

2017 - 2020

**COMPREHENSIVE AGREEMENT BETWEEN
JOHNSTON EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION**

And

JOHNSTON COMMUNITY SCHOOL DISTRICT

Effective July 1, 2017

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ARTICLE I

PREAMBLE

The Johnston Community School District, also known as the "Employer" and the Johnston Educational Support Personnel Association, also known as the "Association", have reached certain understandings which they desire to confirm in this Agreement: therefore, it is agreed as follows:

ARTICLE II

RECOGNITION

A. Unit

The Employer hereby recognizes the Johnston Education Support Personnel Association, an affiliate of the Johnston Education Association, Iowa State Education Association and the Polk Uniserv Unit, as the certified and exclusive and sole bargaining representatives for personnel as set forth in the Public Employment Relations Board (PERB) certification instrument (Case 797) issued on the 24th day of August, 1976, and as amended by PERB Case 1202, June 8, 1978.

The Unit described in the above certification is as follows:

INCLUDED:

All support staff, including associates, nutrition staff, and custodians.

EXCLUDED:

Superintendent, principals, board secretary, administrative secretaries, high school guidance counselor's secretary, all professional employees, enrollment specialist, technology help desk specialist, and all Directors of Support Services and all those excluded by Section 4 of the Act.

B. Definitions

1. The term "Employer" as used in this agreement shall mean the Johnston Community School District or its duly authorized representatives.
2. The term "Employee" as used in this Agreement shall mean all Johnston Educational Support Personnel Association members represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this Agreement shall mean the Johnston Educational Support Personnel Association or its duly authorized representatives or agents.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1

Purpose

The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of Employee grievances and disputes over alleged violations of this Agreement. There shall be an attempt to resolve informally or at the earliest possible stage of all grievances. Informal settlements in any stage shall bind the immediate parties to the settlement but shall not serve as a precedent in any other grievance proceeding.

Section 2

A "grievance" is a claim by an employee or group of employees that there has been a misinterpretation, violation, or misapplication of any provision of this agreement.

Section 3

- a. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.
- b. An aggrieved person may be represented at all levels of the grievance procedure by himself/herself or at the Employee's option, by a representative selected or approved by the Association. When an Employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest.
- c. All meetings and hearings shall be conducted in PRIVATE and shall include only witnesses, the parties in interest, and their designated or selected representatives.
- d. The failure of an employee (or, in the event of an appeal to arbitration, the association) to act on any grievance within the prescribed time limits (within ten calendar days) 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 grievant to proceed to the next level. The time limits, however, may be extended by mutual agreement. All time limits shall consist of calendar days.
- e. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instruction program and related work activities of the grieving employee, other employees, or the employer.

Section 4

- a. First Level - Within ten (10) calendar days of the date of the alleged violation, the employee shall notify the principal or his/her immediate supervisor of his/her request for an informal discussion on the alleged grievance. The principal or immediate supervisor shall set a date and time for the informal discussion to be held not later than ten (10) calendar days after the notification.
- b. Second Level - If the grievance cannot be resolved informally at Level 1, the aggrieved Employee shall file the grievance in writing. Official grievance forms can be obtained in all building offices. The grievance should be filed with the same supervisor as in level one within ten (10) calendar days from the date of the informal discussion. The supervisor shall at the time of receipt of the written grievance, set a time and date to discuss the matter. (See Appendix A following Article XXV).

The supervisor shall make a decision on the grievance and communicate it in writing to the employee and to the superintendent or his/her designee within ten (10) calendar days after the receipt of the written level 2 grievance.

The written grievance shall state the nature of the grievance, shall note the specific clauses of the agreement allegedly violated, and shall state the remedy requested.

c. Third Level - In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved employee shall file, within seven (7) calendar days of the written decision at the second level a copy of the grievance with the superintendent. Within ten (10) calendar days after such written grievance is filed, the aggrieved and the superintendent shall meet to resolve the grievance. The superintendent shall file an answer within ten (10) calendar days of the third level grievance meeting and communicate it in writing to the employee and the Association. The employee is to notify the employer of his intention to proceed to arbitration within ten (10) calendar days after he/she has received an answer to his/her grievance from the superintendent.

d. Fourth Level - If the employee is not satisfied with the disposition of the grievance, there shall be available a level 4 consisting of binding arbitration. The parties will try to agree on an arbitrator. If they cannot agree, then either party may request the Iowa Public Employment Relations Board (PERB) to recommend a list of five (5) arbitrators from which each party will strike two names. The parties will flip a coin to determine who will strike first and the remaining listed person shall serve as the arbitrator for the purpose of rendering a binding opinion to the parties. No grievance may be appealed to this stage without the approval of the JESPA.

The arbitrator's decision shall be in writing and shall set forth his/her rationale and conclusions on the issues submitted. The arbitrator's decision shall be made within fifteen (15) calendar days after the close of the arbitrator's hearings unless otherwise specified by the arbitrator. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the agreement.

Section 5

Other General Provisions

- a. No punitive action or negative recommendation shall be based on anyone's participation in a grievance procedure.
- b. Records of grievance procedures are not to be kept in employee's personnel file, but they may be kept in a separate grievance file.
- c. The aggrieved party may withdraw his/her written grievance at any level in the procedure.
- d. Grievances shall be handled as rapidly as justice will allow, but the number of days allotted for any level in the procedure may be extended by mutual agreement.
- e. In the event that a grievance is filed when the end of the school year would interfere with the processing of the grievance through all the levels and if the unresolved grievance would result in irreparable damage to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the various levels may be exhausted prior to the end of the school year or not later than thirty (30) calendar days thereafter. Eleven (11) or twelve (12) month employees are excepted from this provision.
- f. Election of remedies - If the Association or any employee files any official claim or complaint in any form other than the grievance procedure of this agreement, then the employer shall not be required to process the same claim or set of facts through the grievance procedure.

g. The fees and expenses of the arbitrator shall be borne equally by the employer and the Association. Any other expenses incurred shall be paid by the party incurring it.

