR

The work year for all twelve (12) month custodian & maintenance/grounds employees shall be July 1 through June 30. For associates, secretaries, food service and transportation employees, the work year shall be as defined in their individual agreement.

B. WORK WEEK

The work week for all employees is Monday through Friday.

C. WORK DAY

1. Custodians & Maintenance/Grounds

a. Custodians

For custodians hired prior to July 1, 2010, the work day is nine (9) hours per day from the first day of student attendance to the last day of student attendance according to the Board-approved school calendar, except for non-student days, when the work day shall be eight (8) hours. For the period before the first day of student attendance and the period after the last day of student attendance, the work day shall be eight (8) hours. For Parent/Teacher Conference and Trimester Teacher Workshop days, custodians shall have the choice of an eight (8) hour or nine (9) hour day unless the supervisor specifies a nine (9) hour day. For all other Teacher Inservice/Workshop and School Break days, custodians shall work an eight (8) hour day. Such custodians shall receive 195 hours of overtime per contract year.

All other custodians will have their work day hours and overtime arranged by the Director of Operations, which may include working nine (9) hours on student attendance days.

A full work day includes two fifteen (15) minute paid breaks and a one (1) hour unpaid lunch unless prior arrangements are made with the Director of Operations.

When school is dismissed early, and on non-student days when staff is not scheduled to be present, the second shift employees may request permission of the supervisor to report to work early. If the employee is needed to work a scheduled school related activity, the supervisor may deny the request and the employee will work their normal shift.

For weekends or any after-normal-hour activities in any building, the work shall first be offered to a full-time custodian regularly assigned to that building.

b. Maintenance/Groundskeeper

The work day for maintenance/grounds employees shall be determined by the Director of Operations. The work day shall not be less than eight (8) hours unless mutually agreed upon by both the employee and supervisor. For those hired prior to July 1, 2010, employees shall receive 195 hours of overtime per year. All other employees shall have their overtime arranged by the Director of Operations. The work day includes two fifteen (15) minute breaks and a one (1) hour unpaid lunch unless prior arrangements are made with the Director of Operations.

2. Associates, Secretaries, & Food Service

The work day for associates, secretaries, and food service employees will be defined by their individual agreement.

Food service employees shall be paid for leaves and holidays based upon their contracted hours. If a food service employee works hours in addition to, or less than, his/her agreed hours for ten (10) consecutive days, his/her agreement will be amended to indicate the correct number of hours.

3. Transportation

The work day for the transportation employees will be determined by the Transportation Director, and will generally consist of the time required to perform the necessary pre-trip vehicle inspections, driving the specified route to pick up or drop off students, and the required post-trip vehicle inspections.

Intra-school trips will be assigned on a trimester basis. Transportation employees willing to perform such trips must sign statement of interest before each trimester. For trips that do not require specialized training, trips will be assigned on seniority basis. If there are fewer drivers than available trips, assignments will be rotated so no driver will be assigned a route until all have been given opportunity. For second and third trimesters, route assignments will begin with employee with greatest seniority that didn't previously receive a route assignment.

4. The minimum call-in emergency situations shall be one (1) hour.

ARTICLE VII

SALARIES

A. OVERTIME

For all hours in attendance and worked over forty (40) hours in one week, and on holidays or weekends, the wage rate shall be one and one half (1½) times the regular rate.

B. LEAVE, HOLIDAY, & VACATION PAY

Payment for leaves, vacation, and holidays shall be calculated as follows: Custodians and maintenance/grounds – eight (8) hours per day; associates and secretaries – number of hours normally worked per day. If an employee who works normal night shift or mid-shift (11AM – 8PM) is assigned to work day shifts at any time, the rate of pay for the day shift will be the day shift rate of pay.

C. PAYCHECKS

All employees must submit their hours worked for the pay period by using time cards or a time clock system. All hours must be reviewed and approved by the employee's supervisor.

Unless otherwise stated in this Article, employees will receive pay for the hours worked during the pay period on the subsequent payday.

Paychecks will be disbursed on the 13th and last business day of the month. Transportation employees will be paid on the last business day of the month. If the 13th falls on a Saturday, Sunday, or holiday, the employee's pay check will be dated for, and disbursed on, the next regular workday. Employees hired after June 30, 2007 shall be required to make use of direct deposit for their pay, subject to the provisions of the laws of the State of Iowa.

Secretaries and Food Service employees will receive one twenty-fourth (1/24th) of their estimated annual pay each payday beginning with the first September payday and concluding with the last payday in August. Upon termination of employment or the conclusion of the days served for the contract year, the Board will recalculate the annual pay based on actual hours worked and adjust the remaining pay accordingly.

