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# COMPREHENSIVE AGREEMENT

BETWEEN THE

DES MOINES INDEPENDENT  
COMMUNITY SCHOOL DISTRICT

AND THE

DES MOINES  
EDUCATION ASSOCIATION

1983-1986

X 7/86

**DES MOINES BOARD OF DIRECTORS**

**1983 - 1986**

Nolden Gentry

Betty Grundberg

Frank L. Hildreth

William D. Keck

Sue Luthens

Raymond A. Palls

Karen C. Williams

**SUPERINTENDENT OF SCHOOLS**

Dr. William A. Anderson

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## **Article I: Preamble**

The Des Moines Independent Community School District No. 77-1737, in the Counties of Polk and Warren, State of Iowa, hereinafter referred to as the Employer, and the Des Moines Education Association, hereinafter referred to as the Association, agree that it is the practice of the Des Moines Independent Community School District and the Des Moines Education Association to promote harmonious and cooperative relationships between the School District and its employees.

The Association and the Employer, through good faith negotiation, have reached certain understandings; therefore, it is agreed as follows:

## **Article II: Recognition**

The Des Moines Independent Community School District is recognized as a public employer governed by the Board of Directors. The Department of Associates of the Des Moines Education Association, as determined and ordered by the Public Employment Relations Board, is recognized as the sole and exclusive bargaining agent for regular, hereinafter named, employees of the Employer, including all:

Regular full-time certificated and regular part-time certificated teachers, including librarians, counselors, nurses, dental hygienists, speech clinicians, school psychologists, school social workers, pupil service coordinators, truant officer and head social worker, Home Economic Outreach (home economist in Adult Education), school nurse practitioner, advisory specialists in Intercultural Programs, program assistants in Follow Through, consultant teachers, specialist in Spanish-speaking Affairs, home-school workers, teacher team leaders, coordinator in Career Placement Center, placement specialist in Career Placement Center, naturalist at Science Center, media specialist, and assistants to principals in elementary schools;

and excluding:

All other School District employees, and all supervisors and all other employees excluded by Section 4 of the Iowa Public Employment Relations Act of 1974. For purposes of this Agreement, supervisors are defined as those who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate, or process grievances of other employees or have the responsibility to make recommendations thereon.

## **Article III: Definitions**

**A.** The term "Employer" as used in this Agreement, shall mean the Des Moines Independent Community School District, governed by a Board of Directors or its duly authorized representatives.

**B.** The term "Association" as used in this Agreement, shall mean the Des Moines Education Association or its duly authorized representatives or agents.

**C.** The term "Employee" as used in this Agreement, shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board. (PERB)

D. The term "regular full-time employee" as used in this Agreement, shall mean employees represented by the Association in the bargaining unit as defined and certified by the PERB who are employed six (6) or more hours each workday.

E. The term "regular part-time employee" as used in this Agreement, shall mean employees represented by the Association in the bargaining unit as defined and certified by the PERB who are employed less than six (6) hours each workday.

F. The term "probationary employee" as used in this Agreement, shall mean all employees represented by the Association in the bargaining unit as defined and certified by the PERB who have not completed two (2) consecutive years of employment. The Employer may extend the probationary period for an additional year with the consent of the employee. Period of absence from work shall not be counted towards completion of the probationary period. A probationary employee shall have no seniority until completion of the probationary period.

G. Seniority shall be attained upon successful completion of the employee's probationary period and shall be defined as the number of consecutive years of employment in the District, including the probationary years. In cases where two or more employees begin employment on the same date, the date of application shall establish the order of seniority. Extended leaves of absence shall not be credited to the determination of an employee's seniority status.

#### **Article IV: Dues Deduction**

Any employee in the Association's certified bargaining unit, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing payroll deduction of Association dues and political action contributions. The form authorizing payroll deduction shall be designed by the Association, subject to the approval of the Employer, and expenses for producing said form shall be borne by the Association.

Pursuant to the deduction authorization, the Employer will deduct equal portions of the total amount from the regular pay check of each employee each two week period beginning in November and ending in June each year.

Such deduction authorization cards must be received by the Employer not later than October 15 for employees who begin their school year at normal times. Deduction authorization cards must be received by the Employer not later than February 15 for employees who begin their school year at the start of the second semester.

Employees may terminate deduction on 30 days' notification to the Employer and the Employer will notify the Association of such termination.

The Employer will transmit to the Association the total deduction within a reasonable time after the pay period.

The Association agrees to indemnify and hold harmless the School District, the Board, each individual Board member and all administrators against any and all

claims, suits or other forms of liability, and all court costs arising out of the provisions in this Agreement between the parties for deduction.

### **Article V: Savings**

In the event that any provision of this Agreement shall become void or illegal during the term of this Agreement, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Association agree to meet at the earliest possible mutually agreeable time for the purpose of negotiations to replace void or illegal provisions.

### **Article VI: Finality and Effect of Agreement**

This Agreement supersedes and cancels all previous collective bargaining agreements between the Employer and the Association, unless expressly stated to the contrary herein, and constitutes the entire Agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject identified as bargainable under Section 9 of the Public Employment Relations Act, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### **Article VII: Duration**

**A.** This Agreement shall remain in full force and effect from August 1, 1983, and shall continue in effect until midnight on July 31, 1986, except for the B.A. base on Appendix 1, Salary; Appendix 2, Supplemental Pay; and Article XVIII, Insurance; which shall remain in effect until midnight on August 21, 1984.

**B.** Either party may give written notice on the other party to terminate or modify the B.A. base on Appendix 1, Salary, of the Agreement not less than 180 calendar days prior to the District's budget certification date as established by the Code of Iowa and appropriate for the year beginning August 1, 1984. If no such notice is given, this Agreement shall remain in effect for one additional year and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.

C. Either party may give written notice to the other party to terminate or modify the Agreement not less than 180 calendar days prior to the District's budget certification date, as established by the Code of Iowa, and appropriate for the year beginning August 1, 1986. If no such notice is given, this Agreement shall remain in effect for one additional year and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.

D. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Chief Negotiators and their signatures placed thereon, all on the 31st day of December, 1982.

**DES MOINES EDUCATION ASSOCIATION**

ASSOCIATION

By Miles A. Brown  
ITS PRESIDENT

By Walter L. Galvin  
ITS CHIEF NEGOTIATOR

**DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT**

BOARD OF EDUCATION

By Norden Gustaf  
ITS PRESIDENT

By Don Paine  
ITS CHIEF NEGOTIATOR

**Article VIII: Rights**

**PUBLIC EMPLOYER RIGHTS.**

Public employers 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 the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.