ARTICLE IV

PRINTING OF AGREEMENT

The employer shall provide electronic access to the current agreement on “Employee On-line” located on the District web page under Staff. The employer shall print enough copies for all building and department representatives. Such printing shall be at the expense of the employer.

If the association desires additional copies, it shall indicate such need to the employer within thirty (30) days after the agreement is signed by all parties and shall pay the cost of printing such additional copies.

It is the employer's responsibility to provide new employees with a copy of the master contract on the date of employment.

ARTICLE V

NOTICES

Whenever a notice is required to be given by either of the parties to this Agreement to the other, they shall do so by certified letter or other mutually agreed methods of communication, as follows:

a. If the notice is to be given by the employer to the association:

Polk Suburban UniServ Unit
777 3rd Street, Suite #114
Des Moines, IA 50309

b. If the notice is to be given by the association to the employer:

Johnston Community School District
P.O. Box 10
Johnston, IA 50131

ARTICLE VI

DUES DEDUCTION

A. Policy on Dues Deduction

Authorization

1. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing payroll deduction of Association dues.

Regular Deduction

2. Employees shall have one-ninth (1/9) of the total dues deducted from regular salary checks each month beginning in October of each year.

Prorated Deduction

3. Employees, who begin dues deduction after October 31, will have the total dues prorated on the basis of the remaining months of employment. No employee may request dues deduction, tax-sheltered annuities, or credit union deduction via payroll deduction after February 1 of the current contract year.

Duration

4. Such dues deduction authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the employer and association. Association dues will be made by payroll deduction until such time that a request is made in writing from the employee to discontinue such deductions.

Transmission of Dues

5. The employer shall transmit to the Association the total monthly deduction for dues within ten (10) days following each regular pay period, and a listing of the employees for whom the deduction was made.

Costs to Association

6. No costs shall be assessed to the Association for the dues collection process.

Employer Liability Exemption

7. The Association agrees to indemnify and hold harmless the Employer, the Board, and the Board's authorized representatives, from any and all claims, costs, suits or other forms of liability that might arise out of the Employer agreeing to make dues deduction on behalf of the Association.

Other Payroll Deductions

8. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, financial institutions (banks or credit unions), savings bonds, charitable donations, insurances, and any other program approved by the Board and the Association.

Payroll deductions shall be transferred to the specified institution in a timely manner.

ARTICLE VII

EVALUATION PROCEDURES

1. All new employees shall be formally evaluated at least once a year in each of the employee's first two (2) years of employment by the building principal, associate principal, dean, department director, assistant director or production manager. This process will include one formal observation. All evaluators will complete a state-approved or district-approved evaluation training program.

2. All other employees, except those referred to in Section 1 above shall be formally evaluated at least once every other year completed by April 15th. This process will include one formal observation. The principal and/or department director may schedule other formal evaluations at any time. Employees may request an additional, formal evaluation by making a written request to the building principal or department director prior to February 1st in any year and such additional, formal evaluation shall be made by the building principal, associate principal, licensed Behavior Interventionist or department director.

3. Evaluation of employees by the employer shall not be limited in any way at other times of the year, nor in any manner. The employer may evaluate through general observance, other written methods, verbal communications, or other methods, or a combination of methods the employer so chooses.

4. A copy of the written, formal evaluation shall be given to the employee. Both the employee and the employer shall sign the evaluation and forward a copy to be kept in the employee's personnel file. The employee shall have the right to respond to the written evaluation in writing and have the response placed in his/her file. The employee's signature on the written evaluation shall in no way signify agreement with the evaluation and shall serve only as an acknowledgement. If a non-probationary employee does not agree with the employer's evaluation, the employee may request a review of his/her performance utilizing a team approach. This request must be made in writing to the evaluator within five (5) days of receipt of the final evaluation. The review team shall consist of two individuals--the evaluator and a Johnston School District administrator--mutually agreed upon by the employee and the evaluator. If mutual agreement cannot be reached, the superintendent or his/her designee shall appoint the administrator for the team review. After the review, the employee may grieve the evaluation.

The evaluation will be sustained unless it is not based on the procedures of this article or is without basis of fact.

5. A consistent evaluation form shall be used for all departments across the district. Any changes to the form will be mutually agreed between the district and the Association. See Appendix B.

6. Any classified employee whose performance is not satisfactory at any point or who received a "does not meet" rating on the evaluation will work with the supervisor to develop an individual improvement plan. See Appendix C.

ARTICLE VIII

JOB CLASSIFICATION

Full-time Employees:

A full-time employee is one whose regular paid job assignment or paid work duties total thirty (30) or more hours per week.

Part-time Employees:

A part-time employee is one whose paid job assignment or paid work duties total less than thirty (30) hours per week.

Additional Explanation:

No part-time employee temporarily working more than thirty (30) hours per week shall be classified as a full-time employee during that temporary work assignment.

Temporary in the above paragraph is intended to mean that time period an employee may work outside his/her regular work assignment. Existing employees shall be paid for temporary work assignments at the higher rate of the two positions following a consecutive two (2) week period of work.

Summer Work Employees:

Employees covered under this agreement during the regular school year and work as summer help during the time school is not in session in a different capacity than their regular school year employment, would be paid at the rate of eighty (80) percent of the top step in the appropriate salary classification or the hourly rate of pay received in the school year previous to the summer employment, whichever is greatest.

ARTICLE X

TRANSFERS

DEFINITION

The movement of an employee from one building, department classification, route or other designated work assignment on a permanent work assignment basis, shall be considered a transfer.

Voluntary Transfers

1. Employees desiring a change to any available, open position for which they are qualified, should submit a request to transfer electronically (online) when the position is posted.
2. Employees who voluntarily transfer from one salary classification to another will enter the new classification at the step closest to, but not less than, their current salary.

