

MASTER CONTRACT

ANAMOSA COMMUNITY
SCHOOL DISTRICT

AND

SECRETARIAL/PARAEDUCATOR
ASSOCIATION

JULY 1, 2016 – JUNE 30, 2017

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Attachment to the Master Contract, Definitions

NOTICE OF NONDISCRIMINATION

It is the policy of the Anamosa Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Superintendent Lisa Beames, 200 S. Garnavillo Street, Anamosa, IA 52205, 319-462-4321, lbeames@anamosa.k12.ia.us

LEAVE FOR PERSONAL ILLNESS OR DISABILITY

A. Accumulative Benefits

Employees shall be granted sick leave without loss of salary according to the following schedule:

1st Year of Employment	10 days
2 nd Year of Employment	11 days
3 rd Year of Employment	12 days
4 th Year of Employment	13 days
5 th Year of Employment	14 days
6 th Year of Employment	15 days
Each Succeeding Year	15 days
Cumulative to a total of 125 days	

A new employee must report for work at least one day to receive any sick leave benefits. An employee starting after the start of the work year will have sick leave days pro-rated for the rest of the year. A returning employee will be granted the appropriate number of days at the beginning of each year. Unused sick leave may be accumulated up to a maximum of 125 days. The total amount of sick leave with full pay may not exceed the maximum stated accumulation for a given school year.

A “day” is defined as one workday regardless of full-time or part-time.

The Board shall, in each instance, require such reasonable evidence as it may desire to confirm the necessity of such leave of absence. In addition, the board reserves the right to request medical verification of the physical or mental status of an employee or an employee returning from a leave of absence to perform assigned duties. Whenever possible, elective surgeries shall be done during non-work time (summer, spring break, etc.).

An employee who has a health condition which may require an absence for more than five (5) consecutive days shall inform his/her immediate supervisor as soon as practical so arrangements may be made for an effective transition of responsibilities to a qualified substitute. The employee shall return to work as soon as the attending doctor determines the individual is capable of performing work.

The Board may request an employee absent from work to provide evidence of the attending physician relative to employee’s condition.

The Board may request medical evidence that an employee is capable of performing duties when the administration has a serious concern of the individual’s physical or mental health.

Should the personal illness occur after or extend beyond the accumulated allowance, the employee may make a request to the Board to be placed on a leave of absence without pay.

A. Worker's Compensation

If an employee is eligible to receive Workers' Compensation benefits, and is informed of and elects to receive full pay, then a full day of sick leave shall be deducted for each day of absence. If the employee elects not to receive full pay during the time they are receiving Workers' Compensation benefits, they will receive their Workers' Compensation payment directly from the Workers' Compensation carrier and no accrued leave will be deducted.

C. Notification of Accumulation

Each employee shall acknowledge the number of accumulated personal illness or disability leave days no later than September 15 of each school year on a form provided by the board and sent to the employee prior to September 15.

TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

1. An employee may be granted a maximum of two (2) days of personal leave annually for purposes that cannot be taken care of normally outside of scheduled work hours on a day school is not in session. A maximum of two employees per building may be absent at a time for the purpose of personal leave. It will be based on a "first come" basis.
2. Personal leave shall not be granted for absence on contract days immediately preceding or following a vacation or holiday period established in the school calendar, or during the first five (5) or last five (5) days of the school year except for emergencies. When emergencies occur, the superintendent must approve the leaves.
3. A request for personal leave shall be submitted to the employee's supervisor, in writing, at least forty-eight (48) hours prior to the date of the requested absence. The request shall include the general purpose for the leave.
4. One (1) unused personal leave day may be carried over to the next school year resulting in a maximum of three (3) personal leave days in a contract year.

B. Jury

An employee who is called for jury duty or is subpoenaed for a court appearance shall promptly notify his/her supervisor. The supervisor shall excuse the employee from work

for the time required to serve or appear. The employee shall receive his/her regular pay while excused. Any fees or remuneration the employee receives from other sources while excused shall be turned over to the district. Employees shall not be paid if subpoenaed to appear in cases involving the employee or a member of the employee's family as a party unless the case is one where the district has the duty to defend the employee under Chapter 613A of the Code of Iowa. When an employee is excused from jury duty or from testifying, either temporarily or permanently, the employee shall promptly report back to work and notify his/her supervisor. Failure to return to work will result in loss of pay.