7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

#### **ASSOCIATION RIGHTS.**

The Association and its members shall have the right to:

1. Use school facilities for general Association meetings contingent upon receipt of approval from the office of the Superintendent.
2. Hold Association building meetings in school buildings contingent upon receipt of approval from the office of the Building Principal.
3. Distribute Association material through the school messenger service and building mail boxes with the annual approval from the office of the Superintendent.
4. Post notices of activities and matters of Association concern on Association bulletin boards in either faculty lounges or such other places as designated by the Building Principal.
5. Direct duly authorized representatives of the Association and their respective affiliates to discuss Association matters in the school building during the workday with the approval of the Building Principal.
6. Be furnished on request regularly and routinely prepared information concerning the financial condition of the District including the annual financial report and adopted budget, but nothing herein shall require the Employer to research and assemble information.

### **Article IX: Evaluation Procedure**

#### **A. Notification**

Within four weeks after the employee reports to his/her assignment, the building principal or appropriate supervisor shall acquaint each employee under his/her supervision with the formal evaluation procedures as may be used and advise each employee as to the designated person or persons who will observe and evaluate the employee's performance. No formal evaluation shall take place until such orientation has been completed.

#### **B. Formal Observation**

Each employee shall be formally observed by his/her Employer for the purpose of evaluation at least two times during his/her first semester of employment, at least one time during the employee's second semester of employment, and at least once every year for the remaining period of probation. Each employee no longer on probation shall be observed by his/her principal or appropriate supervisor at least once every three years for the purpose of formal evaluation.



### **C. Conferences**

Observation of an employee shall be followed by a personal conference between the employee and the Employer.

### **D. Written Evaluation**

Evaluation shall then be reduced to writing and a copy given to the employee within fifteen (15) working days of the observation. If the employee disagrees with the written evaluation, the employee may submit a signed and dated written position to the building principal or appropriate supervisor and then the written position shall be attached to the file copy of the evaluation in question. The employee shall be asked to sign the written evaluation; however, such signature shall be understood to indicate the employee's awareness of the evaluation but in no instance shall the signature be interpreted to mean agreement with the content of the material.

### **E. Informal Observation**

Additional evaluation of employees may occur through informal observations by the Employer. It may not be deemed necessary to reduce such evaluations to writing, and a verbal discussion between the Employer and the employee concerning the informal observation may suffice. If a written evaluation is deemed necessary, procedures C and D as outlined above shall be followed.

### **F. Personnel File**

Each employee shall have upon request the right to review the evaluation documents contained in his/her personnel file. An employee has the right to respond in writing to any evaluation comments. Any complaints directed toward an employee which are placed in his/her personnel file shall be promptly called to the employee's attention in writing.

## **Article X: Transfer Procedures**

### **A. Definition**

Transfer is defined as movement of an employee to a different building.

### **B. Employee-Initiated Transfer**

#### **1. Notification of Vacancies (Openings)**

The Employer will announce in the weekly Bulletin, not later than the last Tuesday in January, the known existing full-time openings for certificated employees by subject area or grade level and locations that will be available the following school year, except those vacancies resulting from retirements when the teacher retiring requests confidentiality.

The Employer, on the third Tuesday in March, will make a current listing for the following school year of openings existing as of that date.

Following April 1 and prior to August 28, known existing full-time openings for certificated employees identified by subject area or grade level and locations that will be available for the following school year will be maintained in the office of the Executive Director of Personnel, and a list of such openings shall be provided to the employee upon his/her written request. Known existing full-time openings for certificated employees

identified by subject area or grade level and locations that will be available for the following school year will be posted in the office of the principal of each secondary school on the first Monday in August.

## **2. Request for Transfers**

Immediately after an opening is made known, an employee desiring consideration shall submit a letter to the office of the Executive Director of Personnel, with a copy to the employee's principal, requesting consideration for the transfer. All letters requesting either general transfers or transfers to previously published specific openings must be received in the office of the Executive Director of Personnel by no later than April 1.

An employee desiring transfer to an opening known after April 1 and prior to August 28 shall submit a letter to the Executive Director of Personnel, with a copy to the employee's principal, requesting consideration for the transfer.

Employees who have filed a written request for transfer shall receive, through school mail, written acknowledgement of the request from the office of the Executive Director of Personnel, within ten working days of the request reaching the office of the Executive Director of Personnel. Should the request for transfer be filed during the summer recess and be accompanied by a stamped self-addressed envelope, the employee shall receive written acknowledgement through the U.S. mail within a reasonable number of days of the request reaching the office of the Executive Director of Personnel.

## **3. Procedure for Transfer**

If more than one employee applies for the same opening under the above conditions, and in the sole, exclusive and final judgment of the Employer the employees' qualifications are considered equal, the employee with the greatest District seniority shall have priority.

### **C. Employer-Initiated Transfer**

#### **1. Notification**

In the case of Employer-initiated transfers, the principal of the school in which the employee works shall inform the employee in writing of the reasons for transfer.

Employer-initiated transfers of an employee after the beginning of an academic year will not be effective until a personal conference has been held between the Employer and the employee.

### **D. Return Rights**

Any employee assigned to an administrative or supervisory position who subsequently becomes a member of the bargaining unit shall be entitled to retain such rights as may have accrued under this Agreement.

## **Article XI: Procedure for Staff Reduction**

### **A. Attrition**

In the event it is necessary to have a reduction in staff, the Employer shall attempt to accomplish such reduction by attrition. In the event necessary reduction of staff cannot be accomplished by attrition, the

Employer shall determine which employees are to be retained according to the following procedure:

**1. Staff Reduction Within a Building**

When employment cannot be provided in a particular building, the reduction in staff shall be based upon (a) the needs of the school system as determined by the Employer, (b) the affected employees' certification, educational preparation and experience, and (c) the relative skill, ability and competence of the employees for which employment cannot be provided.

When those employees for which employment cannot be provided in a particular building have qualifications considered equal, the employee with the least District seniority within the building shall be transferred first. Employer-initiated transfers that result from this practice shall be conducted in accordance with the contract provisions expressly associated with Employer-initiated transfers contained in Section C.1. of Article X: Transfer Procedure.

**2. Staff Reduction Within the District**

When in the judgment of the Employer, it is necessary to have a reduction in staff within the District, such reductions will be accomplished in the following order:

(a) Through attrition;

(b) From among temporary employees with temporary or emergency certification, unless otherwise needed to maintain an existing program.

(c) From among regular part-time employees, with less than 3 full years full-time equivalent employment in the District, unless otherwise needed to maintain an existing program;

(d) From among probationary employees, unless otherwise needed to maintain an existing program.

(e) From among regular part-time employees with three or more years full-time equivalent employment in the District, unless otherwise needed to maintain an existing program.

