

2020-2021

**Agreement Between
West Des Moines
Community Schools
and
West Des Moines
Educational Support
Personnel**



WEST DES MOINES
COMMUNITY SCHOOLS

TABLE OF CONTENTS

	PAGE
ARTICLE I	Bargaining Unit..... 1
ARTICLE III	Grievance Procedure 2
	Appendix B - Grievance Report.....16
ARTICLE V	Seniority 4
ARTICLE VI	Probation 5
ARTICLE X	Change of Job Classification..... 5
ARTICLE XI	In-Service Training 5
ARTICLE XII	Leaves 5
ARTICLE XIII	Safety..... 8
ARTICLE XIV	Work Year..... 8
ARTICLE XV	Hours of Work and Overtime..... 9
ARTICLE XVI	Holidays10
ARTICLE XVII	Vacations.....11
ARTICLE XIX	Compensation.....12
ARTICLE XX	
	2019-2020 Wage Schedule A.....13
	Nutrition Services – Wage Schedule B13
	Transportation – Wage Schedule C.....14
	Operations – Wage Schedule D.....14
ARTICLE XXI	Savings Clause15
ARTICLE XXII	Duration.....15

**ARTICLE I
BARGAINING UNIT**

- A. **INCLUDED:** All non-certified school employees, and, non-certified substitutes performing any service in more than four (4) consecutive months.
- EXCLUDED:** Head bus driver; community education employees; secretaries to superintendent, human resources, administrative services, and informational services; supervisors; nutrition service managers; Valley foreman and assistant; maintenance and operations secretary; nutrition services financial secretary; nutrition services purchasing secretary; district payroll clerks and accounting clerks in the district accounting office; all employees excluded by Section 4 of the Act; and all respective substitutes for the excluded positions.
- B. The term “employee,” as used in this Agreement, shall not include substitutes, and they are not covered by its provisions, except under Articles I, III, IV, VI, XII D, E, XIV, XXI and Appendix B.

ARTICLE III GRIEVANCE PROCEDURE

- A. Purpose
The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee grievances and disputes over alleged violations of this Agreement. There will be an attempt to resolve informally, or at the earliest possible stage, all grievances. Informal settlements in any stage will bind the immediate parties to the settlement but will not serve as a precedent in any other grievance proceeding.
- B. A “grievance” is a claim by an employee that there has been a misinterpretation, violation or misapplication of any provision of this Agreement.
- C. All time limits herein will consist of school days, Monday through Friday. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. There shall be no obligation by the employer to consider any grievance not filed or appealed in a timely manner.
- D. An aggrieved person may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the WDMESP. When the employee is not represented by the WDMESP, the WDMESP shall have the right to be present at all levels as a party of interest and will have the right to grieve any adjustment of the employee’s complaint.
1. Every employee covered by this Agreement will have the right to present grievances in accordance with these procedures.
 2. The failure of the employee (or, in the event of an appeal to arbitration, the WDMESP) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the employer’s representative’s failure to give a decision within the time limits will permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- E. Grievance Levels
1. Level One
An employee with an alleged grievance shall, within fifteen (15) working days from the date of the alleged violation, discuss it with his/her principal or immediate supervisor in an attempt to resolve the matter informally.
 2. Level Two
If, as a result of the informal discussion in Level One, the employee feels a grievance still exists and the employee desires to proceed to Level Two, the employee shall in writing within ten (10) working days from the date of the informal conference in Level One file a written grievance with the principal or his/her immediate supervisor on the form attached hereto. The principal or the employee’s immediate supervisor will within five (5) working days following the receipt of the written grievance meet with the employee to discuss the grievance. Within five (5) working days following this meeting, the principal or the immediate supervisor will communicate in writing to the employee the disposition of the grievance with a copy to the WDMESP.
 3. Level Three
In the event the employee is not satisfied with the decision at Level Two and the employee desires to proceed to Level Three of the grievance procedure, the employee will file within five (5) working days of the employee’s receipt of the written decision from Level Two a copy of the written grievance with the Superintendent or his/her designee. Within ten (10) working days after such

written grievance is filed, the employee and the Superintendent or his/her designee will meet to discuss the grievance. Within five (5) working days of the meeting the Superintendent or his/her designee will indicate the disposition of the grievance in writing and furnish a copy thereof to the WDMESP and to the Board of Education.

