

AGREEMENT BETWEEN LINN-MAR COMMUNITY SCHOOL DISTRICT AND LINN-MAR SECRETARIAL-EDUCATION ASSISTANTS

Effective July 1, 2024 – June 30, 2027

<u>Classification A</u>	<u>Classification B</u>	<u>Classification C</u>
Student Support Associate	Attendance Secretary	Principal Secretary
Health Assistant	Athletic Secretary	Department Secretary
	Curriculum Secretary	(O&M/Transportation)
	Counselor Secretary	
	Other Building Level	
	Secretary	
	Paraprofessional	

SALARY SCHEDULE 2024-2025

	A	B	C
1	\$15.10	\$15.35	\$15.85
2	\$15.40	\$15.75	\$16.25
3	\$15.80	\$16.15	\$16.65
4	\$16.20	\$16.55	\$17.05
5	\$16.60	\$16.95	\$17.45
6	\$17.00	\$17.35	\$17.85
7	\$17.40	\$17.75	\$18.25
8	\$17.80	\$18.15	\$18.65
9	\$18.20	\$18.55	\$19.05
10	\$18.60	\$18.95	\$19.45
11	\$19.00	\$19.35	\$19.85
12	\$19.40	\$19.75	\$20.25
13	\$19.80	\$20.15	\$20.65
14	\$20.20	\$20.55	\$21.05
15	\$20.60	\$20.95	\$21.45
16	\$21.00	\$21.35	\$21.85
17	\$21.40	\$21.75	\$22.25
18	\$21.80	\$22.15	\$22.65
19	\$22.20	\$22.55	\$23.05
20	\$22.60	\$22.95	\$23.45

Reopen for wages only for 2025/2026 and 2026/2027 school year.

NOTE: Placement on this salary schedule does not reflect the number of years worked at Linn-Mar.

ARTICLE 1

RECOGNITION AND DEFINITIONS

A. UNIT

The Linn-Mar Community School District hereby recognizes the Linn-Mar Secretarial and Educational Assistant Association as the certified, exclusive bargaining representative for all personnel employed by the school district as set for in the PERB certification instrument (Case #1256) issued by the PERB on NOVEMBER 7, 1978. This shall include all such personnel on an authorized leave of absence.

The unit described in the above certification is as follows:

INCLUDED: Educational Assistants, Student Support Associates, Paraprofessionals, Media Assistants, Health Assistants, Guidance Secretaries, Building Secretaries, Attendance Secretaries, Department Secretaries (O&M/Transportation).

EXCLUDED: Temporary employees, Payroll/Business Office staff, Administrative Assistants, Recording Secretary to the Board of Directors, and all employees under Section 4 of the Act.

B. DEFINITIONS

1. The term "school district," as used in this Agreement, shall mean the Linn-Mar Community Schools, in the County of Linn, State of Iowa, its Board of Directors, or its duly authorized representatives.
2. The term "Association," as used in this Agreement, shall mean the Linn-Mar Secretarial and Educational Assistant Association, or its duly authorized representatives.
3. The term "employee," as used in this Agreement, shall mean all persons described in the bargaining unit as set forth in Section "A" of this Article.
4. The term "regular full-time employee," as used in this Agreement, shall mean all persons in the bargaining unit who work 35 or more hours per week and at least 9 months per year.
5. The term "regular part-time employee," as used in the Agreement, shall mean all persons who regularly work less than 35 hours per week and at least 9 months per year. Employees working less than 20 hours per week will not be eligible for employee benefits with the exception of leave as outlined in Article 5 of this agreement.

ARTICLE 2

WORKDAY AND WORKWEEK

A. WORKDAY

The specific work hours for each employee may vary according to the needs of the school district. The hours shall be designated by the responsible administrator, or designee.

B. WORKWEEK

The "regular workweek" shall consist of five (5) days. All employees shall perform services on those days, as determined by the district to be workdays.

ARTICLE 3

BASIC COMPENSATION

A. RATES OF PAY

The rates of pay reflected in Schedule A, attached hereto, shall be a part of this Agreement.

B. PAY INCREASES

Employees providing satisfactory service shall be moved one step at the completion of each full year of employment unless otherwise agreed by both parties in the applicable collective bargaining agreement. The administration reserves the right to withhold the step increase. Any staff member employed on or before January 15, who completes the work year, is eligible for consideration for a step increase.