Involuntary Transfers

1. An involuntary transfer may be made at any time as a result of a change in programming, a change in the number of pupils in an attendance area, resignation of staff, school building construction programs, or Board approved program notifications.
2. An involuntary transfer shall be made only after a meeting has been held between the employee involved and the superintendent, or his/her designee.
3. Employees who are involuntarily transferred from one salary classification to another will move laterally, and occupy the same salary step in the new classification for the same number of contracted hours for the remainder of the fiscal year.

Procedures

1. An employee involuntarily transferred shall be notified of such transfer as soon as possible, but no later than ten (10) days before such a transfer is made unless an emergency situation dictates otherwise.

2. A written statement explaining the reasons for the involuntary transfer shall be presented to the employee with a notice of the transfer.
3. Notices of job openings shall be posted electronically to each employee's district e-mail for a period of five (5) working days.
4. Voluntary, qualified transfers shall take precedence over involuntary transfers for the position available.

Appeals

In the event that the employee objects to an involuntary transfer on the basis of the reasons provided to the employee, the employee may appeal the involuntary transfer within twenty (20) calendar days of the meeting listed in # 2 of the involuntary transfer language. The appeal should be directed to the superintendent, or his/her designee, who shall meet with the employee and discuss the matter.

ARTICLE XII

IN-SERVICE TRAINING

- A. In-service training is defined as training provided by the employer to employees during the service year.

An in-service advisory committee, to include both administrative and employee representation, shall be appointed by the employer for the purpose of making recommendations for improvement of the District's in-service training program.

Such recommendations to the District emanating from the advisory committee shall be given consideration within the constraints of content, timing, and budgeting considerations.

- B. Continuing Education

The employer encourages all employees to seek out opportunities for professional improvement. An employee shall submit written requests for such professional improvement opportunities to his/her appropriate, immediate supervisor for approval. Initially, any costs associated with these professional improvement opportunities shall be paid by the employee.

- C. Reimbursement

The employer shall reimburse employees for approved expenses related to professional improvement as described above, a maximum of \$300.00 per master contract year and such reimbursement shall be limited to tuition, books, course materials and supplies, and transportation outside the school district.

ARTICLE XIII

HEALTH PROVISIONS

Physical Fitness - Continuing Employees

The Employer shall pay up to \$65.00 for employees who are required to have physical examinations on an annual basis.

It is understood that the employee must first submit charges for physical examinations to the insurance carrier in affect at the time of the claim. The employer shall reimburse the employee, subject to the provision above, for out of pocket expenses above and beyond payments made by the insurance carrier.

ARTICLE XIV

SAFETY PROVISIONS

1. Free off-street parking facilities shall be provided to all employees where such parking facilities are available.
2. The Employer will make an effort to provide and maintain safe working conditions for the employees. The Association will cooperate in this effort and will encourage all employees to work in a safe manner.
3. Employees shall immediately report cases of assault suffered by the employee in connection with their employment to their immediate supervisor and to the Association. Such assaults shall be reported to the police by the employee if the employee wishes.
4. No employee shall be asked or required to search for a bomb in case of a bomb threat.
5. If an employee is required by the Employer to wear a uniform (food service excepted) or use protective clothing or any kind of protective device, such uniform or device shall be provided by the Employer.

ARTICLE XV

HOLIDAYS

A. The following holidays will be paid to all personnel covered by this agreement, providing the employee's contract of employment covers the period of indicated holidays:

New Year's Day
Memorial Day
July 4th (12 month employees only)
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve (12 month employees only)
Christmas Day

B. Current personnel, who are employed during the summer months, shall receive the July 4th holiday as if he/she were a twelve-month employee.

C. If an employee is required to work on a designated holiday, he or she shall be paid at a time and one half rate. Whenever any holiday falls on a Saturday, the previous Friday shall be observed. If a holiday falls on a Sunday, the following Monday shall be observed. If a holiday falls on an employee's regularly scheduled day of vacation, he or she shall be compensated with an additional day off.

D. **Optional Holidays (12 month employees only)**

1. There shall be one day for an "optional holiday" selected by the employee. This holiday shall not be taken on a school day when students are in attendance.

2. The holiday will be selected by the employee and approved by the immediate supervisor ten (10) working days prior to the holiday requested. The 25% vacation rule would apply to request this day off. (See Article XIX-Vacations).

3. Should there be some scheduled event such as a ball game that will be in a given building on this selected holiday, then two persons must be present to take care of the affair. Working at such an event will be the option of the senior men/women in that building. If such a conflict should come about, the two persons on duty shall have another day selected by them for their "optional holiday".

ARTICLE XVI

WORK YEAR

1. Custodian - (12 months)

The work year shall consist of the actual workdays in any contract year and shall include holidays and vacations.

2. Secretarial, Library and Teacher Associates, Study Hall Supervisors and Health Associates

a. "School Year Employment"

The work year for this group shall consist of 180 days of student school days, three (3) work/professional development days and (6) paid holidays for a total of 189 days. The intent will be to place these three work/professional development days at the beginning of each school year, but may change dependent on the school year calendar.

b. "Ten Month Secretarial Associates and Middle School Counselor Secretary"

The ten month work period for these persons will commence approximately ten (10) work days before school starts and shall consist of 180 days of student school days, twenty one (21) work/professional development days, and six (6) paid holidays for a total of 207 days.

c. Lunchtime Supervisors

The work year shall consist of 180 student days plus six (6) paid holidays, for a total of 186 days.

3. Nutrition Staff

The work year for this group shall be:

a. Nutrition Staff:

180 student days, two (2) workdays, two (2) in-service days,-and six (6) paid holidays for a total of 190 days.