4. Level Four

If the grievance is not resolved satisfactorily at Level Three, the employee and the Association may within thirty (30) working days request arbitration, with written notification to the Director of Human Resources/Designee. The parties will try to agree on an arbitrator within ten (10) working days after receipt of the written notice. If the parties cannot mutually agree on an arbitrator, then within five (5) working days from the said meeting held to attempt to agree, either party may request the Public Employee Relations Board to recommend a list of five (5) arbitrators from which each party will strike two (2) names. The remaining listed person will serve as the arbitrator.

No grievance may be appealed to arbitration without the approval of the WDMESP.

The arbitrator, in his/her opinion, shall not amend, modify, add to or detract from the provisions of the Agreement. His/her decision must be based solely and only upon his/her interpretation of the meaning of the Agreement. He/she shall be asked to issue the decision within thirty (30) working days after conclusion of testimony and argument. The decision of the arbitrator will be final and binding on the parties.

5. 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 the grievant, the party in interest or the school district, the time limits set forth herein will be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) working days thereafter.

6. General Provisions

- a. Group Grievance – If a grievance affects a group or class of employees because of the existence of the same facts and issues, the WDMESP may submit such grievance in writing to the Superintendent or his/her designee directly and the processing of such grievance will be commenced at Level Three. The WDMESP may process such a grievance through all steps of the grievance procedure.
- b. Meetings and Hearings – All meetings and hearings under this procedure will be conducted in private and will include only witnesses, the parties of interest, and their designated or selected representatives.
- c. Grievance Forms – Grievance forms will be as set forth in Appendix B. Copies will be available in the office of any building principal, the Office of Human Resources or from the WDMESP representatives.
- d. Arbitration Costs – The costs of the service of the arbitrator will be borne equally by the employer and the WDMESP.

**ARTICLE V
SENIORITY**

A. Definition

Seniority means a regular full-time/part-time employee's length of service since his/her day of hire. Day of hire shall mean the employee's first working day.

B. Procedures

1. Posting – In October and again in March, the employer will post on appropriate bulletin boards a seniority list showing job classifications and continuous service of each employee. A copy of the seniority list will be sent to the WDMESP when it is posted.
2. Breaks in Service – An employee's seniority record will be broken by voluntary resignation, discharge, retirement or reduction in force.
 - a. Should a laid-off employee return to work within eighteen (18) months, the seniority will continue as if no layoff occurred.
 - b. Seniority rights will be forfeited if the continuous period of lay-off exceeds eighteen (18) months.
 - c. Should a regular full-time or part-time employee leave the job classification represented by the WDMESP, the employee's seniority will be frozen. Should he/she return to the previous job classification, his/her seniority will continue from the seniority level previously attained.
 - d. Should a regular full-time or part-time 1:1 assistant lose their position due to no longer needing the support of the 1:1, the employee's seniority will be frozen. Should the employee return to the previous job classification (Schedule A) within the following semester time, his/her seniority will continue from the seniority level previously attained.
3. An employee who is absent from work for three (3) consecutive days without notification for valid reason to an appropriate supervisor will be considered having resigned. In the event an appropriate supervisor cannot be reached, the employee may notify the Director of Human Resources/Designee or designee.
6. Seniority will operate within job classifications and not buildings.
7. Seniority will operate within the job classifications listed below:
 - a. Teaching Assistant
 - b. Custodian
 - c. Maintenance
 - d. Secretary
 - e. Transportation
 - f. Media Assistant
 - g. Study Hall Supervisor
 - h. Bus Assistant
 - i. Health Assistant
 - j. Warehouse
 - k. Noon Supervisor
 - l. Nutrition General Worker
 - m. Nutrition Satellite, Floater, Lunch Clerk
 - n. Nutrition/Head, Delivery and Cleaning