C. Bereavement

1. A leave of not more than five (5) days, with no loss in pay, shall be granted in the event of a death in the employee's immediate family. "Immediate family" shall be construed to include: parent, surrogate parent, child, surrogate child, spouse, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any person who was a member of the employee's household at the time of death.
2. A leave of not more than two (2) days, without loss of pay, shall be granted to attend the funeral of a relative of the second degree (i.e., grandparent, grandchild, uncle, aunt, niece, nephew, first cousin, brother-in-law, and sister-in-law). An additional day may be granted, at the discretion of the Superintendent, upon request by the employee.
3. The employee shall request approval for bereavement leave from his/her Supervisor. Request may be oral or written. The Superintendent has the authority to grant one day of bereavement leave for other personal situations on a case-by-case basis, if personal leave has been exhausted.
4. Absence up to two (2) hours, with no loss in pay, shall be granted to attend other funerals.

D. Illness in Immediate Family

A leave of not more than five (5) days per year may be granted an employee for absence due to the illness of a member of the employee's immediate family parent, child, spouse, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law or any person who is living in the employee's household at the time of the illness. Such leave shall be deducted from the employee's sick leave. Requests for approval of said leave shall be directed to the building principal.

If an emergency situation arises where an employee has used all leave available to them, the employee may request up to five additional family illness days for extended family illness. The request should be made in writing to the superintendent. If a substitute is hired, the employee must pay for the cost of the substitute.

- E. Special Leave (Emergency)
An employee may be granted one (1) day of special leave annually for just cause of an emergency nature and as approved by the Superintendent.

HEALTH INSURANCE

A. Eligibility

To be eligible for district paid health insurance, personnel must be employed for a minimum of forty (40) hours per week. Employees that work less than forty (40) hours per week but thirty (30) hours or more per week shall be eligible for prorated district paid health insurance. Part-time employees who work at least twenty (20) hours per week but less than thirty (30) hours per week may purchase health insurance, at their own expense, offered by the district. All employees are eligible to participate in the Vision Discount Program when offered by the district. All employees hired prior to July 1, 2009 will maintain their eligibility for health insurance coverage for 30 hours or more.

B. Individual Premium

The district will pay the board approved \$1,500 deductible, single health premium for eligible employees. The additional premium cost for an alternative plan sponsored by the district will be deducted from the salaries of non-certified personnel.

C. Start of Coverage

Insurance coverage will begin on the first day of the next month following employment and end with the last day of the last month of employment.

If an employee does not choose coverage at beginning employment date, coverage will be based upon health provider's decision.

EMPLOYEE HOURS & WORK YEAR

A. Work Year

1. The work year shall vary according to job classification. Employees shall work the number of days prescribed in their individual letters of employment.
2. The district reserves the right to unilaterally increase the number of contract days with pay.

B. Hours

1. The length of the workday shall vary according to the job classification. Employees shall work the number of hours prescribed in their individual letters of employment.
2. The district reserves the right to unilaterally increase the length of the workday with pay.

C. Make-Up Days for Building Secretaries and Paraeducators

1. Secretaries and paraeducators shall not report to work on days when all schools are cancelled except at the specific request of their building principal.
2. Secretaries and paraeducators shall report to work at their assigned buildings on all school make-up days.
3. Secretaries may, with the approval of their building principal, add at the end of their contract year some or all days missed due to the closing of school and not made up by the district.

D. Early Dismissal for Building Secretaries and Paraeducators

When the district has early dismissal on the day before a holiday break, secretaries and paraeducators on duty at the time of dismissal will be dismissed one (1) hour early with no loss in pay.

E. Emergency Early Closing and Late Start

1. When it is the superintendent's decision to dismiss school early for emergency reasons, secretaries and paraeducators shall be excused within one hour of student dismissal at no loss in pay.
2. When it is the superintendent's decision to delay the regular school starting time for emergency reasons, the secretaries and paraeducators shall report at the appropriate time in relationship to the start of school at no loss in pay.

F. Work Day/Overtime

Work hours will be assigned by the Supervisor. All hourly paid employees shall be required to utilize a time sheet; however, weekly pay will be based on assigned hours only, unless prior authorization to deviate from such hours has been obtained from employee's Supervisor. All pay will be computed on the basis of 1/4-hour increments.

Individuals reporting in after assigned start time or out prior to assigned quitting time shall be deducted that time from their day's total. When an employee is absent from work for less than one work day and the employee does not use accrued leave for such absence, the employee's pay will be reduced or the employee will be placed on leave without pay if:

- The employee has not sought permission to use paid leave for this partial-day absence,
- The employee has sought permission to use paid leave for this partial-day absence and permission has been denied,
- The employee's accrued paid leave has been exhausted, or

- The employee chooses to use leave without pay.