4. Transportation Associates

The work year shall consist of 180 student days and six (6) paid holidays for a total of 186 days. In addition, three (3) in-service days and/or two (2) workdays may be required by the employer. These in-service days may be of varying lengths of time and all personnel will be paid for the actual time worked on these required in-service days. The three (3) in-service days and two (2) workdays will not be a part of the 186 contract work days.

5. The general descriptions of "work year" are meant to be illustrative of the normal full-time contracts. Nothing in these descriptions shall prevent the Employer from exercising its sole discretion in part-time work assignments.

ARTICLE XVII

INSURANCE

A. HEALTH, MAJOR MEDICAL, LONG-TERM DISABILITY, AND LIFE

1. Each eligible employee shall be covered by a health and major medical program. Such program will be a Preferred Provider plan with a \$400 single, \$800 family deductible and 90/10 or co-insurance. Maximum out-of-pocket will be \$900 single and \$1,800 family. Coverage shall include pre-authorization. Each employee shall contribute one dollar (\$1) per month for the employee's single rate premium for the health and major medical program.

2. The Employer shall contribute One hundred Seventy-five dollars (\$175) toward the family plan per month.

3. Each employee shall be covered by a long-term disability insurance program paid for by the Employer in full.

B. DENTAL INSURANCE. Each employee shall be covered by a dental insurance plan paid for by the Employer not to exceed Fourteen Dollars (\$14) per month.

1. Deductible

- Routine oral examinations - None

- Basic dental treatment and orthodontia - \$25 per calendar year.

2. Co-insurance

- 100% of usual and customary charges for Routine Oral Examination

- 80/20% of usual and customary charges for Basic Dental Treatment

- 50/50% for prosthetic service, including crowns, bridges and gold

- 50/50% for covered charges for procedures, appliances or treatment necessary to increase vertical dimension and/or restore or maintain occlusion

- 50/50% orthodontia, for dependent children only, up to age 19

3. Maximum Payment

- \$1000 per calendar year - Orthodontia

- \$1,000 per calendar year - Basic and Routine Dental

The dental insurance plan shall permit an employee to purchase coverage for spouse and dependent children at the employee's expense.

C. Life Insurance. Each employee shall be covered by \$20,000 of life insurance. If at least twenty-five (25) employees elect to purchase supplemental life insurance, up to an additional \$200,000 of supplemental life insurance (in increments of \$10,000) can be purchased by the employee at the employee's expense with medical evidence; provided, however, that if more than 75% of the bargaining unit elects to take such

coverage, then supplemental life insurance can be purchased without medical evidence. The premium may be deducted from the employee's salary.

D. Coverage. The Employer-provided insurance programs shall be for twelve (12) consecutive months beginning July 1 in each year of the Agreement.

1. For health, major medical, dental, life and long term disability insurance plans, "employee" means full time persons who are regularly scheduled to work at least thirty (30) hours per week.
2. Employees working between 20 and 30 hours may purchase the district health insurance at the employee's expense.

E. Insurance Duration. Upon appropriate authorization from the employee, the Employer shall deduct an employee's contribution to insurance under this article.

F. Selection of Carriers. The School District shall notify the Association of carriers of employee-related insurance. If a change in carrier is being considered, the Association will be asked for recommendations and information, but any change and selection of insurance carrier remains the prerogative of the Board.

G. Insurance Committee. The Insurance Committee shall consist of three (3) members appointed by the Association and three (3) administrators or board members appointed by the Employer. The Chief Financial Officer shall serve as Chairperson of the Committee.

H. Committee Report. The Committee shall make recommendations to the Employer and the Association not later than May 1st. The recommendations shall address, without limitation, the following:

1. Medical plan design
2. Quality Care
3. Cost Containment

ARTICLE XVIII

LEAVE OF ABSENCE

a. Personal Illness

Employees shall be granted leave of absence for personal illness or injury with full pay at a rate of days per year as follows:

- | | |
|------------------------------|---------|
| 1. First year of employment | 10 days |
| 2. Second year of employment | 11 days |
| 3. Third year of employment | 12 days |
| 4. Fourth year of employment | 13 days |
| 5. Fifth year of employment | 14 days |
| 6. Sixth year of employment | 15 days |

This leave may be used in full or half day increments. Leave will be pro-rated based on the month in which contracted employment commences.

Exception: Twelve-month employees shall receive one (1) day per month for the months worked for the first, second and third year of employment. Otherwise as above.

The amount above shall apply only to consecutive years of employment in the school district and unused portions shall be cumulative to a total of one hundred and fifty (150) days. The employer may request medical proof from an employee absent for more than three (3) consecutive days due to personal illness or injury prior to the employee receiving pay for sick leave.

b. Family Illness Leave

May be used to the extent of five (5) days per school year for illness in the immediate family. Immediate family shall mean parents, stepparents, grandparents, brothers, sisters, spouse, children, stepchildren, grandchildren, father-in-law, mother-in-law, sister-in-law, or brother-in-law of the Employee. This leave may be used in full or half day increments. Leave will be pro-rated based on the month in which contracted employment commences. Use of family leave will also result in deduction from personal illness leave.

c. Bereavement Leave

Ten (10) paid days of leave per year shall be available to an Employee for the death of immediate family members, relatives, and friends. Employees may use a maximum of five (5) days per death or a maximum of ten (10) days for a spouse or child. A maximum of five (5) days per year may be used for the death(s) of non-relatives. This leave may be used in half-day increments upon the supervisor's approval. Unlike other leaves, this leave is not subject to being pro-rated. The Employer reserves the right to request documentation of funeral attendance. See below in C.1. for definition of immediate family.

d. Other Leave Provisions

Employees shall be granted leave of absence at full pay for the following:

1. Emergency Leave

One (1) day per year. Emergency leave may be used in addition to bereavement leave and personal leave, and may be used only for disaster (such as personal injury accident, property damage accident, a personal business emergency which cannot be handled during non-school hours, or Act of God), subpoena or court appearances. Emergency leave can be used for family illness if family illness leave has been exhausted.