**ARTICLE VI
PROBATION**

- A. A new employee will serve a probationary period of ninety (90) working days from the first work day. Upon completion of the probationary period, he/she will be put on the seniority list and his/her seniority will be determined from his/her day of hire. Day of hire shall mean the employee's first working day.
- B. During the probationary period, an employee may be terminated at the discretion of the district and the district may otherwise discipline, lay-off, or suspend such probationary employee for any reason and such action shall not be subject to review of the grievance procedure.
- C. A probationary employee shall not have any seniority rights. However, the probationary employee will be compensated for accrued leave(s) (XII) and scheduled holiday(s) (XVI).

**ARTICLE X
CHANGE OF JOB CLASSIFICATION**

- A. If an employee is being frequently utilized in a manner significantly different from his/her regularly assigned duties, that situation shall be subject to the grievance procedure.
- B. When an employee is assigned out of his/her job classification for more than five (5) continuous days, he/she will be paid retroactively for those days at a higher rate of pay.
- C. All vacancies and positions filled with temporary assignments will be posted as vacancies, and applications received to fill them, unless the vacancy is due to vacation or leave of absence.
- D. Employees may be promoted to a classification for training on a tryout basis. The employee will be informed of his/her status at the start of such an assignment. Employees will not receive a pay adjustment during the training period, which may not exceed fifteen (15) working days.
- E. Custodial staff awarded a building assignment will be assigned a designated area of the building determined by the district. Assignments may be modified as needed.

**ARTICLE XI
IN-SERVICE TRAINING**

- A. In-service training is defined as training provided by the district to various employees during the service year.
- B. No employee will be required to attend any in-service or workshop at less than his/her regular rate of pay.

**ARTICLE XII
LEAVES**

- A. Personal Illness
 - 1. All employees will have fifteen (15) sick days. Part-time employees will accumulate the number of hours they are regularly scheduled to work. For example, those employees who work a three (3) hour daily schedule would receive a total of forty-five (45) hours of sick leave eligibility; however, they would be restricted to taking their sick leave hours in increments no greater than their daily scheduled hours.

All employees hired after the beginning of the year will have the days prorated for the balance of the year.

2. Sick leave may be accumulative to the following maximum providing the days have been accumulated through consecutive years of service:
 - a. 11-12 month employees may accumulate a maximum of one hundred thirty-five (135) days.
 - b. 9-10 month employees may accumulate a maximum of one hundred twenty-five (125) days.
3. No employee is entitled to more sick days than the employee has earned.
4. Sick leave may be used for personal illness or injury which prevents an employee from performing his/her regular duties. After three or more consecutive days of sick leave, the district may require a statement from the employee's treating physician certifying that the employee was unable to work during the period of sick leave and the date expected for the employee to return to active employment. Questions which may arise as to what constitutes valid sick leave shall be directed first to the employee's immediate supervisor and then to the Director of Human Resources or designee. Management may request a doctor note if there is suspected abuse of leave, or as an improvement plan for attendance related issues.
5. Regular part-time employees who are transferred to a full-time position will have their accumulated sick leave balance equated to hourly equivalency of the new position.
6. Employees who are advised of a health condition which may require absence for more than five (5) working days (e.g., scheduled corrective surgery, pregnancy, required therapy), shall inform their immediate supervisor as soon as practical so that arrangements may be made for effective transition of responsibilities to a qualified substitute. A statement from the physician giving approval for the employee to continue to work and recommending the date on which the employee should go on leave may be required. Upon returning to work, the employee must present medical evidence that he/she is physically capable of returning to work.

B. Absence Without Pay

1. Requests for personal leave of two (2) consecutive days or less may be granted by the appropriate supervisor provided appropriate coverage can be obtained.
2. Requests for personal leave of three (3) consecutive days or more may be granted with concurrence by the appropriate supervisor, appropriate director, and Director of Human Resources/Designee, provided appropriate coverage can be obtained.
3. All applicable paid leaves must be exhausted before the employee is allowed to use absence without pay.