Should further reductions be necessary and when the remaining employees have equal qualifications, the employees with the least District seniority shall be laid off first.

**B. Notification of Layoffs**

The Employer shall provide written notice to the Association and to the employee 30 calendar days prior to the actual layoff. Such notice shall include written reasons for reduction and shall be kept in the individual employee's personnel file.

**C. Recall Rights**

Any employee laid off pursuant to this practice shall have recall rights to any position for which he/she is or may become qualified for one year from the effective date of his/her layoff and shall be offered employment in such professional categories in inverse order of the layoff.

**D. Notification of Vacancies**

A laid off employee shall be notified by certified mail of an appropriate vacancy, sent to the employee's address on file in the office of the Executive Director of Personnel.

An employee's failure to respond affirmatively in writing within five calendar days after the receipt of Employer's letter shall cause loss of recall rights.

## **Article XII: In-Service Training**

### **A. Definition**

In-Service day training is defined as one day of training provided employees by the Employer during the service year.

### **B. In-Service Day Steering Committee**

#### **1. Make Up**

One-half of the members of the In-Service Day Steering Committee, exclusive of the chairperson, shall be teacher representatives appointed by the Employer from a list of nominations provided by the Association. The Assistant Superintendent for Education or his/her designee shall serve as chairperson.

#### **2. Responsibility**

The In-Service Day Steering Committee shall be established to make recommendations to the office of the Assistant Superintendent for Education on the general plan for the District's In-Service Training Day.

#### **3. Released Time**

Members of the In-Service Day Steering Committee shall be granted released time to fulfill their responsibilities upon receipt of approval by the office of the Executive Director of Personnel. Attendance of employees at In-Service Day Steering Committee meetings outside the parameters of the workday shall not be used in lieu of other employee obligations outside the parameters of the work day.

## **Article XIII: Hours**

### **A. Workday**

#### **1. Length of Day**

The total work day shall consist of not more than 7 hours and 45 minutes and shall include a scheduled duty-free lunch as provided to employees in Subsection 3 of this section.

#### **2. Arrival and Dismissal Time**

The arrival and departure time for each employee shall be determined by the Employer. However, due to variations of the length of pupil school days, employees' arrival times shall be as follows:

(a) Secondary school employees shall be required to report to duty no earlier than 30 minutes before the opening of their pupils' school day.

(b) Elementary school employees shall be required to report to duty no earlier than 55 minutes before the opening of their pupils' school day.

(c) Employees shall not be required to remain in the building after students have vacated the building on days preceding a holiday or vacation.

#### **3. Lunch Period**

Employees shall have a scheduled duty-free lunch period of at least 30 uninterrupted minutes. They shall

not be required to be available during this scheduled lunch period for conferences with students or parents or for supervision unless an emergency situation arises involving the safety of the students.

**4. Leaving the Building**

Employees may leave their building during the time encompassed by the employee's work day upon receipt of permission from their principal, their supervisor, or the Employer's appointed designee.

**B. Meetings/Activities**

**1. Faculty and Other**

An employee may be required to stay beyond the end of the regular work day for the purpose of attending faculty meetings or activities no more than 4 times each month. Attendance at such faculty meetings or activity shall not be required longer than one hour and 15 minutes beyond his/her pupils' dismissal time.

**2. Morning/Evening Meetings or Activities**

No employee shall be required to attend more than two (2) morning/evening meetings or activities outside his/her regular day each semester.

**Article XIV: Service Year**

**A.** Employees of the bargaining unit agree to a service year of 195 days. New employees will agree to a service year of 197 days, thus allowing a necessary two-day work orientation before the reporting of employees experienced in the District.

**B.** Paid holidays during the service year are as follows:  
Labor Day  
Thanksgiving (2 days)  
Memorial Day

**C.** Paid vacations during the service year are as follows:  
Spring vacation (5 days)

**D.** In-Service during the service year is as follows:  
One day

**E.** A calendar advisory committee with teacher representatives appointed by the Employer, from a list of nominations from the Association, shall be established to make recommendations to the Superintendent or his/her designee regarding the organization of the District's calendar.

**Article XV: Leaves of Absence**

**A. Prior Notice**

**1.** Regular full-time employees must complete a request for approval of absence from school duties on such form as provided by the Employer for all absences except illness. This form must be completed at least ten (10) days prior to the date of absence whenever possible.

**2.** If an employee expects to return to the assignment, the employee must notify the immediate Employer

representative of such intention by no later than 45 minutes prior to normal student dismissal time on the previous day. If the employee does not give the required notification of intent to return and a substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day and the pay for this will be deducted from the employee's salary.

## **B. Bereavement Leave**

1. In the case of the death of the wife, husband, or (step) child of a regular full-time employee, or of the employee's (or spouse's) (step) father, (step) mother, (step) brother, (step) sister, or legal dependent, the employee shall be granted permission to be absent from duty by the office of the Executive Director of Personnel for as many days not to exceed five, during the individual employee's service year as may be necessary in the opinion of the office of the Executive Director of Personnel for attendance at the funeral and for any other purposes directly arising out of said death, and no deduction of pay shall be made for the days of absence so granted.

2. In case of the death of any other relative or person of unusually close personal relationship, one-half day of absence shall be allowed during the individual's service year without loss of pay for attendance at the funeral if the funeral is being held in the area of greater Des Moines. If the funeral is being held outside the area of greater Des Moines, one day of absence shall be allowed. The office of the Executive Director of Personnel shall have the authority to extend the above provisions for any other purpose directly arising out of said death, and no deduction of pay shall be made for the days of absence required.

3. An employee who is paid while on bereavement leave during his/her extended service year shall have the obligation to complete his/her extended work assignment at no additional pay.

## **C. Emergency Leave**

Regular full-time employees shall be allowed a total of three days in any one individual employee's service year without loss of salary for emergency leave, such as illness within the immediate family, disaster, court subpoena, or other necessary court appearance, and other circumstances recognized as emergencies by the principal and the office of the Executive Director of Personnel. An employee who is paid while on emergency leave during his/her extended service year shall have the obligation to complete his/her extended work assignment at no additional pay.

## **D. Special Leave**

One day, or two half days, may be used per school year, without accumulation, for special leave chargeable to the regular full-time employee's current emergency leave. Such absence may not be taken during the first or last student contact week of the semester or immediately before or after holidays or vacation periods. Requests for special leave must be made on a form provided by the Employer, such form not requiring specific reasons, but understood to be bona fide personal or business

activities that cannot reasonably be accomplished outside the normal work day, prior to the absence, with permission to be granted by the office of the Executive Director of Personnel.

#### **E. Jury Duty**

In the absence of extraordinary circumstances, employees may be excused for jury duty. In order that no employee shall suffer financial loss because of such absence, no deduction from the employee's compensation will be made during the term of jury service, provided that all jury fees received by any such employee be turned over to the School District.