- a. Immediate family shall mean the same as defined in Article XVIII C-1.
- b. Employees with zero emergency leave can use one (1) personal day as an emergency day without two (2) days' notice.
- c. Employees with five (5) or more years of experience will earn two (2) days' emergency leave days.
- d. Employees will be allowed to use emergency leave in half hour increments if adequate coverage is available and approved by the administrator/supervisor.
- e. Employees will be allowed to accumulate unused emergency leave to a maximum of four (4) days.
- f. Employees hired during the second semester will be granted a half day of emergency leave.

2. Personal Leave

One (1) day per year accumulating to a maximum of four (4) days used in any one year. Employees hired during the second semester will be granted a half day of personal leave. No reasons must be given on request for personal leave; however, the employee agrees to give at least two (2) working days notice prior to taking any personal day. The maximum number of employees that may be granted personal leave shall be determined by departments as they are defined in Article XI. In the Food Service and Custodial Departments, a maximum of two (2) may be granted personal leave on the same day. A maximum of three (3) JESPA personnel may be granted personal leave on the same day in all other departments. If an employee has used all available personal leave, he/she may use a personal illness leave day as a personal day under the

same restrictions as listed above. Use of a personal illness leave day as a personal day will result in deduction from personal illness leave. This leave may be used in full or half day increments.

3. Other Provisions

Full-time employees upon request to the supervisor or principal may leave one (1) hour early or arrive one (1) hour late from regular duties three (3) times per year, for doctor's or dentist's appointments or other personal business which cannot be scheduled any other time, without deduction from personal leave. This provision can be used in one-half (1/2) hour increments.

4. Family and Medical Leave Act

Employees who have been employed by the district for at least 12 months and have worked at least 1,250 hours during the last 12 months are eligible for up to 12 workweeks of leave permitted under the Family Medical Leave Act (FMLA). Employees may qualify for up to 26 workweeks of FMLA coverage to attend to a covered military service member.

During FMLA leave, the district shall continue its contribution to the cost of all benefits, including health insurance. FMLA leave and other leave provisions in this agreement that provide for paid leaves will run concurrently when regulations permit (Ex. Sick leave and FMLA leave both start with the occurrence of a serious accident). The provisions of the Family and Medical Leave Act and the regulations issued regarding it shall control the use of FMLA leave. All questions regarding FMLA leave should be directed to the Human Resources Department. Additional information can be found at the U.S. Department of Labor web site (<http://www.dol.gov/compliance/laws/comp-fmla.htm>).

5. Jury Duty

Employees of the School District may be excused for jury duty. The employees must notify Human Resources and their immediate Supervisor within two business days of receiving the notification summons. The employee must provide Human Resources a copy of the summons at which time the Human Resources office will send the Employee complete instructions on the Jury Duty process with the new Board Policy. Employees are instructed to submit a copy of the jury reimbursement check, deposit that check, and write a personal check payable to Johnston Community Schools, reimbursing the District for the stipend portion of the Jury service that occurred during the employee's contracted hours. Employees keep any mileage reimbursement.

6. Association Leave

Up to fifteen (15) days shall be available for representatives of the Association to use at its discretion. The Association shall reimburse the School District for the cost of the substitute, and there shall be no deduction from the Employee's pay or other leaves. No one person may take more than ten (10) days Association leave.

ARTICLE XIX

VACATIONS

- A. Twelve (12) month employees shall receive the following vacation periods after completing the years of service below:

Length of Employment	Days Paid Vacation
One Year	10 Days
Two Years	11 Days
Three Years	12 Days
Four Years	13 Days
Five Years	14 Days
Six Years	15 Days
Seven Years	16 Days
Eight Years	17 Days
Nine Years	18 Days
Ten Years	19 Days
Eleven Years and beyond	20 Days

Twenty-five (25) percent of employees may be on vacation at the same time during the entire year. Administrators will make arrangements to provide subs so that anyone eligible for vacation can have that vacation. Employees shall give written notice to their supervisor three (3) days in advance for approval who, in return, will provide the employee with their vacation approval within two (2) days. Where there is a conflict in requested vacation times, the selection preference shall be determined by two factors. First priority is the date the supervisor receives the request. Second priority, if dates of requests are the same, employment longevity will be the determining factor. Vacation pay shall be at the regular rate and will be paid on regularly scheduled paydays. No vacation time may be used in the five (5) days preceding the start of school unless connected to bereavement leave, needed for significant family events, or needed to address significant personal emergency. All exceptions to the restrictions described must be approved by the Director of the Human Resources Department.

Any employee whose employment with the District ends shall be compensated for the unused vacation time accumulated.

Vacation time may be taken in one-half (1/2) day increments.

A prorated portion of vacation time will be earned by all 12-month employees hired after the start of the contract year. In addition, all twelve (12) month employees will be allowed to carry over no more than one half of the annual earned amount of vacation time for that year for six (6) months. If the carried-over vacation time is not used within six (6) months (i.e. by January 1 of the next year), the employee will forfeit the carried-over vacation time.

ARTICLE XX

HOURS AND OVERTIME COMPENSATION

1. Hours

a. Custodians

The normal work hours for custodians who begin work before 12:00 PM (noon) shall be eight (8) hours per day exclusive of the 1/2 hour lunch period. The normal work hours for custodian who begin work 12:00 PM (noon) or later shall be eight (8) hours per day inclusive of the 1/2 hour lunch period. Each work day for all custodians shall include two (2) fifteen (15) minute rest breaks approximately mid-way through a four (4) hour work period.

b. Four-year-old Preschool, Health, Library, Secretarial, Special Education, Severe & Profound, and Teacher

- Employees contracted for six (6) hours or more hours shall receive a ½ hour non-paid lunch and two (2) fifteen minute breaks.
- Employees contracted for five (5) to five and three quarters (5.75) hours shall receive a ½ hour non-paid lunch and one (1) fifteen minute break.
- Employees contracted for four and three quarters (4.75) hours or less shall be given one (1) fifteen minute break. The employer may schedule a ½ non-paid lunch break.

c. Lunchtime Supervisors

The normal workday for this group shall be two and one-half (2 1/2) hours per day.

d. Transportation Associates

The normal workday for this group shall be three (3) hours per day transporting children to and from school.

e. Nutrition Staff

The workday for this group shall be dependent on their individual contracts.