Support Staff 2017/2018 Wage Chart								
Step	Maintenance/Grounds		Custodian		Secretary			
		Maint	Grnds				w/lhs.	
1		\$ 16.53	\$ 15.32		\$ 14.80		\$ 14.83	\$ 15.13
2	0.25	\$ 16.78	\$ 15.57	0.25	\$ 15.05	0.15	\$ 14.98	\$ 15.28
3	0.25	\$ 17.03	\$ 15.82	0.25	\$ 15.30	0.15	\$ 15.13	\$ 15.43
4	0.25	\$ 17.28	\$ 16.07	0.25	\$ 15.55	0.15	\$ 15.28	\$ 15.58
5	0.50	\$ 17.78	\$ 16.57	0.25	\$ 15.80	0.22	\$ 15.50	\$ 15.80
6	0.25	\$ 18.03	\$ 16.82	0.25	\$ 16.05	0.30	\$ 15.80	\$ 16.10
7		\$ 18.03	\$ 16.82		\$ 16.05		\$ 15.80	\$ 16.10
8		\$ 18.03	\$ 16.82		\$ 16.05		\$ 15.80	\$ 16.10
9		\$ 18.03	\$ 16.82		\$ 16.05		\$ 15.80	\$ 16.10
10	0.23	\$ 18.26	\$ 17.05	0.23	\$ 16.28	0.35	\$ 16.15	\$ 16.45
11		\$ 18.26	\$ 17.05		\$ 16.28		\$ 16.15	\$ 16.45
12		\$ 18.26	\$ 17.05		\$ 16.28		\$ 16.15	\$ 16.45
13		\$ 18.26	\$ 17.05		\$ 16.28		\$ 16.15	\$ 16.45
14		\$ 18.26	\$ 17.05		\$ 16.28		\$ 16.15	\$ 16.45
15	0.23	\$ 18.49	\$ 17.28	0.23	\$ 16.51	0.40	\$ 16.55	\$ 16.85
16		\$ 18.49	\$ 17.28		\$ 16.51		\$ 16.55	\$ 16.85
17		\$ 18.49	\$ 17.28		\$ 16.51		\$ 16.55	\$ 16.85
18		\$ 18.49	\$ 17.28		\$ 16.51		\$ 16.55	\$ 16.85
19		\$ 18.49	\$ 17.28		\$ 16.51		\$ 16.55	\$ 16.85
20 & over	0.23	\$ 18.72	\$ 17.51	0.23	\$ 16.74	0.50	\$ 17.05	\$ 17.35

Support Staff 2017/2018 Wage Chart								
Step	Food Service			hired after	Associates		Transportation	
			w/lns.	07/01/08				
1		13.62	\$ 14.12	\$ 12.60		\$ 13.23		\$ 1,248.00
2	0.15	13.77	\$ 14.27	\$ 12.75	0.20	\$ 13.43	\$ 21	\$ 1,269.00
3	0.50	14.27	\$ 14.77	\$ 13.25	0.20	\$ 13.63	\$ 25	\$ 1,294.00
4	0.15	14.42	\$ 14.92	\$ 13.40	0.20	\$ 13.83	\$ 30	\$ 1,324.00
5	0.15	14.57	\$ 15.07	\$ 13.55	0.25	\$ 14.08	\$ 33	\$ 1,357.00
6	0.15	14.72	\$ 15.22	\$ 13.70	0.25	\$ 14.33	\$ 35	\$ 1,392.00
7		14.72	\$ 15.22	\$ 13.70		\$ 14.33		\$ 1,392.00
8	0.12	14.84	\$ 15.34	\$ 13.82	0.22	\$ 14.55	\$ 35	\$ 1,427.00
9		14.84	\$ 15.34	\$ 13.82		\$ 14.55		\$ 1,427.00
10	0.25	15.09	\$ 15.59	\$ 14.07	0.30	\$ 14.85	\$ 35	\$ 1,462.00
11		15.09	\$ 15.59	\$ 14.07		\$ 14.85		\$ 1,462.00
12		15.09	\$ 15.59	\$ 14.07		\$ 14.85		\$ 1,462.00
13		15.09	\$ 15.59	\$ 14.07		\$ 14.85		\$ 1,462.00
14		15.09	\$ 15.59	\$ 14.07		\$ 14.85		\$ 1,462.00
15	0.23	15.32	\$ 15.82	\$ 14.30	0.35	\$ 15.20	\$ 45	\$ 1,507.00
16		15.32	\$ 15.82	\$ 14.30		\$ 15.20		\$ 1,507.00
17		15.32	\$ 15.82	\$ 14.30		\$ 15.20		\$ 1,507.00
18		15.32	\$ 15.82	\$ 14.30		\$ 15.20		\$ 1,507.00
19		15.32	\$ 15.82	\$ 14.30		\$ 15.20		\$ 1,507.00
20 & over	0.50	15.82	\$ 16.32	\$ 14.80	0.42	\$ 15.62	\$ 45	\$ 1,552.00

ARTICLE VIII**EFFECTIVE DATE**

This contract shall be effective on the 1st day of July, 2017, and thereafter shall remain in force and effect until the 30th day of June, 2018.

ARTICLE IX

SIGNATURE ENDORSEMENTS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and/or their respective chief negotiators, and their signatures are placed thereon on the _____ day of _____, 2017.

ASSOCIATION

BOARD OF EDUCATION

BY _____
D'Arcy Ver Beek, President

BY _____
Thomas A. Richardson, President