#### **F. Political Activity**

A leave of absence may be granted for one semester or one year to an employee who desires to run for office or take part in political activity. This provision recognizes the rights and obligations of employees to be participating citizens in such activities as voting, discussing political issues, campaigning for candidates, or running for and serving in public office. Such a leave would be granted without pay.

#### **G. Sabbatical Leave**

A sabbatical leave may be granted to a regular full-time employee for the purpose of study, travel or other reasons involving probable advantage to the school system. A sabbatical leave shall be for either one or two consecutive semesters. Written application must be made to the office of the Executive Director of Personnel before April 1st for the following year, or before October 1st for the second semester. An employee requesting sabbatical leave must have completed five (5) consecutive full-time years of service with the Employer following probation. The pay for an employee on sabbatical leave shall be 60% of that employee's salary at the time of the sabbatical. An employee on sabbatical leave shall be provided the opportunity to purchase insurance benefits described in Article XVIII at the Employer plan's premium cost. Not more than five (5) teachers may hold sabbatical leaves simultaneously. Selection of an employee for receipt of sabbatical leave shall be made by the Office of the Executive Director of Personnel. While on leave, an employee may not engage in full-time employment except upon receipt of written permission from the Office of the Executive Director of Personnel. This does not preclude acceptance of fellowships or other grants or gifts.

Regular full-time employees who have been granted a sabbatical leave will agree to return to the service of the Employer for a period equal to two (2) times the length of the sabbatical leave. If an employee does not fulfill this obligation to return to regular service at the expiration of the leave, all pay received during the leave will become immediately due and payable to the Employer.

#### **H. Educational Purposes**

Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Office of the Executive Director of Personnel. If any regular full-time employee wishes to be absent from duty for a brief period to attend a professional meeting, or to visit schools, a written

request for approval of such absence on a form as provided by the Employer should be signed by the principal or supervisor and filed in the Office of the Executive Director of Personnel at least ten days prior to the first day of anticipated absence.

#### **I. Military Reserve Duty**

A leave of absence will be granted for reservists for training purposes but not for a period exceeding a total of thirty (30) days in any calendar year. Leaves for training purposes are granted without loss of pay, but employees are expected to take such training during the times when school is not in session whenever possible.

#### **J. Military Service**

Leaves of absence are granted for military purposes, not to exceed the enlistment period. On completion of the military service, the salary of the employee shall be the salary stated on the Salary Schedule for the step and class for which the employee was appointed at the time of the commencement of the leave, but subject to the following conditions: That the position was not abolished; that he/she is physically and mentally capable of performing the duties of the position; that he/she makes written application for reinstatement to the Executive Director of Personnel within ninety (90) days after termination of military service; and that he/she submits an honorable or general discharge from the military service.

#### **K. Extended Leaves of Absence Without Pay**

Employees may request extended leaves of absence without pay for a period of time to be terminated at the conclusion of the semester during which the leave commenced or for one additional semester following the conclusion of the semester in which the leave commenced. An employee shall file an application in the Office of the Executive Director of Personnel. The application shall be reviewed by that office and will be submitted to the Board of Directors for their consideration. Extended leaves of absence may be granted for health, professional study, or family responsibilities which may include child nurturing. The employee's service will resume either at the beginning of the fall or spring semester in accordance with the leave of absence agreement.

While on extended leave, the employee's interest in the retirement funds, accumulated sick leave and placement on the salary schedule shall be frozen. While no additional benefits will be provided by the Employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence, the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave.

A request for early termination of the leave agreement and a reinstatement of position must be made in writing to the Office of the Executive Director of Personnel at least thirty (30) days prior to the beginning of the new semester. The Employer shall reserve the right to delay reinstatement until the beginning of the school semester following the request. Early reinstatement before the beginning of the new semester would be contingent upon an available vacancy.



An employee who is granted a leave of absence for a regular school year must indicate a desire to return at the time all other employees sign a contract for the new year.

#### **L. Summer School**

Employees engaged in teaching summer school shall be granted two "summer school days" of absence in a single term for either sick leave or emergency leave or a combination of both, non-accumulative.

#### **M. Religious Holidays**

Employees whose religious affiliation requires the observance of holidays other than those regularly scheduled in the school calendar may be excused by the office of the Executive Director of Personnel without loss of compensation.

#### **N. Regular Part-Time Employees**

Regular part-time employees are subject to all practices granted in Article XV, with the stipulation that regular part-time employees shall engage in practices granted in Article XV, Section A.1, Section B.1, Section B.2, Section C, Section D and Section H at a ratio proportionate to the employee's part-time condition of employment.

### **Article XVI: Compensation**

#### **A. Basic Salary of Employees**

The basic salary of regular full-time employees covered by this Agreement is set forth in Appendix 1, which is attached to and incorporated into this Agreement. The basic salary of regular part-time employees shall be at a ratio proportionate to the employee's part-time condition of employment.

#### **B. Supplemental Pay for Supplemental Job Assignments**

Assignments for which an employee may receive supplemental pay will be made on an individual basis between the employee to perform the service and the Employer. Supplemental pay shall be granted those employees assigned by the Employer to serve as a consultant teacher, school nurse practitioner, pupil service coordinator, elementary unit or team leader, or elementary assistant to the principal. Said assignment shall be made by the Employer. No such assignment shall exceed a duration of one year.

An employee assigned to a supplemental job will be paid on the schedule of supplemental pay for supplemental job assignments as set forth in Appendix 2 which is attached hereto and incorporated into this Agreement. As a condition for receipt of supplemental pay, an employee shall be expected to provide service necessary to fulfill all job responsibilities associated with the supplemental job assignment.

#### **C. Supplemental Pay for Extra Duties**

Extra activities for which an employee may receive supplemental pay will be assigned on an individual basis between the employee performing the service and the Employer. No such assignment shall exceed a duration of one year. An employee assigned extra duties will be

paid on the schedule of supplemental pay for extra duties as set forth in Appendix 2 which is attached hereto and incorporated into this Agreement. As a condition for receipt of supplemental pay, an employee shall be expected to provide service to fulfill all job responsibilities associated with assigned extra duties.

#### **D.**

##### **Effective Date**

The salary and supplemental pay schedule contained in this Agreement shall take effect on August 24, 1983. Deferred payments to employees for work performed prior to this collective bargaining agreement will be made with reference to the salary schedule in effect when the work was performed.