Employees contracted for 7.5 - 8 hours daily shall have two (2) fifteen (15) minute breaks and a thirty-minute (30), non-paid lunch.

Employees contracted for 5.75 – 7.25 hours daily shall have one (1) fifteen (15) minute break and a thirty-minute (30) non-paid lunch.

Employees contracted for 4.25 – 5.5 hours per day shall have one (1) fifteen (15) minute break.

2. Overtime Compensation

Federal guidelines will be used in defining overtime. Individuals will qualify for overtime only if one has been in attendance for 40 hours during the week. No leave time used during the time period can be used towards the 40 hours. Overtime pay or Comp time will accumulate at 1.5 times the rate of defined compensation. Comp time must be taken during a pay period immediately following the previous pay period during which comp time was earned. Individuals must give two (2) days notice prior to taking comp time.

ARTICLE XXI

SALARY AND BENEFITS

1. Credits for Experience

It shall be the sole and exclusive right of the employer to validate and give credit for previous work experience to new and existing employees relative to salaries and salary placement.

2. The District shall provide up to \$25.00 per year to be used at their discretion for payment of dues as for association with belonging to job related professional organizations.

3. Pay Period

Employees will be paid through direct deposit once per month on the 19th day of each month. When a pay date falls on or during a school holiday or weekend, employees shall receive their direct deposit on the last

previous working day. Pay stubs will only be available through Employee Online. All employees will be provided district e-mail accounts.

4. Pay for Hours Worked

Employees shall be paid only for hours worked. Lunch periods shall not be counted as work hours, except as noted in Article XX, Section 1, subsection e.

5. Shift Differential

Night custodians shall be paid for the 1/2-hour lunch period and such time is within the eight-hour night assignment.

6. Call In Pay

If an employee is called in to work by his/her supervisor during non-scheduled hours, the Employee is guaranteed a minimum of two (2) hours of pay for this work. If the hours are more than the minimum, the Employee will be paid for actual hours worked.

7. Other Provisions

Employees who are other than twelve (12) month employees shall be given the option prior to the September payroll to be paid hourly, exactly from the time sheet, or averaged over twelve (12) equal payments.

Employees hired after July 1, 2013 will only be paid based on hours worked and will not have the option to be paid over 12 months.

ARTICLE XXII

DURATION

1. Duration Period

This agreement shall be effective as of July 1, 2017 and shall continue in effect until June 30, 2020. This is a three (3) year agreement for all articles except Article XVII-Insurance and Article XXII-Duration in regard to Salary Schedule A, Salary Schedule B, and Salary Schedule C.

2. Notification

- A. Either party may give written notice to the other party to modify Schedules A, B, and/or C for fiscal year 2018-2019 on or before the 15th day of January, 2018. If such notice is given, the modification shall be effective at the end of the contract term. If no such notice is given, the agreement shall remain in effect for one additional year and from year to year thereafter until such notice is given by either party of its intention to modify. The District and Association have agreed to a 2% package (includes all salary and benefit increases) for fiscal year 2018-2019.
- B. Either party may give written notice to the other party to modify Schedules A, B, and/or C for fiscal year 2019-2020 on or before the 15th day of January, 2019. If such notice is given, the modification shall be effective at the end of the contract term. If no such notice is given, the agreement shall remain in effect for one additional year and from year to year thereafter until such notice is given by either party of its intention to modify. The District and Association have agreed to a 2% package (includes all salary and benefit increases) for fiscal year 2019-2020.

3. Signature Clause

In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereon, all on the 15th day of February 2017.

JOHNSTON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION (Association)

JOHNSTON COMMUNITY SCHOOL
DISTRICT (Employer)

By _____
President

By _____
President

By _____
Chief Negotiator

By _____
Chief Negotiator

2019-2020 SALARY SCHEDULE

**Schedule A
Associates**

Step	Transportation & Crossing Guard	4 year-old Preschool/ /Library/ Secretarial/Special Ed/Teacher	Lunch Time Supervisor	S&P & Health	Study Hall Supervisor	MS Counselor	Interpreter	Safety Monitor	Lead Transportation
0	\$16.45	\$16.87	\$16.64	\$17.56	\$17.67	\$17.02	\$26.10	\$16.70	\$17.85
1	\$16.65	\$17.07	\$16.84	\$17.76	\$17.87	\$17.22	\$26.30	\$16.90	\$18.05
2	\$16.85	\$17.27	\$17.04	\$17.96	\$18.07	\$17.42	\$26.50	\$17.10	\$18.25
3	\$17.05	\$17.47	\$17.24	\$18.16	\$18.27	\$17.62	\$26.70	\$17.30	\$18.45
4	\$17.25	\$17.67	\$17.44	\$18.36	\$18.47	\$17.82	\$26.90	\$17.50	\$18.65
5-8*	\$17.80	\$18.22	\$17.99	\$18.91	\$19.02	\$18.37	\$27.45	\$18.05	\$19.20
9+**	\$18.45	\$18.87	\$18.64	\$19.56	\$19.67	\$19.02	\$28.10	\$18.70	\$19.85

**Schedule B
Nutrition**

Step	Team Lead	Variable Hour Cook
0	\$17.66	\$16.09
1	\$17.86	\$16.29
2	\$18.06	\$16.49
3	\$18.26	\$16.69
4	\$18.46	\$16.89
5-8*	\$19.01	\$17.44
9+**	\$19.66	\$18.09

