

# Creston Community School District

Collective Bargaining Agreement

July 1, 2017

AFSCME Local 3467  
**Effective July 1, 2017 through June 30, 2022**

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## **ARTICLE ONE RECOGNITION**

This Agreement is made and entered into this 1st day of July **2017**, by and between Creston Community School District and AFSCME Iowa Council 61, as the exclusive bargaining agent for all classified employees, as defined by the Public Employment Relations Board, Certification number 5901, and amended in certification 6109. Excluding all elected officials, certified employees, central office personnel, classified employees covered by another bargaining unit and all other employees excluded by the ACT.

### **Definitions**

1. The term “Board” or “Employer” as used in this Agreement shall mean the Creston Community School District governed by a Board of Directors or its duly authorized representative.
2. The term “Union” as used in this Agreement shall mean AFSCME Iowa Council 61 and its affiliated Local Union, Local 3467.
3. The term “employee” as used in this Agreement shall mean all employees in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).
4. A “full-time” employee shall be defined as an employee who works more than 31 hours per week.
5. Designee is defined as the person or persons directed by the Board of Directors / Superintendent to administer, enforce and comply with negotiated terms of the agreement. The Employer will provide notice to the union of the person(s) identified as designee(s).

**ARTICLE TWO  
LABOR MANAGEMENT COMMITTEE**

The Creston Community School District and the Local 3467 AFSCME agree to establish a joint Labor Management Committee. The purpose of this committee is to collaboratively discuss and make decisions regarding employment matters not referred to in master contract and other matters mutually agreed upon.

**ARTICLE THREE  
UNION ACTIVITY**

**Section 1. Union Activity**

Bargaining unit employees, including Union officers and representatives shall not conduct any Union activity or Union business on work time except as specifically authorized by the provisions of this Agreement.

**Section 2. Union Visitation**

Upon request, Union representatives will be allowed to meet with bargaining unit employees during the employees' non-work time on the Employer's premises, provided suitable meeting facilities are available and practical.

**Section 3. Use of Facilities**

Local Union meetings must be scheduled so not to conflict with the employee's work day. School buildings and rooms may be used for these meetings when available, but must be requested in writing and approved by the Superintendent, Business Manager, or his/her designee.

**Section 4. Union Representative Introductions**

During opening school ceremony's, the district agrees to introduce union representatives. The union representatives will also be noted on the school's website.

## **ARTICLE FOUR WAGES AND SALARIES**

### **Section 1. Schedule**

Employees shall be paid salaries according to the salary schedule in Appendix A., effective July 1, 2017.

### **Section 2. Method of Payment**

Employees shall be paid by direct deposit. The employee will provide the name of the depository to the Board Secretary **twenty (20)** days before the first paycheck. Employees may change their depository by giving the Board Secretary **twenty (20)** days written notice.

Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. When a pay date falls on a weekend or holiday, the payroll shall be distributed on the last previous working day. If school is cancelled because of snow, employees shall be paid for that day's scheduled work on the next paycheck, as if the day had been worked. Any overpay shall be adjusted on the employee's final paycheck of the year.

## **ARTICLE FIVE FINALITY AND DURATION CLAUSE**

This Agreement supersedes and cancels all previous Agreements between the School District and the Union and it concludes the 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 in this respect to the collective bargaining law and the understandings and agreements arrived at by the parties are set forth in this Agreement.

A contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement.

If a court of competent jurisdiction declares any article, section, or clause of this Agreement illegal, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, section, and clauses shall remain in full force and effect.

The School District and the Union, each voluntarily and unqualifiedly waives any right, which might otherwise exist under law to negotiate any matter during the term of this Agreement. Both parties, by mutual agreement, may modify and amend said Agreement, but such modification or amendment must be signed by both parties, and if not, the contract, as written, is binding.

This Agreement shall be effective as of July 1, **2017**. This Agreement shall continue in effect until June 30, **2022**. **Reopener Provision:** Salary package will reopen for modification beginning January of each calendar year covered by the agreement with changes effective on July 1, of the next contract year.

**INSCRIPTION**

This contract is entered into by the following representatives:

Negotiating Committee for Creston  
Community School District

Negotiating Committee for Federation of  
State County and Municipal Employees,  
AFL-CIO, Local **3467**

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School Board Chairman  
*Dr. Brad James*

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AFSCME Local 3467 Representative  
*LuAnne Neuharth*

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Superintendent  
*Steve McDermott*

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AFSCME Council 61 Representative  
*Julie Dake-Abel*

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AFSCME Local 3467 Representative

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AFSCME Local 3467 Representative

Creston Community School District  
2017-2018 Classified Salary Schedule

**Appendix A**

	A	B	C	D	E	F	G	H
Substitute	14.65	13.93	12.04		11.73	10.08	16.37	12.97
0	14.65	13.93	12.04	13.55	11.73	10.08	16.37	12.97
1	14.86	14.14	12.26	13.77	11.94	10.29	16.37	13.18

- A: Bus Drivers
- B: Custodian
- C: School Secretary, Cook, Paraeducator (Severe Handicapped), ISS, Comp Lab Monitor, ELL Aide
- D: Kitchen Manager
- E: Teacher Aide, Paraeducator, Title I, Clerical Aide, Library, Mail Carrier
- F: Kitchen Help (Non-cooking)
  
- G: Crossing Guard, Bus Supervision
  
- H: Bus Drivers Activity Trip

One year of service will be allowed if the employee has worked six consecutive months. All employees must be hired prior to January 1, or have completed six consecutive months since the last step increase in order to move to the next step in any year. New employees shall be placed on the appropriate lane (A thru H) and step 0. These employees will advance to Step 1 following provisions outlined above.

2011-12 Contract was negotiated so that employees receive same hourly increase plus the appropriate longevity increase. Each employees' prior steps and increases are calculated and will remain constant as long as they maintain employment with Creston Community School District. New employees will be placed at Step 0

2013-14 Contract provided an across the Board increase of 31¢ per hour. For all employees in columns A & B, 56¢ is being added to steps 0 & 1. No current employee will receive less than \$13.22 in column A or less than \$12.57 in Column B.

2014-15 Contracted provided an across the Board 4.49% increase per hour. Substitute pay will be the same as Step 0. Delete classifications previously removed from union.

2015-16 Contract provided a 3.26% Total Package increase. This package includes a 5¢ increase on each of the steps in the Longevity Pay Schedule.

2016-17 Contract provided a 2.87% Total Package Increase.

**2017-18 Step plus 1.45% with overall increase 1.62%**