#### **E. Reclassification**

An employee must request and receive prior approval for a course to be taken, using the request forms available from the office of the Executive Director of Personnel. If it becomes necessary for the employee to change his/her enrollment due to factors beyond his/her control (i.e. cancellation of a course, change in the hours a course meets, etc.), no prior notice need be given the Executive Director of Personnel. If such change does occur, the Executive Director of Personnel must be notified in writing within five (5) working days after the work is begun in order for the course to be considered for advancement on the salary schedule or to maintain eligibility for employment.

Where a college course credit or other acceptable credit is to be used for the purpose of advancement on the salary schedule (or to maintain eligibility for employment), such credit must receive approval by the office of the Executive Director of Personnel.

Requests for reclassification based upon acceptable completion of approved courses will be accepted until September 1, 1983, to include work completed prior to September 1, 1983. A certified transcript from the training institution documenting successful completion of the previously approved credit(s) must be submitted to the office of the Executive Director of Personnel for evaluation by September 15, 1983, in order that the salary of an employee can be changed from one class to another when applicable. The salary increase as a result of reclassification will be retroactive to the effective date of the salary schedule.

Credit up to the tenth step of any salary level on the employee salary schedule may be given for previous teaching experience or job-related work experience in a duly accredited school or place of employment.

#### **F. Advancement on Salary Schedule**

Regular full time and part time employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for 1983-84 if service that meets performance standards has been provided by the employee during the 1982-83 service year and the employee is not at the maximum step for his/her educational classification. Minimum service during the service year to be eligible for a vertical step on the schedule is 130 working days.

In the event that a regular part time employee is assigned to full time employment, the employee's placement on the salary schedule shall be computed by

granting one year of experience on the salary schedule for each consecutive year of prior full time service that meets performance standards and one year of experience on the salary schedule for each consecutive two year period of part time service that meets performance standards if this placement does not exceed the maximum step for his/her educational classification. No more than one step advancement shall be granted to 1982-83 regular part time employees to determine initial placement on the 1983-84 salary schedule.

#### **G. Schedule of Payment**

An employee shall be paid at his/her assigned building or by mail on the following dates:

September 9 and 23, 1983  
October 7 and 21, 1983  
November 4 and 18, 1983  
December 2, 16 and 30, 1983  
January 13 and 27, 1984  
February 10 and 24, 1984  
March 9 and 23, 1984  
April 6 and 20, 1984  
May 4 and 18, 1984  
June 1, 15 and 22, 1984  
July 6 and 20, 1984  
August 3, 17 and 31, 1984

Twenty-six checks will be equal in gross salary, and the twenty-seventh check on August 31, 1984, will be equal to one-half the gross of any one of the other twenty-six.

An employee may elect to receive a two hundred dollar and twenty cents (\$200.20) salary advance to be paid on September 7, 1984. The salary advance will be deducted as a miscellaneous payroll deduction from the 1984-85 salary in twenty-six equal installments of seven dollars and seventy cents (\$7.70) from each check. The employee must, prior to August 15, 1984, notify the Controller's Office, in writing, of his/her desire for the salary advance.

#### **H. Personal Property Damage**

The Employer shall establish a fund of \$2,500 for the purpose of reimbursing an employee for damage to the employee's personal wearing apparel or accouterments experienced as a result of the maintaining of discipline or of a violent act occurring when the employee is acting within the scope of his/her employment and pursuant to existing policy. An employee may request reimbursement only for the actual value of the damaged apparel or accouterments and only to the extent that such damages exceed the coverage provided by any Homeowner, Personal Property Floater or similar valid and collectible insurance and in no case shall reimbursement be granted that exceeds \$150 per employee per occurrence. Each request for reimbursement must be in writing to the Executive Director of Personnel, must describe the incident and the damage, must be approved by the employee's principal or appropriate supervisor, and must state the amount of reimbursement sought and verification thereof. Reimbursement determinations shall be the sole prerogative of the Office of the Executive Director of Personnel and in the event the fund is exhausted during the duration of this Agree-

ment, no additional requests by employees for reimbursement shall be paid.

The School District, the Board, each individual Board Member and all administrators shall be indemnified and held harmless against any and all claims, suits, or other forms of liability, and all court cases arising out of the provisions of this Agreement between the parties for damage to personal wearing apparel or accouterments.

### **Article XVII: Medically Related Disability Leave**

**A.** An employee must report the intention to be absent from duty to the designated Employer representative by 7:00 a.m. on the day of the absence. If possible, notification should be given on the previous day or earlier.

**B.** If an employee expects to return to an assignment, the employee must notify the immediate supervisor of such intention no later than 45 minutes prior to normal student dismissal time on the previous day. If the employee does not give the required notification of intent to return, and the substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay for this will be deducted from the employee's salary.

**C.** Regular full-time employees shall be allowed a medically related disability leave of 15 working days during their first year of employment and 15 working days each year thereafter without loss of pay.

If an employee does not need to use the allotted days during the contract year, the unused days will be added to the allowance for the succeeding year. There is no limit on the total number of days that may be accumulated.

In the case of absences for illness or injury in any one year exceeding the aggregate days allotted for that year, the excess shall be deducted from the employee's accumulated days. At the end of the year, any of the accumulated days which are unused shall be added to the regular allowance for the succeeding year.

If an employee is unable to begin service under the contract on the date on which the contract is designated to begin, the employee shall nevertheless be entitled to draw compensation for any unused medically related disability leave accumulated from prior years of service with the District, pursuant to its regulations thereto, payable at the time regular installments are due under this contract, not withstanding the fact that actual service did not commence under this contract for the school year covered therein.

If an employee is unable to report for duty on the first day of the new contract, and has no accumulated medically related disability leave on which to draw, compensation for medically related disability leave will not be allowed under the new contract until the employee does report, whereupon it will become retroactive.

All accumulated medically related disability leave is forfeited upon the termination of employment.

**D.** Regular part-time employees are subject to all practices granted in Article XVII with the stipulation that regular part time employees shall engage in

practices granted in Article XVII, Section C, at a ratio proportionate to the employee's part time condition of employment.

## Article XVIII: Insurance

### A. Life Insurance and Disability Coverage

The Employer will pay the full insurance policy premium for each regular full time employee to provide a group insurance package consisting of (1) \$15,000 individual life insurance and (2) an individual long term disability program. Employee benefit payment period for disability due to accident or illness will in no case extend beyond the benefit payment period state below:

Age (at disability)	Maximum Benefit Payment Period (following disability qualification period)
Age 60 and under	Benefit period as described by the carrier
61	To age 65, but not less than 5 years, 6 months
62	3 years, 6 months
63	3 years
64	2 years, 6 months
65	2 years
66	1 year, 9 months
67	1 year, 6 months
68	1 year, 3 months
69	1 year

This coverage shall become effective on September 1, 1983.