C. Bereavement and Family Emergency or Illness

1. In the event of death of the regular full-time or part-time employee's spouse, child, daughter/son-in-law, father, mother, sister, brother, grandchild, grandfather, grandmother, or comparable relatives of spouse, the employee will be granted permission to be absent from duty by his/her supervisor for as many days, not to exceed five (5) days per incident, as may be necessary in his/her opinion, for attendance at the funeral and for any other purpose directly arising out of said death.

2. In the event of an family emergency or illness of member of the regular full-time or part-time employee's family as listed in C-1 above, the employee will be granted permission to be absent from duty by his/her supervisor for as many days, not to exceed five (5) days per year, as may be necessary in his/her opinion.
3. No deduction of pay will be made for days so granted.
4. Qualified substitutes will be granted non-paid leave without loss of his/her status as a substitute. The stipulations contained in C-1 and C-2 shall apply.

D. Funerals for Non-Immediate Family

1. An employee will be allowed one (1) day per year with full pay to attend the funeral of other relatives or close friends upon notification to the supervisor prior to the day of the requested leave. For local funerals, such leave will generally constitute only the time necessary to attend the funeral services. This leave may be taken in one (1) hour increments.
2. Qualified substitutes will be granted this leave without pay and without loss of status as a substitute.

E. Association Leave

There will be available not more than a total of ninety-six (96) paid hours per year for representatives of the WDMESP to attend the business of the Association, except to appear as a witness against the district. Association leave may be taken in fifteen (15) minute increments.

F. Jury and Legal Leave

1. Any employee who is called for jury duty during work hours, or who is required to appear in any judicial or administrative proceeding, pursuant to a subpoena, will be provided such paid time, except to appear as a witness against the district. An employee who is required to appear in any judicial or administrative proceeding without a subpoena will be provided time off without pay. When the employee is dismissed from the court duty prior to the end of the regularly scheduled workday, the employee shall contact his/her supervisor for work instructions.
2. Any remuneration paid by the court for jury duty, less travel allowance paid by the court, will be remitted to the district by the employee. If the remuneration, less travel allowance, paid by the court exceeds the employee's net wage (gross pay minus mandatory deductions) for actual duty time missed, only the employee's net wage for actual duty time missed will be remitted to the district.

G. Military Service

As defined by the Code of Iowa.

H. Veteran's Day Leave

All military veterans, as defined in Section 35.1 of the Iowa Code, will, upon compliance with all requirements of Section 91A.5A of the Iowa Code, be granted a one-day paid leave of absence on the observance of Veteran's Day.

I. Grievance Arbitration Leave

When grievance arbitration must be scheduled on working hours, the Association will be allowed up to three (3) representatives and/or witnesses, including the grievant, to attend at no pay deduction.

J. Professional Leave

1. Attendance at professional workshops, conferences, institutes, and other such meetings related to assigned responsibilities which are conducted during duty time may be granted by the supervisor with full pay if:
 - a. the professional meeting is directed toward
 - (1) the improvement of the qualifications for performance of the employee in his/her assigned responsibilities.
 - (2) serving the interests of the district's needs.
 - b. such absence, along with other absences experienced by the employee, does not detract from the continuity of services provided by the employee.
2. Request for professional leave must be made at least five (5) working days in advance and will include anticipated expenses, if any. If approval is granted by the supervisor, the extent of the reimbursement will be determined based upon the extent of travel funds available and any such reimbursement(s) previously received by the employee. (The employee will be advised regarding the extent of reimbursement at the time the leave is approved.)

K. Specially Designated Leave

1. Up to two (2) days of leave per year will be granted with pay to regular full-time employees [thirty (30) hours or more per week] who suffer the results of natural disasters such as floods, fires or tornadoes.
2. One (1) day of leave per year will be granted with pay to regular part-time employees [less than thirty (30) hours] who suffer the results of natural disasters such as floods, fires or tornadoes.
3. Qualified substitutes will be granted this leave without pay and without loss of status as a substitute. The stipulations in J-1 and J-2 shall apply.