C. HIRING AND PLACEMENT OF EMPLOYEES

At the time of employment, the initial salary placement shall be determined by the administration. Credit may be given for outside related experience. Any such credit given must be approved in advance by the Superintendent or designee.

D. METHOD OF PAYMENT

Paydays shall be established by the payroll department prior to the beginning of each work year. All full-time and part-time employees will be paid for actual time worked.

E. INSERVICE CREDIT

Effective July 1, 1989, an employee may advance a maximum of one additional step on the salary schedule by earning credits through approved, job-related inservice or college courses. In order to receive credit, prior approval must be obtained from the Building Principal, Business Administrator, and/or Superintendent. Normally, fifteen (15) contact hours will constitute one (1) credit and three (3) credits will be required for the additional step movement. Evidence of successful completion and application of course work will be required. The three (3) credit requirement is effective as of July 1, 2015 and shall not be credited retroactively.

ARTICLE 4

LEAVES OF ABSENCE

A. SICK LEAVE

Employees shall be granted sick leave for personal illness with full pay on the following basis:

- | | |
|---|---------|
| a) The first year of employment | 10 days |
| b) The second year of employment | 11 days |
| c) The third year of employment | 12 days |
| d) The fourth year of employment | 13 days |
| e) The fifth year of employment | 14 days |
| f) The sixth year of employment and
each subsequent year of employment | 15 days |

The full amount of sick leave specified above shall be available at the beginning of each contract year, except that it shall be prorated for new employees who start work after the beginning of their normal work year.

A “day” of sick leave for a part-time employee shall be prorated, based on the employee’s scheduled contract hours; e.g., an employee who works twenty hours per week shall receive 4 hours of pay for each “day” of sick leave.

Sick leave may be accumulated to a maximum of 90 days for part-time employees and 125 days for full-time employees. The employee may be requested to provide a certificate of medical documentation in accordance with Chapter 279.40 of the Code of Iowa. In cases involving Workers’ Compensation, no individual shall receive more in payment during a period of disability than his/her current salary.

B. IMMEDIATE FAMILY ILLNESS LEAVE

Full-time personnel shall be granted a leave of absence at full pay for illness in the immediate family (spouse, children, step-children, foster care children, parent) not to exceed three (3) days per year. This leave does not accumulate. If additional days are needed, they will be deducted from personal illness leave. Part-time personnel shall be granted three (3) pro-rata family illness days.

C. FUNERAL LEAVE

Personnel shall be granted a leave of absence at full pay in case of death in the immediate family (spouse, children, step-children, foster care children, parent) at the rate of five days per death. For father, mother, brother, sister, father-in-law, mother-in-law, grandchildren, son-in-law, and daughter in-law up to five (5) days paid will be allowed when necessary.

In case of death of other relatives, up to two days (2) of absence with full pay may be granted when necessary. It is conceivable that the death of some person other than those indicated above may warrant the same or similar treatment as those listed for one of the above categories. Such cases will be considered on an individual basis by the building administrator.

Payment for funeral leave will be prorated for part-time personnel. No death leave is accumulative. Personnel may choose to use less than all of the funeral leave that they would be entitled to under the provisions of this article.

D. PERSONAL LEAVE

Full-time personnel may be granted two (2) days of personal leave for needs which cannot be accommodated during regular time off. An employee planning to use personal leave shall request leave from his/her immediate supervisor at least one week in advance except in cases of emergency. Restrictions shall be imposed by administration if personal leave would disrupt the operations of the District. On a day before or after a holiday or vacation or Monday and Friday the last 4 weeks of the school year, the number of personal leave day requests shall not exceed 2 employees or 5% per building (whichever is larger) of the total of classified staff in the building for the specified days. The 5% allocation will be based on the number of classified staff in each school on the last working day of September. In all cases, a suitable substitute (if relevant to the position) must be scheduled prior to approval of leave. Building and guidance secretaries at the same location may not take personal days on the same day. Such leave does not accumulate. Part-time personnel may be granted two (2) pro-rata days of personal leave.

One unused personal day may be carried over to the following school year.

E. PROFESSIONAL LEAVE

An employee shall be eligible to make application, in writing, to the superintendent or designee for professional leave to attend job-related conferences or workshops without loss of pay.