### B. Health Insurance

The Employer shall contribute the full composite premium costs for a 90/10% deductible and co-insurance health care insurance plan policy premium for each regular full time employee deemed eligible. The health care insurance plan policy shall include a two dollar per deductible prescription drug insurance plan. Participation in the health insurance benefit is voluntary for each eligible employee. In order to qualify for the Employer's share of the monthly premium, the employee must qualify under the rules and regulations of the respective carrier and may enroll in one of the following plans:

1. Single Plan
2. Family Plan

This coverage shall become effective on September 1, 1983. For new employees, coverage shall become effective within no more than 45 days from the date on which the employee begins service under his/her individual contract and upon approval of the employee's application by the carrier.

Upon attaining the age of 65, an employee who wishes to qualify for the Employer's share of the monthly premium must notify the carrier of his/her attainment of age 65 by processing an enrollment card, must qualify under the rules and regulations of the respective carrier and must enroll in the following plan:

1. Medicare Program under Social Security

The annual enrollment application card for Health Insurance benefit plans will be available upon request from the office of the Executive Director of Personnel.

Changes within any plan will be allowed, provided the request for change is made on an appropriate application card, transmitted to the office of the Controller, and is in accord with the rules and regulations of the respective carrier.

#### **C. Dental Insurance**

The Employer shall contribute the full premium cost for a dental insurance plan policy premium for each regular full time employee deemed eligible. Participation in the dental insurance benefit is voluntary for each eligible employee. In order to qualify for the Employer's share of the monthly premium, the employee must qualify under the rules and regulations of the respective carrier. This coverage shall become effective on September 1, 1983.

On September 1, 1983, the Employer shall contribute the full family premium cost for a dental insurance plan policy premium for each regular full time employee deemed eligible. Participation in the dental insurance benefit is voluntary for each eligible employee. In order to qualify for the Employer's share of the monthly premium, the employee must qualify under the rules and regulations of the respective carrier.

#### **D. Auto Liability**

The Employer shall pay the full insurance policy premium for each regular full time employee to purchase an insurance benefit (1) of \$500,000 bodily injury liability, and (2) \$100,000 property damage liability. The insurance benefits provide additional coverage beyond an employee's own policy. In order to qualify for benefits, the employee must qualify under the rules and regulations of the respective carrier, must be involved in an accident while driving the employee's own car on authorized school business, must be acting within the scope of the employee's employment or duties, and may qualify only when the use of the personal car has been authorized by a recognized representative of the Employer. Insurance benefits do not apply while an employee is driving to or from work or during other personal use of the employee's automobile.

#### **E. Continuation**

In the event that a regular full time employee becomes the recipient of disability insurance benefits, the Employer will continue to pay the appropriate premium costs to purchase benefits of the Health Insurance plan described in Article XVIII, Section B, throughout the duration of the period of disability.

#### **F. Early Retirement Insurance**

The Employer shall continue to contribute the appropriate premium costs to purchase benefits of the Health Insurance plan described in Article XVIII, Section B, for those employees who will be at least 60 years of age on August 15, 1983, who have effected a voluntary resignation that terminates the employee's continuing contract at the conclusion of the final day of the 1983-84 academic year, and who was covered by the Health Insurance plan at the time of retirement. The Employer's contribution shall continue until the retiree attains the age of 65 or becomes eligible to receive insurance benefits under any other plan.

### **G. Staff Reduction Insurance**

Any employee laid off pursuant to Article XI: Procedure for Staff Reduction, shall be provided the opportunity to purchase benefits of the Health Insurance plan described in Article XVIII, Section B, throughout the duration of the time the employee has recall rights and contingent upon the employee's transmittal, to the office of the Controller, of their total monthly premium payment by no later than the 5th day of each month, beginning on July 5, 1983. Absence of receipt of an employee's total monthly premium payment in compliance with the above designated time schedule will result in immediate termination of the employee's benefits of the Health Insurance plan.

The Association and each individual employee agree to indemnify and hold harmless the School District, the Board, each individual Board Member and all administrators against any and all claims, suits, or other forms of liability and all court costs arising out of the provisions in the Agreement between the parties for staff reduction insurance. Premiums paid by an employee for benefits of the Health Insurance plan for months that follow the month of an employee's recall will be refunded.

### **H. Selection of Carriers**

The Employer shall have the sole and exclusive right at any time to procure insurance providing benefits at least equivalent to those referred to in Sections A, B, C and D above, as in force during the 1982-83 academic year, from any other reputable insurance company.

### **I. Part Time Employee Benefits**

Regular part time employees shall be provided the opportunity to purchase benefits of one of the plans described in Article XVII, Sections B and C, at the Employer plan's premium cost. The Employer will pay the Employer's share of the premium cost at a ratio proportionate to the employee's part-time condition of employment contingent upon receipt of the employee's yearly share of the employee's premium by no later than September 1, 1983.

### **J. Description**

The Employer will provide a description of the insurance referred to in Sections A, B, C and D of this article to the Association and to individual employees upon request.

## **Article XIX: Health Procedures**

### **A. Physical Fitness—New Employees**

New employees are required to file a medical examination report with the Director of Health Services before reporting for duty in the Des Moines Schools. The employee must pay for the cost of this examination given by a physician of his/her choice and reported on the form provided by the Employer.

### **B. Physical Procedures—Continuing Employees**

An employee must have a physical examination every three years by a licensed physician of his/her choice. The employee agrees to submit to laboratory work as specified and paid for by the Employer and agrees to present evidence of physical fitness to perform

duties assigned. Such evidence shall be a statement by a licensed physician on the Employer's physical examination form, attesting to the employee's fitness.

## **Article XX: Safety Procedures**

Safety is a mutual concern of the Employer and employee. The Employer shall be alert to unsafe practices, equipment, or conditions and shall endeavor to provide a safe place of employment. The employees in the course of performing duties associated with the mission of the Employer, shall be alert to unsafe practices, equipment, or conditions and shall endeavor to report any unsafe practices, equipment, or conditions to their immediate supervisor.

Whenever the physical facilities of a building are deemed unoccupiable for students, the building shall be deemed unoccupiable for employees. However, employees shall fulfill those activities deemed necessary by the Employer to assure the continuing provision of instruction.

## **Article XXI: Grievance Procedure**

### **A. Definitions**

#### **1. Grievance**

A "grievance" is a claim made by an employee that there has been a violation of a specific provision of this Agreement.

#### **2. Aggrieved Person**

An "aggrieved person" is the person making the complaint.

#### **3. Party in Interest**

A "party in interest" is the person making the complaint and any person, including the Employer, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

### **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

### **C. Procedure**

#### **1. Time Limits**

Failure of an employee to initiate Level One on any alleged grievance within ten (10) working days from time of the occurrence of the alleged violation shall act as a bar to any written appeal at any step under these procedures.