**ARTICLE XIII
SAFETY**

- A. The district will maintain a safe place of employment and conform to safety and health standards.
- B. The district will have readily available adequate first aid equipment for use in each building.
- C. Special clothing, equipment and devices needed by the employee to perform assigned duties in a safe manner will be provided at district expense.

**ARTICLE XIV
WORK YEAR**

- A. **Twelve-Month Employees**
The work year for twelve (12) month employees shall be from July 1 through June 30. Their employment shall include the holiday and vacation schedule as listed in said article. Any in-service day or meeting shall be on a workday.
- B. **Less Than Twelve-Month Employee**
Employees who work less than twelve (12) months shall be employed for the following number of working days which includes any in-service or meeting days and holidays as listed in said article.

1. Media Center, Special Education Program, Study Hall and Health Assistants – Number of student days in the school calendar plus a minimum of two (2) additional days if warranted in the opinion of the administrator, and holidays as listed in said article. Special Education Assistants will work days on an as needed basis.

Days in excess of this amount will be determined by the administration according to need and budgeting limitations.

2. Building Secretaries – 205 work days including all student days, conference days, in-service days, and holidays as listed in said article, with the remaining days to be determined by the administrator or appropriate supervisor.
3. Nutrition Services Employees – Number of days that school lunches are served plus any Nutrition Services in-service day(s) and holidays as listed in said article. Additional days may be assigned by the Director of Nutrition Services.
4. Transportation Employees – Regular bus route employees – number of student days in the school calendar and any in-service days in that department, and holidays as listed in said article.

Special Education Bus Route Employees – Number of Special Education student days required and any in-service days and holidays as listed in said article.

ARTICLE XV HOURS OF WORK AND OVERTIME

- A. All employees who work seven (7) or more continuous hours will be given two (2) fifteen (15) minute break periods with pay and a minimum thirty (30) minute lunch period without pay.
- B. All employees who work more than four (4) hours but less than seven (7) continuous hours will be given one (1) fifteen (15) minute break with pay and a thirty (30) minute lunch period without pay.
- C. The workday for assistants is a minimum of two (2) hours. The workday for bus drivers working the noon route is a minimum of one and one-half (1 ½ hours).
- D. Nutrition Employees
 1. All nutrition employees who work more than four (4) continuous hours but less than six (6) continuous hours will be given one (1) paid 15 minute break.
 2. All nutrition employees who work six (6) or more continuous hours but less than seven (7) continuous hours will be given one (1) paid 15 minute break and one (1) unpaid 30 minute lunch break.
 3. All nutrition employees who work seven (7) or more continuous hours will be given two (2) paid 15 minute breaks and one (1) unpaid 30 minute lunch break.
- E. Transportation Employees
 1. Estimates of average hours required to complete routes will be prepared, and such routes will be posted for driver bidding based upon driver seniority. An allowance time for preparation and clean-up of vehicles will be estimated and computed in the route time in order that this necessary work is included in payment for work performed.

2. Field Trips

- a. Drivers for daytime trips (Monday through Friday), which are scheduled to begin within one-half (½) hour of the actual completion time of their regularly scheduled AM route or ending within one-half (½) hour of the actual scheduled PM route will be paid for a minimum of one and one-half (1½) hours.
- b. Drivers for field trips that begin more than one-half (½) hour after completion of their regularly scheduled AM route or ending more than one-half (½) hour prior to the beginning of their regularly scheduled PM route will be paid for a minimum of two (2) hours.
- c. Drivers for trips on evenings (after completion of daily PM route), Saturdays, Sundays or days when school is not in session, will be compensated for a minimum of two (2) hours.
- d. Activity trip drivers will be paid at their regular rate of pay.