F. JURY DUTY

Employees will follow jury duty procedures outlined in Board Policy 403.20, available on the Linn-Mar intranet and/or by request of Human Resources.

G. FAMILY AND MEDICAL LEAVE

Linn-Mar shall provide family and medical leave according to provisions of Board Policy 404.12. A copy of the policy is available in all buildings.

H. MILITARY LEAVE

Military leave shall be granted in accordance with applicable Federal and State laws.

I. LEAVE WITHOUT PAY

An employee may apply for a general leave of absence without pay or benefits. A leave of absence may or may not be granted for reasons as deemed appropriate by the Superintendent or designee.

ARTICLE 5

HOLIDAYS

Employees shall receive paid holidays as follows:

Part-time employees:

Labor Day
Thanksgiving Day
The Friday following Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day

Full-time school year employees:

Labor Day
Thanksgiving Day
The Friday following Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day
June 19 (Juneteenth) (Secretaries only, if working at that time)
Floating Holiday (**Secretaries Only**) May only be taken on a non-student attendance day

Full-time employees working 225 days or more per year:

The Fourth of July
Labor Day
Thanksgiving Day
The Friday following Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day
June 19 (Juneteenth)
Floating Holiday May only be taken on a non-student attendance day

Full-time employees working 256 days or more per year:

The Fourth of July
Labor Day
Thanksgiving Day
The Friday following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Memorial Day
June 19 (Juneteenth)
Floating Holiday May only be taken on a non-student attendance day

To be eligible for holiday pay, an employee must:

1. Have been employed at least 30 calendar days prior to the holiday.

Holiday pay will not be paid to employees who are granted and utilize unpaid personal leave of absence the day before or after the holiday.

ARTICLE 6

VACATIONS

PAID VACATIONS: FULL-TIME PERSONNEL: Contract days must equal 225 days per year and a minimum of 35 hours per week, to qualify for this benefit.

<u>YEARS OF EMPLOYMENT</u>	<u>DAYS OF VACATION</u>
1-5	10
6	11
7	12
8	13
9	14
10 - 14	15
15	16
16	17
17	18
18	19
19 or more	20

ARTICLE 7

GRIEVANCE PROCEDURE

The grievance procedure established herein shall be used for the purpose of orderly negotiation between the parties concerning all claims, disputes or other matters, contained in this agreement, subject to collective bargaining between the parties, during the term of this agreement.

The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of the alleged grievance. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

Step One Within (5) working days after the occurrence or knowledge of the situation, condition, or action of management giving rise to the grievance, the aggrieved shall make it known to his/her immediate supervisor at a Step I meeting.

The aggrieved and the supervisor shall discuss the situation in a location away from a stream of traffic and routine place of work. The aggrieved shall clearly state that he/she is pursuing settlement of a grievance.

After the supervisor has been properly and thoroughly informed of the grievance, he/she will have (5) five working days to take appropriate action.

Step Two If the grievance is not resolved within (5) five working days after informing the supervisor at the Step I meeting, the aggrieved may reduce the grievance to writing and submit it to his/her immediate supervisor for appropriate action.

Step Three If the grievance is not resolved with the Step II written answer, the grievant may file a copy of the written form of the grievance with the Human Resources Director. The Human Resources Director may schedule a meeting related to the grievance to be held within (5) working days after the date of meeting or after receipt of the written grievance, if there is no meeting, submit a written answer to the grievance.

Step Four If the grievance is not resolved satisfactorily at Step III, it shall be reviewed by the Association to determine if there shall be a fourth step of impartial binding arbitration.

If a demand for arbitration is not filed within twenty (20) working days of the Step III reply then the grievance will be deemed settled on the basis of the Step III answer. Grievances which have been proceeded through Step III of this procedure and only such grievances shall be submitted to arbitration as provided below.

Grievance Procedure (continued)

The Association shall submit, in writing, a request to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within five (5) working days said notice is given. If the two parties fail to reach agreement on an arbitrator within five

(5) working days, the Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators. This request shall be in the form of a written communication from the grievant or the Association which shall serve as a joint request. The parties shall determine by coin toss which party shall have the right to remove the first name and shall do so within two (2) working days and the other party shall have one (1) additional working day to remove one of the remaining names. Each party shall alternately strike one name. The person whose name remains shall be the arbitrator.