**Schedule C
Custodians**

Step	Head Custodian	Night Custodian	Utility Custodian & CDL Driver	General Custodian	Van Driver
0	\$21.12	\$19.42	\$19.77	\$19.42	\$18.12
1	\$21.32	\$19.62	\$19.97	\$19.62	\$18.32
2	\$21.52	\$19.82	\$20.17	\$19.82	\$18.52
3	\$21.72	\$20.02	\$20.37	\$20.02	\$18.72
4	\$21.92	\$20.22	\$20.57	\$20.22	\$18.92
5-8*	\$22.47	\$20.77	\$21.12	\$20.77	\$19.47
9+**	\$23.12	\$21.42	\$21.77	\$21.42	\$20.12

*Employees who have completed 5-8 years of employment in the same job classification will receive an additional \$.55/hour.

**Employees who have completed 9 years or more in the same job classification will receive an additional \$1.20/hour.

Employees who lost a day from the 2013-14, 2014-15, 2015-16, 2016-17, and/or 2017-18 contract will receive an additional \$.05 per hour, each year, which will be maintained until their employment with the District ends.

Mentors shall be paid \$250 each to a maximum of \$10,000 including FICA and IPERS.

Employee attending school improvement committee meetings outside the contracted day shall be paid at his/her normal hourly salary for time in attendance.

Supplemental Pay

A. Those custodians who have a valid engineer or fireman's license shall be paid the following:

Fireman's License.....\$100.00 per year
Engineer's License.....\$140.00 per year
Pool License.....\$200.00 per year

B. Associates who received their paraeducator certification shall be paid the following:

Level 1.....\$.40/hour
Level 2.....\$.60/hour

Verification of certification will need to be filed with the Human Resources Department no later than September 15 for the Employee to earn the extra stipend.

C. Food service Employees who have obtained School Nutrition Association Certification (SNA) and/or National Restaurant Association ServeSafe Certification shall be paid the following:

SNA Certified.....\$.50/hour
NRA ServeSafe Certified.....\$.50/hour

Verification of each certification will need to be filed with the Nutrition Services Department prior to the start of the school year for the employee to earn the extra stipend(s).

E. Severe and Profound Associate Pay: special education associates assigned to this pay grade will include:

1. Associates assigned to work with students in the BEST programs.
2. Associates assigned to work with students in the severe and profound classrooms.
3. Associates assigned to work with a student(s) who:
 - a. Requires lifting, positioning, or toileting on a regular basis.
 - b. Requires assistance with toileting, which includes changing clothing or wiping on a regular basis.
 - c. Requires regular assistance with the clean up of bodily fluids that meet the amount criteria listed by OSHA's definition of regulated waste.
 - d. Requires assistance that results in the associate being the target or recipient of aggression (e.g., hitting, kicking, spitting, biting) on a regular basis.
 - e. Requires assistance with restraint or seclusion on a regular basis.

F. Four year-old preschool associates who earn a Child Development Associate (CDA) Credential or comparable degree shall be paid the following:

CDA Certified.....\$.50/hour

Any non-four year-old preschool associates currently receiving the stipend for the FY17 will be grandfathered in, and will continue to be eligible as long as this stipend is part of the master agreement, and if they keep the state authorized CDA certification current or they hold a comparable degree. Verification of certification will need to be filed with the Human Resources Department no later than September 15 for the Employee to earn the extra stipend.

ARTICLE XXIV

ASSOCIATION RIGHTS

1. The Association shall have the right to use building mailboxes for announcements relating to the conduct of the Association business or on behalf of the members of the bargaining unit.
2. The Association may use district technology equipment after regular school hours provided such use in no way interferes with any aspect of the instructional or extracurricular program of the Employer.
3. The Association shall have the right to hold meetings on school district property after regular work hours. Time and place of meetings shall be arranged in advance with the building principal.
4. The Association may use bulletin board space in each school. Materials posted will only relate to the Association business.

ARTICLE XXV

EMPLOYER RIGHTS

The Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power duty and right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the School District.
3. Suspend or discharge employees.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of declining enrollment or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Employer.
8. Initiate, prepare, certify and administer the Employer's budget.
9. Exercise all powers and duties granted to the Employer by law.

The above Employer rights shall be in effect but shall not be exercised in a manner so as to violate any of the specific provisions of the Agreement.

JOHNSTON COMMUNITY SCHOOL DISTRICT
JESPA GRIEVANCE FORM

Employee: _____

Building /Department: _____

Assigned Grade Level, Subject or Area: _____

LEVEL ONE -

The alleged violation was brought to the attention of the principal or designee,

_____, on _____
(Principal/Designee Name) (Date)

LEVEL TWO -

(a). Date alleged violation occurred: _____

(b). Section(s) of contract alleged to have been violated: _____

(c). Statement of Grievance* _____

(d). Relief Sought* _____

Employee's Signature

Date

(e). Disposition by Principal or Designee _____

Employee's Signature

Date

LEVEL THREE -

(a). Signature of Aggrieved Person: _____

Date submitted to Superintendent or designee _____

(b). Disposition by Superintendent or designee _____

Signature of Superintendent or Designee

Date

LEVEL FOUR -

(a). Signature of Aggrieved Person: _____

Signature of Association President: _____

(b). Date submitted to arbitration: _____

Additional spaces needed, attach additional sheets.