#### **2. Year-End Grievance**

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a



maximum of 30 days thereafter. Reduction of the time limit shall be with mutual consent.

**3. Level One—Principal or Immediate Supervisor (Informal)**

An employee with a grievance shall first discuss it with the principal or immediate supervisor, with the objective of resolving the matter informally.

**4. Level Two—Principal of Immediate Supervisor (Formal)**

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal or immediate supervisor. The form for filing the grievance shall be designed by the Association and subject to the approval of the Employer. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) working days after the date of occurrence of the event giving rise to the grievance. The principal or immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee within ten (10) working days after receipt of the grievance.

**5. Level Three—**

The Executive Director of Elementary or Secondary Education or the Administrator responsible under the Superintendent's Level or his/her designee

In the event a grievance has not been satisfactorily resolved at the Second Level, the aggrieved employee shall file, within five (5) working days of the principal's or immediate supervisor's written decision at the Second Level, a copy of the grievance with the Executive Director of Elementary or Secondary Education or the Administrator responsible under the Superintendent's Level or his/her designee. Within ten (10) working days after such written grievance is filed, the aggrieved and the Executive Director of Elementary or Secondary Education or the Administrator responsible under the Superintendent's Level or his/her designee shall meet to resolve the grievance. The Executive Director of Elementary or Secondary Education or the Administrator responsible under the Superintendent's Level or his/her designee shall file an answer within ten (10) working days of the Third Level grievance and communicate it to the employee and the principal or immediate supervisor.

**6. Level Four—Superintendent**

In the event a grievance has not been satisfactorily resolved at the Third Level, the aggrieved employee shall file, within five (5) working days of the Executive Director of Elementary or Secondary Education or the Administrator responsible under the Superintendent's Level or his/her designee's written decision at the Third Level, a copy of the grievance with the Superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved and Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer

within ten (10) working days of the Level Four grievance meeting and communicate it in writing to the employee and the Executive Director of Elementary or Secondary Education or the Administrator responsible under the Superintendent's Level or his/her designee.

#### **7. Level Five—Binding Arbitration**

(a) If the aggrieved person is not satisfied with the disposition of the grievance by the Employer, the aggrieved person and the Association shall meet within five (5) working days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

(b) If the Association determines that the grievance is meritorious, it may, with concurrence of the aggrieved, submit the grievance to arbitration within five (5) working days.

(c) Within ten (10) working days after written notice to the Employer of submission to arbitration the Employer and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain said commitment within the specified period, a written request for a list of arbitrators shall be made to the Federal Mediation and Conciliation Service (FMCS). The parties, within five (5) days of receiving said list, shall attempt to mutually agree upon an arbitrator. If the parties have not so agreed within five (5) days, then, from a list of arbitrators provided by FMCS, each of the parties (the moving party striking first), shall strike one (1) name at a time from the panel until only one (1) name remains. The person whose name remains shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Employer, the employee and the Association. The arbitrator shall hold hearings promptly and shall issue his decision not later than fifteen (15) working days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be submitted to the Employer, the employee and the Association, and shall be binding on the parties.

(e) The costs for the services of the arbitrator, including per diem expenses, necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### **D. Rights of Employees to Representation**

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. Any aggrieved person may be represented at all formal and informal stages of the grievance procedures by himself or by the employee and a representative from the Association.

If any employee files any claim or complaint other

than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claimed set of facts through the grievance procedures.

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives heretofore referred to in this Article.

**E. Availability of Forms**

Forms for filing a grievance shall be available at the office of the Association, the office of the Executive Director of Personnel, or the office of the principal of each building.

**F. Discriminating Action Prohibited**

The Employer shall not discriminate against an employee for filing a grievance.

**G. Separate Grievance File**

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

**Article XXII: Voluntary Early Retirement**

**A. Purpose**

The purpose of this Voluntary Early Retirement article is to promote economy and efficiency in the School District by providing an orderly means whereby older employees may, without hardship or prejudice, be replaced by younger employees, and to provide a means of orderly attrition of employees in case there is a need for reduction in staff, and to that end, to provide an early retirement system which will provide incentives for early retirement and will benefit the taxpayers by making use of tax dollars through savings on staff costs as well as to maintain a mixture of experienced employees along with less-experienced employees and which, by its provisions, will improve the services provided by the Employer, reduce excessive personnel turnover or offer suitable attraction to high-grade people to accept employment from the Employer.

**B. Eligibility and Procedure—Age 60 to Age 65  
Early Retirement**

The Employer extends an offer of early retirement benefits to employees who have completed at least 10 years of continuous service and who will be 60 years of age through 65 years of age by August 15, 1983.

This benefit is offered only to employees who will not be more than age 65 or less than 60 on August 15, 1983. Written acceptance of this benefit must be received in the Office of the Executive Director of Personnel by March 1, 1984. Acceptance of this benefit by an employee shall constitute a voluntary resignation and shall terminate the employee's continuing contract, said termination to be effective at the conclusion of the final day of the 1983-84 academic year.

**C. Eligibility Procedure—Age 60 to Age 59  
Early Retirement**

Employees who will be 50 years of age through 59

years of age by August 15, 1983, may make application for early retirement benefits to the Office of the Executive Director of Personnel. Applications must be received by the Office of the Executive Director of Personnel no later than March 1, 1984. Each application will be reviewed on an individual basis and will be subject to approval of the Office of the Executive Director of Personnel.

An employee's application for early retirement benefits is, in itself not a resignation of a contract with the Employer. However, acceptance by the Employer of an employee's application for early retirement will be considered a voluntary resignation and termination of the employee's continuing contract, said termination to be effective at the conclusion of the final day of the 1983-84 academic year. Should the Employer not accept the application, the employee will remain as a certificated employee unless the employee otherwise resigns.

#### **D. Benefit Computation**

An eligible employee, upon early retirement, shall receive as early retirement benefits, a one time amount based upon computations associated with employee's salary as of September 1, 1983, based upon the 1983-84 Salary Schedule.

#### **E. Pro Rata Schedule—Age 60 to Age 65 Early Retirement**

An employee eligible for early retirement benefits, as defined and limited in Section B, will receive the following benefits on September 1, 1984:

1. **Age 60:** 100% of the difference between the salary associated with Class I, Step 4 and the employee's salary as of September 1, 1983, on the 1983-84 Salary Schedule.
2. **Age 61:** 90% of the difference between the salary associated with Class I, Step 4 and the employee's salary as of September 1, 1983, on the 1983-84 Salary Schedule.
3. **Age 62:** 80% of the difference between the salary associated with Class I, Step 4 and the employee's salary as of September 1, 1983, on the 1983-84 Salary Schedule.
4. **Age 63:** 70% of the difference between the salary associated with Class I, Step 4 and the employee's salary as of September 1, 1983, on the 1983-84 Salary Schedule.
5. **Age 64:** 60% of the difference between the salary associated with Class I, Step 4 and the employee's salary as of September 1, 1983, on the 1983-84 Salary Schedule.
6. **Age 65:** 50% of the difference between the salary associated with Class I, Step 4 and the employee's salary as of September 1, 1983, on the 1983-84 Salary Schedule.