The decision of the arbitrator shall be submitted in writing within twenty (20) working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have power only to apply and interpret the provisions of this agreement to the settlement of grievances arising hereunder.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

GRIEVANCE FORM

Certified Employee Unit

Date Filed

Name of Grievant

Number

Building and Department

Distribution of Form:

1. Certified Employee Unit
2. Employee
3. Appropriate Supervisor
4. Human Resources Director

STEP II

A. Date Violation Occurred _____

B. Date Level I Meeting Held _____

C. Parties Present at Level I Meeting _____

D. Section(s) of Agreement Violated _____

E. Statement of Grievance _____

F. Relief Sought _____

Signature

Date

G. Disposition by Immediate Supervisor _____

Signature of Immediate Supervisor

Date

H. Disposition Accepted _____ Rejected _____ Comments: _____

Signature

Date

STEP III

A. _____
Signature of Grievant Date Received by Human Resources
Director

B. Disposition by Human Resources _____

Signature of Human Resources Director Date

C. Disposition Accepted _____ Rejected _____ Comments: _____

Signature Date

ARTICLE 8

MISCELLANEOUS

- A. Seniority
A copy of the seniority list will be available in Human Resources.

ARTICLE 9

COMPLIANCE CLAUSES AND DURATION

A. Severability

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

B. Finality

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

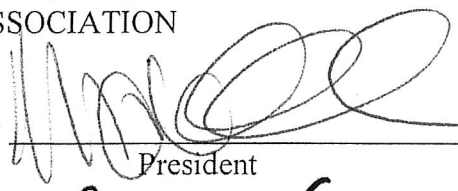
C. Term

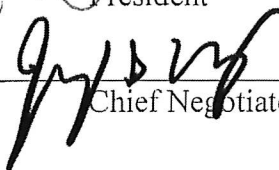
This Agreement shall be effective July 1, 2024, and shall be in force and effect through June 30, 2027.

D. Signature Clauses

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives and their signature placed thereof, all on the 21st day of May, 2024.

LINN-MAR SECRETARIAL &
EDUCATIONAL ASSISTANT
ASSOCIATION

By _____
President

By _____
Chief Negotiator

LINN-MAR COMMUNITY SCHOOL
DISTRICT
in the county of Linn, State of Iowa.

By _____
Superintendent

By _____
Chief Negotiator

MEMORANDA OF AGREEMENT

LINN-MAR BOARD OF EDUCATION

LINN-MAR SECRETARIAL AND EDUCATIONAL ASSISTANT ASSOCIATION

The following pages represent memoranda of agreement reached during negotiations between the Linn-Mar Board of Education and the Linn-Mar Secretarial and Educational Assistant Association.

These agreements are outside the negotiated master agreement, and are not subject to the grievance procedure.

Unless otherwise indicated, these memoranda of agreement are to remain in effect for the contract years as referred to on Page 17, Article 11 - C.

MEMORANDUM OF AGREEMENT I

ASSOCIATION RIGHTS

1. Use of Facilities

The Association shall have the right to hold a reasonable number of meetings on school district property before or after regular work hours, provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expense to the District resulting from such meetings will be borne by the Association. All such meetings will be scheduled with the approval of the building principal.

Two (2) meetings a year, arranged in advance, with approval of the Superintendent, may be held at 3:45 p.m. at which time employees shall be excused from work duties for the sole purpose of attending said meetings.

2. Communications

The Association shall have the right to post notices, approved and initialed by the Principal or designee, of activities and matters of Association concern on employee bulletin boards, in areas designated for employee use such as employee lounges, but not in areas open to the public or students. The association may use the employee mailboxes for communication to employees for a reasonable volume of communications to employees.

3. Access to Members

Duly authorized representatives of the Association, so designated on a list provided to the Human Resources Manager at the beginning of each school year, shall be permitted to transact official Association business if the nature of the business and the amount of time anticipated for such business is made known to the Principal or designee prior to approval. This business shall not interfere with or interrupt normal school operations.

4. Information

The Board and the Administration will grant reasonable requests for readily available and pertinent information which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

PAYROLL SCHEDULE

Employees will be compensated twice a month. The payments will be made according to the schedule below. New employees will receive their first check on the second pay date following their hire date. Insurance, 403 b's, dues, and all other deductions will be deducted equally out of both payrolls.