F. Overtime

1. Overtime for regular full-time employees will be paid at a rate of time and one-half (1½) the employee's straight time hourly rate when an employee works in excess of forty (40) hours a week including holidays, optional holidays and paid vacation time, calculated Sunday through Saturday.
2. The need for overtime and its assignment will be the district's decision. Any work performed outside the designated work hours must have prior approval by supervisory personnel. An attempt will be made insofar as possible, to distribute overtime evenly among all interested employees.
3. Except in the case of an emergency, extra hours in Nutrition Services are defined as voluntary hours not regularly scheduled, catering work or work resulting from the absence of employees scheduled to work. Catering paid at \$20.00 per hour 1st person and must be ServSafe Certified, \$15.00 per hour for 2nd person.
4. Employees who are called to report for work at irregular hours will report and be guaranteed a minimum of two (2) hours pay.
5. Custodial and/or maintenance employees will be paid a minimum of one (1) hour for building checks performed on weekends and/or holidays at the rate of time and one-half (1½) the employee's regular hourly rate of pay. This is in addition to regular holiday pay.

G. Change of Hours

1. If a supervisor requires an employee to be on duty before the regular arrival time, that employee may leave work before regular dismissal time except in emergency situations.
2. Administrators may request and employees have the option of accepting or rejecting, except in emergency situations, arrangements in which the employee is released from morning or afternoon time in order to work equivalent hours in the evening or night.

ARTICLE XVI HOLIDAYS

- A. The following holidays will be paid to those employees who are working thirty (30) hours or more per week at the time of the holiday.

2020-2021
July 3, 2020
September 7, 2020
November 26, 2020
November 27, 2020
December 24, 2020
December 25, 2020
January 1, 2021
May 31, 2021

This does not preclude the employer declaring extra paid holidays when circumstances warrant.

- B. All employees will be paid for an Optional Holiday. The Optional Holiday may be taken in 1 hour increments approved by the supervisor and may be carried into the next fiscal year. Employees will be restricted to a maximum of two (2) Optional Holidays in any one (1) fiscal year. They may only carry the Optional Holiday earned from the immediate past year. Probationary employees are not eligible for the Optional Holiday.
- C. Eligibility
An employee will be eligible for holiday pay if he/she would have been scheduled to work on that day and if he/she worked the last scheduled day prior to the holiday and the next scheduled day following, unless excused by the district. If a holiday is observed on an employee's scheduled day off or during his/her vacation, he/she will receive an additional vacation day.
- D. Holiday-Pay
Employees who perform no work on a holiday will be paid at his/her usual hourly rate based on the scheduled number of hours he/she regularly works.
- E. Holiday Work
If an employee works on a holiday, he/she will be paid time and one-half (1½) for all hours worked. This is in addition to his/her holiday pay. All work performed on a holiday will be voluntary unless an emergency situation exists.

ARTICLE XVII
VACATIONS

- A. Eligibility and Allowance
 - 1. Vacations are payable only to twelve (12) month non-probationary employees.
 - 2. The vacation eligibility date will be July 1, with vacation days accruing and prorated on the basis of time worked during the fiscal year. No vacation days may be taken in advance of their accrual. Vacation time may not be drawn upon by the employee until actual vacation time has been accrued.
 - 3. Vacation schedules will be established within buildings for custodians and within departments for all other job classifications and granted in order of date of receipt and by seniority. All vacation schedules will be approved by the appropriate supervisor.
 - 4. Annual vacations will be based on the following service requirements in the district:
 - Employed less than one year ----- - ½ day per month
 - Employed one year, but less than five years ----- 10 working days
 - Employed at least five years, but less than ten ----- 13 working days

Employed at least ten years ----- 17 working days
Employed at least thirteen years ----- 20 working days

- B. **Vacation Pay**
The rate will be the employee's straight time rate of pay. Employees will receive pay for vacations at the time of their regularly scheduled pay days.
- C. **Vacation Period**
The employees may request a particular period for vacation. Vacation days accrued during one fiscal year must be used before the end of the following fiscal year. Circumstances may dictate that an employee may be permitted to utilize vacation days from the next fiscal year prior to July 1. This will require the approval of the appropriate supervisor.
- D. **Vacation Rights**
Any non-probationary employee who is laid-off, discharged, retired or resigns prior to taking his/her vacation will be compensated for the unused vacation accumulated at the time of separation.
- E. **Conversion Rights**
Less than twelve (12) month employees who are transferred to twelve (12) month positions will have their accumulated hours equated to twelve (12) month service requirements to determine the annual vacation rate.