APPENDIX B

Johnston Community School District
Johnston Education Support Personnel Association (JESPA)
Formal Evaluation

Employee Name:	Academic Year:
Position /Building:	Observation Date:
	Supervisor:

1. General Performance: Explanation of Scale:

Exceeds (E)	Meets (M)	Needs Growth (NG)	Does Not Meet (DNM)	Not Applicable (N/A)
Work performance is consistently and noticeably above a proficient level.	Work performance is consistently at a proficient level. Employee has achieved the expected level of performance as specified in their job description.	Work performance is not consistently at a proficient level. Employee can grow in the specified performance indicators.	Work performance is inadequate and inferior. The employee has not achieved expected level of performance. This rating must be documented by: <ul style="list-style-type: none"> • A statement of the problem. • The desired improvement. • Provisions for assisting the employee. 	Performance indicator does not apply to the employee's specific job duties and responsibilities.

**Definition of Proficient: Competent or skilled in doing or using something.

Standard I: General Performance

- Employee provides service within the school to improve student learning and well-being.

Performance Indicators	E	M	NG	DNM	NA
1.1 Works with children in a friendly manner					
1.2 Deals tactfully with co-workers and the public					
1.3 Maintains confidentiality of school related business					
1.4 Operates within established guidelines					
1.5 Approaches assignments in a positive manner					
1.6 Listens and accepts instruction					
1.7 Indicates opportunities to develop great job skills					
1.8 Exhibits care in use of board property and equipment					
1.9 Is dependable					

Standard I: Comments

Meets	Does Not Meet
-------	---------------

Standard II: Specific Job Performance:

- Evaluate overall performance in relation to specific job description.

Performance Indicators	E	M	NG	DNM	NA
2.1 Completes work assignments according to job description.					
2.2 Overall quality of work is done with competence, accuracy, neatness, and thoroughness.					
2.3 Meets deadlines when exist.					
2.4 Does routine work without instruction.					
2.5 Is innovative in solving difficult problems.					
2.6 Possesses technical knowledge/skills to perform job.					
2.7 Demonstrates care in use of supplies and equipment.					
2.8 Does own follow-through to ensure job completion.					
2.9 Communicates effectively.					
2.10 Works well as a team member.					

Standard II: Comments

Meets	Does Not Meet
-------	---------------

Standard III: Personal Characteristics:

- Employee demonstrates positive personal interactions with all students and staff.

Performance Indicators	E	M	NG	DNM	NA
3.1 Is punctual and regular in attendance.					
3.2. Uses sick and leave times appropriately.					
3.3 Follows Johnston Community School District policies.					
3.4 Responds appropriately to student misconduct.					
3.5 Cooperates and communicates effectively with other team members.					

Standard III: Comments

Meets	Does not Meet
-------	---------------

Area(s) for Growth:

Evaluator evaluation comments:

Employee evaluation comments:

Evaluation Conference Verification

I have read this performance evaluation and have had the opportunity to discuss it in a conference with my immediate supervisor. My signature does not imply agreement or disagreement with the content of this evaluation.

Signature of Evaluator

Date

Signature of Employee

Date

APPENDIX C

Johnston Community School District
Johnston Education Support Personnel Association (JESPA)
Individual Employee Improvement Plan

Employee Name:	Academic Year:
Position/Building:	Plan Date:
	Supervisor:

1. Statement of the problem:

Work performance is inadequate and inferior. The employee has not achieved expected level of performance.

2. Desired Improvement:

Outline the expectations for the employee moving forward.

3. Provisions for assisting the employee:

Identify efforts that can be utilized to help support the employee's improved job performance.

Review Timeline:

Identify a timeframe to review the progress of the plan.

Date of review _____

Signature of Evaluator

Date

Signature of Employee

Date

Johnston Community School District and Johnston Education Support Personnel
Association
Memorandum of Understanding Regarding
Reduction in Force Procedures
Effective July 1, 2017, through June 30, 2020

The Employer agrees to consider the Association's input when creating the reduction in force procedures to be placed in an employee handbook.

For the Johnston Education Support Personnel Association

For the Johnston Community School District

Date

Date

Johnston Community School District and Johnston Education Support Personnel
Association
Memorandum of Understanding Regarding
Private or Contracted Services
Effective July 1, 2017, through June 30, 2020

The Employer agrees to include the Association in any discussions should it be considering privatizing or using contracted services now done by any support personnel.

For the Johnston Education Support Personnel Association

For the Johnston Community School District

Date

Date

Johnston Community School District and Johnston Education Support Personnel
Association
Memorandum of Understanding Regarding
Article XVI – Work Year
Effective July 1, 2019, through June 30, 2020

The Johnston Community School District (the “District”) and the Johnston Education Support Association (the “Association”) have reached agreement to the items listed below in regard to the Master contract article affected by the change in allocation of days worked. There will be no change in employee compensation. Two days of professional development will be provided for Lunchtime Supervisors and Transportation Associates. The total number of days for each group of employees will remain the same. Per Article XII of the Master Agreement, an in-service advisory committee shall be appointed for the purpose of making recommendations for the professional development days. Both parties will work to ensure support staff are offered relevant, quality professional learning opportunities.

Except as otherwise outlined in this Memorandum of Understanding (“MOU”), all terms and conditions of the Master Contract shall continue in full force and effect. This MOU shall be in effect beginning July 1, 2019, for a one year unless the parties mutually agree to modify it, including modifying it to comply with legal requirements or guidelines. This is not to be construed as reopening the 2017-2020 Master Contract

ARTICLE XVI – Work Year

- 2. a. 1.0 Associates – 178 student contact days, 5 professional development days, 6 holidays for a total of **189 days**
< 1.0 FTE Associates – 178 student contact days, 6 hours due to longer Wednesdays, 4 professional development days, 6 holidays for a total of **189 days**
- 2. c. Lunchtime Supervisors – 178 student contact days, 2 professional development days, 6 holidays for a total of **186 days**
- 3. Nutrition Staff – 178 student days, 6 work/professional development days, 6 paid holidays for a total of **190 days**
- 4. Transportation Associates – 178 student contact days, 2 professional development days, 6 holidays for a total of **186 days**

For the Johnston Education Support Personnel Association

Date

For the Johnston Community School District

Date