#### **F. Pro Rata Schedule—Age 50 to Age 59 Early Retirement**

Eligibility for early retirement benefits, as defined and limited in Section C, will be dependent upon acceptance of the employee's application for early retirement benefits by the Office of the Executive Director of Personnel. Such acceptance will provide a cash benefit on September 1, 1984, of 100% of the difference between the salary associated with Class I, Step 4 and

the employee's salary as of September 1, 1983, on the 1983-84 Salary Schedule. This will be a one time cash benefit accruing to the retiree as of September 1, 1984.

**G.** The provisions of this Article are available until March 1, 1984, unless specific action is taken by the Office of the Executive Director of Personnel to extend the benefit beyond the March 1, 1984, deadline.

**APPENDIX 1 — 1983-84 SALARY SCHEDULE  
CERTIFIED TEACHERS, NURSES AND DENTAL HYGIENISTS**

Classes are based upon professional preparation; Steps are based upon years of approved experience.

CLASS	I		II	III	IV	V	
	R.N.	R.N. + 30 hours	Bachelor's degree	Bachelor's + 15 hours	Master's degree	Master's + 15 hours	Master's + 30 hours
0	\$11,412	\$12,867	\$13,750	\$14,438	\$15,125	\$15,812	\$16,500
1	11,897	13,352	14,369	15,056	15,812	16,500	17,188
2	12,382	13,837	14,988	15,675	16,500	17,188	17,875
3	12,867	14,322	15,606	16,294	17,188	17,875	18,562
4	13,352	14,807	16,225	16,912	17,875	18,562	19,250
5	13,837	15,292	16,844	17,531	18,562	19,250	19,938
6	14,322	15,777	17,462	18,150	19,250	19,938	20,625
7	14,864	16,319	18,081	18,769	19,938	20,625	21,312
8	15,406	16,861	18,700	19,388	20,625	21,312	22,000
9	15,948	17,403	19,319	20,006	21,312	22,000	22,688
10		17,917	19,938*	20,625*	22,000*	22,688*	23,375*
			#	#	#	#	#
11			20,625	21,312	22,756	23,375	24,062
12			21,312	22,000	23,512	24,062	24,750
13			22,000	22,688	24,269	24,819	25,438
14			22,688	24,375	25,025	25,575	26,125
15					25,781	26,331	26,881
16							27,638

\*Maximum starting salaries for new employees.

#Training Increment. Not eligible to advance except upon completion of six semester hours of approved work during the preceding five years.

Teachers with earned doctorate receive \$300 additional.

An additional \$300 will be paid for R.N. plus 60 approved hours. Base of nurses' schedule is 83% of base on teacher's schedule.

**APPENDIX 2**  
**1983-84 SUPPLEMENTAL PAY SCHEDULE**

**Supplemental Pay for Supplemental Job Assignments**

Consultant Teacher .....	\$1,331/year
School Nurse Practitioner .....	1,331/year
Elementary Reading Resource Teacher .....	1,331/year
Pupil Service Coordinator .....	905/year
Unit or Team Leader .....	905/year
Assistant to the Elementary Principal—	
If principal has one building: 4% of teacher contract	
If principal has two buildings: 6% of teacher contract	
Elementary Instrumental Music Assignment:	
full time .....	251/year
part time .....	152/year
Elementary Vocal Music Department .....	251/year

**Supplemental Pay for Extra Duties**

1. Extended time: \$71.89/day

Secondary: Counselor	School Psychologist
Librarian	School Social Worker
Office Education Coordinator	
Distributive Education Coordinator	
Vocational Homemaking Teacher	

2. Transitional Schools

Band .....	672/year
Vocal Music .....	672/year
Intramurals .....	672 year/school

3. Senior High

Band (includes preparation week) .....	\$1,969/year
Assistant Band .....	599/year
Dramatics .....	1,610/year
Forensics .....	1,610/year
Assistant Forensics .....	599/year
Vocal Music .....	1,610/year
Assistant Vocal Music .....	599/year
Student Government .....	446/year
Drill Team .....	446/year
Cheer Leaders .....	446/year
Pep Club .....	446/year

**Summer Assignments**

Curriculum Development .....	\$11.70/hour
Teaching .....	11.70/hour

**Supplemental Pay for Extra Duties, 1983-83 (continued)**

**ATHLETICS**

**Each Team/Season**

Baseball/Softball	Head Coach	\$1,610
	Sophomore Coach	2,043
	Ninth Grade	704
Basketball	Head Coach	2,321
	Sophomore Coach	1,331
	Assistant	1,183
	Ninth Grade	1,043
Cross Country	Head Coach	812
Football	Head Coach	2,321
	Sophomore Coach	1,331
	Assistant	1,183
	Ninth Grade	1,043
Golf	Head Coach	812
Gymnastics	Head Coach	1,610
	Assistant	446
Swimming	Head Coach	1,610
	Sophomore Coach	1,043
Tennis	Head Coach	812
Track	Head Coach	1,610
	Assistant	1,043
	Ninth Grade	704
Volleyball	Head Coach	812
Wrestling	Head Coach	1,610
	Sophomore Coach	1,043
	Ninth Grade	704

**Each School**

Athletic Manager	\$2,321
Assistant Athletic Manager	1,043
Equipment Manager	1,469





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DECEMBER /5, 1983

*This report is authorized by law 29 U.S.C. 2. Your voluntary cooperation is needed to make the results of this survey comprehensive, accurate, and timely.*

Form Approved  
O.M.B. No. 1220-0001  
Approval Expires 7/31/84

JAN 24 1984 - R

PERSONNEL OFFICER  
CITY OF DES MOINES  
CITY HALL  
FIRST AND LOCUST STREETS  
DES MOINES , IA. 50309

PREVIOUS AGREEMENT EXPIRED  
JULY 31, 1983

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

**Des Moines Iowa Indep Community Sch Dist Prof Res WITH EDUCATION ASSOCIATION; NATIONAL IOWA**

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print)*

1. Approximate number of employees involved 1967.5
2. Number and location of establishments covered by agreement \_\_\_\_\_
3. Product, service, or type of business \_\_\_\_\_
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

Your Name and Position

Area Code/Telephone Number

Address

City/State/ZIP Code