**ARTICLE XIX
COMPENSATION**

- A. Employees will receive the hourly rates in accordance with Schedules A, B, C, and D.
 - 1. For the 2020-2021 year, a forty cent (\$0.40) per hour increase for all current employees who are on schedules A, B, C and D. Minimum classifications will remain as noted. Maximum classification will increase by forty cents (\$0.40).
- B. An employee who voluntarily accepts work, in his or her regular job category, outside the school year will be paid at his/her regular rate of pay.
- C. New employees with no comparable experience will receive the minimum hourly rate for the job classification.
- D. When a current employee transfers or applies and receives a new wage classification, the employee will retain initial placement experience in addition to the experience in the district when receiving a new wage classification. The employee's hourly rate will be comparable to a current employee's hourly rate with comparable experience in the new wage classification.

If a current employee moves within or between a job classification, applicable experience within the new classification will be reviewed.

New employees with comparable experience in other public or private companies will receive credit for one (1) year of experience for each two (2) years of comparable experience. New employees with comparable experience in a K-12 school district will receive credit for one (1) year of experience for each year of comparable experience.
- E. If the district needs to hire an employee within a specific job classification and there is not a current employee within that job classification, the district at its discretion may hire the employee within the minimum and maximum hourly range.

- F. All special education assistants who pursue the on-line paraeducator certificate will be reimbursed the registration fee for coursework leading to certification upon presentation of evidence of courses satisfactorily completed.
- G. All employees of the district will be required to receive their paychecks by direct deposit.

**ARTICLE XX
2020-2021 WAGE SCHEDULES**

**2020-2021
SCHEDULE A**

CLASSIFICATION	MINIMUM/SUB	MAXIMUM
I Teacher Assistant Strat I, Level I Special Ed & One-on-One Assistant Health Assistant Noon hour Supervisor Media Assistant	13.15	17.73
II Study Hall Supervisor Strat II, Level II Special Ed & One-on One Assistant Special Ed Assistant/Job Coach	13.60	18.58
III General Secretary Strat II, Level III Special Ed & One-on-One Assistant Special Ed Assistant/Behavior Intervention Preschool Assistant	14.30	19.18
IV Principal Secretary HS Secretary (12 mo) Registrar Head Printer	15.15	20.29
V Educational Interpreter LPN (per IEP) Specialized Behavioral Assistant (per IEP)	19.00	21.90
VI Sign Language Interpreter	27.80	34.80

SCHEDULE B

CLASSIFICATION	MINIMUM/SUB	MAXIMUM
I Nutrition – General Worker Nutrition - Breakfast Clerk	14.30	19.05
II Nutrition – Satellite Nutrition-Floater Nutrition – Lunch Clerk	14.55 (+ \$.25 ServSafe)	19.30 (+ \$.25 ServSafe)
III Nutrition – Nutrition Head Nutrition – Delivery and Cleaning	15.10 (+ \$.25 ServSafe)	19.55 (+ \$.25 ServSafe)

SCHEDULE C

CLASSIFICATION	MINIMUM/SUB	MAXIMUM
I Bus Assistant	13.40	17.50
II Bus Driver	16.40	21.20
III Community Mobility Bus Driver	16.40 + \$.25	21.20 + \$.25
IV Extra Bus Driver	16.40 + \$.75	21.20 + \$.75
V. Team Coach	16.40 + \$1.00	21.20 + \$1.00
VI(A) Mechanic	21.45	25.30
VI(B) Master's License – Mechanic	21.45 + \$3.00	25.30 + \$3.00
IV(A) Head Mechanic	23.45	29.55
IV(B) Master's License – Head Mechanic	23.45 + \$3.00	29.55 + \$3.00