In each case in which an employee is absent from work for part of a work day, a deduction from compensation will be made or the employee will be placed on leave without pay for a period of time which is equal to the employee's absence from the employee's regularly scheduled hours of work on that day.

All full-time employees will take an unpaid lunch break during the workday, which is a minimum of 30 minutes in length.

Overtime will be paid on the basis of time-and-a-half for hours over forty (40) hours/week. All over-time must be authorized by the supervisor/principal in advance, except in an emergency.

EVALUATION PROCEDURE

- A. Each employee shall be evaluated a minimum of once every two years. The evaluation will be conducted by the immediate supervisor and/or persons designated by the Superintendent.
- B. The evaluator and the employee shall meet at a mutually agreeable time within ten (10) working days following any formal evaluation.
- C. Both parties shall sign the written evaluation and a signed copy shall be given to the employee. The employee's signature does not necessarily mean agreement.
- D. The employee shall have the right to submit an explanation or other written statement regarding any evaluation inclusion in her/his personnel file. Any written statement by the employee shall be made within ten (10) working days of the evaluation conference and shall become a permanent part of the his/her personnel file.
- E. If corrective action is required, the behavior to be corrected must be specified.

COMPLAINTS

Any complaints by parents, the public or as a letter of reprimand directed toward an employee that are placed in their personnel file are to be called to the employee's attention in writing within ten (10) days of the complaint. If corrective action is required, the behavior to be corrected must be specified. Suggestions for improvement may be made.

The employee shall have the right to submit an explanation or other written statement regarding any evaluation inclusion in his/her personnel file. Any written statement by the employee shall be made within ten (10) working days of the evaluation conference and shall become a permanent part of his/her personnel file.

SUPPORT STAFF COMPLAINTS

If any employee claims a Board policy or an administrative rule has been in violation, within five days of the alleged violation, the individual shall first discuss the complaint with his/her immediate supervisor. If the complaint is unresolved at the supervisory level, the employee shall discuss the complaint with the Principal. If the complaint is not resolved, the employee shall next place the complaint in writing within five days of the discussion with the Principal, and discuss it with the Superintendent. If the complaint continues ten days following the discussion with the Superintendent, the employee may ask to have the item placed on the agenda for the next meeting of the Board. The decision of the Board shall be final.

PROBATION PERIOD

- A. Newly hired personnel will be probationary for ninety (90) work days. They will obtain a physical, which must certify to capability to accomplish job.
- B. Any employee receiving less than "satisfactory" rating on an evaluation shall be considered on probation. The employer has the right to terminate any employee herein covered if conditions so warrant such action.
- C. Recall rights shall not include another ninety (90) day probationary period.

ASSIGNMENT AND TRANSFER PROCEDURES

A. Assignments of Employees

An employee shall be given written notice of his/her assignment for the forthcoming year by May 15. Changes in assignment may be made as the Superintendent deems necessary, except the Superintendent to give notice to the employee as soon as possible and no assignment changes can be made in an arbitrary and capricious manner.

B. Job Vacancy

- 1. If two (2) or more hours are added to a current position or fundamental duties of a position change, it will be considered a new position and will be posted as a new position.
- 2. When a job is determined by the superintendent to be vacant, a notice of vacancy will be published, including any special job or qualification requirements, internally and externally when deemed appropriate.
- 3. An employee seeking a transfer or change in assignment to fill a vacancy must make written application, including a current resume and letter of application,

within the five day posting period indicating their desire to transfer into the vacant position.

4. No candidate for the vacancy shall be formally interviewed during the five (5) day period following publication of the notice of the vacancy.
5. The district shall consider all applications by staff along with other applications and shall assign to the vacancy the applicant considered by the superintendent and immediate supervisor to be the most qualified for the position.

C. Involuntary Transfer

A notice of involuntary transfer to another position shall be given in writing as soon as practical. This shall be done only after a meeting between the employee, his/her supervisor and/or the superintendent.

D. Summer Vacancies

Notices of vacancies occurring after May 1 and before the first student day of attendance in the fall shall be distributed to all employees by school email. Employees must notify the Central Office within five (5) days of the date of the email to be considered for the position. It shall be the responsibility of the employee to check their school email for possible notice of vacancies.

STAFF REDUCTION PROCEDURES

A. Termination and Reduction

Whenever the district abolishes or reduces a position, the district will consider qualifications then seniority to determine the employee to be retained.