SCHEDULE D

CLASSIFICATION	MINIMUM/SUB	MAXIMUM
I Custodian Sweep Crew Custodian Utility Worker	14.45	19.28
II Warehouse Worker Activities Custodian	14.60	19.48
III Head Custodian (Elementary, WCC, LRC)	16.45	21.45
IV(A) Maintenance Worker Painter Carpenter VHS Engineer	16.95	21.55
IV(B) Journeyman's License – Painter Journeyman's License – Carpenter	16.95 + \$1.00	21.55 + \$1.00
V Head Custodian (JH, VSW) Sweep Crew Head Custodian	17.45	21.63
VI Head Custodian (VHS) Head Groundskeeper	18.20	22.60

VII(A) HVAC Worker HVACR Worker Electrician Plumber	23.45	29.30
VII(B) Journeyman's License – HVAC Worker Journeyman's License – HVACR Worker Journeyman's License – Electrician Journeyman's License – Plumber	23.45 + \$1.00	29.30 + \$1.00
VII(C) Master's License – HVAC Worker Master's License – HVACR Worker Master's License – Electrician Master's License – Plumber	23.45 + \$3.00	29.30 + \$3.00

**ARTICLE XXI
SAVINGS CLAUSE**

In the event that any provision of this Agreement will become void or illegal during the term of this Agreement, such provisions will become inoperative, but all other provisions will remain in full force and effect for duration of this Agreement.

**ARTICLE XXII
DURATION**

This Agreement between the West Des Moines Community School District and the West Des Moines Educational Support Personnel will be effective as of July 1, 2020 and shall continue in effect until June 30, 2021.

WEST DES MOINES EDUCATIONAL SUPPORT STAFF
GRIEVANCE REPORT

Date Filed

_____ Building

_____ Service Area

Distribution of Form

- 1. Association
- 2. Employee
- 3. Appropriate Supervisor
- 4. Superintendent or Designee

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor Date

LEVEL III

A. _____
Signature of Aggrieved Person Date received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Superintendent Date
or Designee

LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitrator Date Heard by Arbitrator

C. Disposition and Award of Arbitrator _____

F. Date of Decision _____

Memorandum of Agreement
between
West Des Moines Community School District
and
West Des Moines Educational Support Personnel
2009-10

Employees hired prior to July 1, 1987 who worked less than thirty (30) hours per week and completed their probationary period may purchase the district health insurance plan at the district's group rate.

**WEST DES MOINES COMMUNITY
SCHOOL DISTRICT**

Representative

By Mark A. Lyman

Date May 12, 2009

**WEST DES MOINES EDUCATIONAL
SUPPORT PERSONNEL**

Representative

By Marlene R. Brought

Date May 12, 2009

TENTATIVE AGREEMENT
BETWEEN
WEST DES MOINES COMMUNITY SCHOOL DISTRICT
BOARD OF DIRECTORS
AND
WEST DES MOINES EDUCATIONAL SUPPORT PERSONNEL
2020-2021

MAY 11, 2020

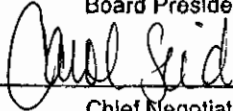
COMPENSATION

The changes reflect a forty cent (\$0.40) per hour increase. Compensation total package 4.28%.

WEST DES MOINES COMMUNITY
SCHOOL DISTRICT



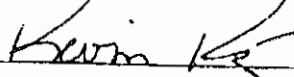
Board President



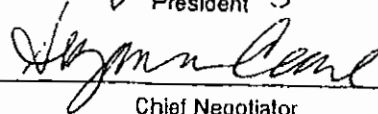
Chief Negotiator

May 11, 2020
Date

WEST DES MOINES EDUCATIONAL
SUPPORT PERSONNEL



President



Chief Negotiator

5/7/2020
Date