B. Seniority

Seniority shall be measured in terms of years of continuous employment in this system from the date/time the employee's first contract was signed and returned by the employee.

C. Recall

1. An employee whose employment is terminated or reduced due to staff reduction will be notified for two years of openings for which he/she is qualified as determined by the superintendent.
2. A recalled employee shall be placed in that step of the salary scale where he/she would have been the next year following his/her termination if said termination had not taken place.

3. A recalled employee shall retain the accumulated leave for illness or disability he/she held at the time employment was terminated.
4. If an employee that has been notified of a recall turns down a position, they lose their recall rights unless it is mutually agreed that the position is not an appropriate assignment.

RESIGNATION OR TERMINATION

Fifteen (15) days notification from either the district or the employee must be given for termination due to staff reduction or resignation only. The employer shall provide written notice on or before April 30th to each employee whose employment is to be terminated at the end of the contract year due to staff reduction.

HEALTH PROVISIONS

A. Physical Examination

1. The district may require a physical examination when, in the district's judgment, such an examination is relevant to the employee's continued employment.
2. The district may select the examining physician, and the district shall pay the cost of the required examination.

COMPENSATION

A. Longevity Pay

Employees shall receive longevity pay for each five (5) years of continuous service. Qualified secretaries and paraeducators will receive twenty-five (25) cents per hour.

B. Severance Pay

An employee, who does not qualify for the district's early retirement plan and is considered at least half time for his/her employment group, is eligible for severance pay at retirement. The employee must have worked at least fifteen (15) continuous years for the district and be at least age fifty-five (55) at the time of retirement to receive this pay. It shall be based on the days of sick leave accumulated by the employee at the time of retirement. The severance pay shall be granted at the rate of fifteen percent (15%) of the per diem substitute pay for the employee group, at the time of retirement, up to a maximum of \$750.

C. Pay Periods/Time Sheets

The hourly wage for each employee covered by this agreement shall be converted to an annual salary figure. Employees may elect to receive their annual salary in either ten (10) or twelve (12) equal monthly installments beginning in September of any fiscal year. Employees hired after July 1, 2011, will receive their annual salary in twelve (12) monthly installments beginning in September of any fiscal year. Once an employee elects the 12-month option, they may not change to the 10-month option. When all employees are on the 12-month option, any and all references to the 10-month option will be removed from the next Master Contract.

An employee retiring from the District may elect to receive all salary owed in June but is not required to do so.

All authorized payroll deductions shall be stated in annual amounts. For those employees electing the ten (10) month pay option, the deduction shall be made in ten (10) equal monthly installments; and for those electing the 12-month option, the deduction shall be made in twelve (12) equal monthly installments.

An employee must notify the Central Office in writing by March 1st of the pay option she/he has selected for the next fiscal year.

A reduction in salary due to absence without pay or an increase due to additional hours worked shall be reflected in the salary paid in the month following the month in which the event occurred.

**2016 - 2017
WAGES**

Secretaries/Paraeducators

A. Secretaries

(Probationary - 1 st 90 days)	\$13.56
(Starting 91 st Day)	\$14.11

B. Paraeducators

(Probationary - 1 st 90 days)	\$11.80
(Starting 91 st Day)	\$12.38

Spec Ed Paraeducators (\$.18 flat rate added to the base)

+ .25 longevity per 5 years of employment

Substitute Pay

A. Secretaries	\$ 9.60
B. Paraeducators	\$ 9.35

When a paraeducator becomes a certified Paraprofessional Generalist their rate of pay will increase by .25/hour. If the paraeducator goes on and becomes certified as a Paraprofessional Specialist, their rate of pay will increase by an additional .50/hour. This additional increase only pertains to the first Specialist certification they receive unless their job qualifications change and other certification is necessary.

ATTACHMENT TO THE MASTER CONTRACT

DEFINITIONS

Definition of Qualifications:

For the purposes of a new, vacated, terminated, or transfer position, the Master Contract shall define qualifications to include years of service, individual behavior training and educational experiences, certification(s), and previous performance. Placement should always strive to meet the best needs of the student(s) and/or programs.

Until such time as the State of Iowa or Anamosa Community School District mandates that certification be required, certification may not be used as the sole criteria for elimination or transfer of any position.

Definition of Covered Employees:

All references to the covered employees of the Anamosa Secretarial/Paraeducator Association shall include all full-time and part-time secretaries and paraeducators of the District, except: Central Office secretaries, health assistant, study hall supervisor, and transportation escorts (employees not on secretary and paraeducator seniority lists).

