

Des Moines Area Community College

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Board of Directors Meeting Minutes

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8-8-1983

### Board of Directors Meeting Minutes (August 8, 1983)

DMACC

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Jan. 8, 1983

to

Aug. 8, 1983

Aug. 8, 1983  
Sp. Meeting

Des Moines Area Community College  
Special Board Meeting

August 8, 1983  
Building 1 - Room 30 - Ankeny Campus

A G E N D A

1. Call to Order - 6:00 p.m.
2. Roll Call.
3. Closed Session.
4. Consideration of ratification of collective bargaining agreements.
5. Adjournment.

NOTE: This meeting of the Board of Directors will be held subject to ratification of the respective collective agreement by the Higher Education Association and the Educational Services Association.

In the event the meeting will not be held, notification will be made Monday morning.

DES MOINES AREA COMMUNITY COLLEGE  
2006 South Ankeny Blvd.  
Ankeny, Iowa

SPECIAL MEETING

8 AUGUST 1983

A special meeting of the Des Moines Area Community College Board of Directors was held in Building 1, Room 30, of the Ankeny Campus on August 8, 1983. The meeting was called to order by Board President Eldon Leonard at 6:00 p.m.

ROLL CALL

Members Present:

DeVere Bendixen (arrived at 6:05 p.m.)  
Ray Clark  
Eldon Leonard  
Ted Nemmers  
Jasper Risdal  
Herbert Ritland  
Don Rowen

Members Absent:

Georganne Garst  
Doug Shull

Others Present:

Joseph A. Borgen, President  
Eugene R. Snyders, Board Secretary  
Harvey Wiltsey, Contract Negotiator for the Board of Directors

CLOSED SESSION

A motion was made by R. Clark, seconded by D. Rowen, that the Board of Directors hold a closed session to conduct a strategy meeting of a public employer concerning employees covered by a collective bargaining agreement as provided in section 20.17(3) of the Code of Iowa.

Motion passed unanimously on a roll call vote and at 6:03 p.m. the Board convened in closed session.

DIRECTOR BENDIXEN  
ARRIVES

Director D. Bendixen arrived at 6:05 p.m.

RETURN TO OPEN  
SESSION

The Board returned to open session at 7:15 p.m.

COLLECTIVE  
BARGAINING  
AGREEMENT  
RATIFICATION

A motion to ratify the collective bargaining agreement between the Des Moines Area Community College Board of Directors and the Des Moines Area Community College Educational Services Association for 1983-85, a copy of which is included as Attachment #1 to these minutes, was made by D. Rowen, seconded by T. Nemmers.

Motion passed unanimously.

BOARD OF DIRECTORS MEETING MINUTES  
August 8, 1983 - page 2

ADJOURNMENT

D. Bendixen made a motion which was seconded by T. Nemmers that the meeting be adjourned.

Motion passed unanimously and at 7:18 p.m. Board President E. Leonard adjourned the meeting.

  
ELDON LEONARD, President

  
EUGENE R. SNYDERS, Secretary

ATTACHMENT #1  
Special Meeting  
August 8, 1983

A COLLECTIVE BARGAINING AGREEMENT

between

THE DES MOINES AREA COMMUNITY COLLEGE  
EDUCATIONAL SERVICES ASSOCIATION

and

THE BOARD OF DIRECTORS OF  
DES MOINES AREA COMMUNITY COLLEGE

1983-1985

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ARTICLE 1  
GRIEVANCE PROCEDURE

Definitions

A grievance is a claim by a grievant of a misapplication, misinterpretation or a violation of an article(s) of this agreement. A grievant shall mean an employee or group of employees filing a grievance. When the grievance affects a group of employees with more than one supervisor or more than one campus, it will be considered a class grievance and may be filed by the Association Grievance Chairperson or President at Step Three using the provisions of Step One.

Procedure

Step One - The grievant will present a signed written grievance on an approved form to the immediate supervisor within fifteen (15) days of the date of the event or condition giving rise to the grievance. The grievance shall state the name(s) of the grievant(s), the facts giving rise to the grievance, the provisions of the agreement violated, the relief requested and be signed by the grievant(s). Within ten (10) days after receipt of the grievance, the supervisor shall give a written answer to the grievant with a copy to the Grievance Chairperson.

Step Two - In the event the grievance is not resolved at Step One, the grievant may within ten (10) days of the receipt of the supervisor's answer submit the signed grievance to the appropriate Dean or Manager. The appropriate Dean or Manager shall have ten (10) days after receipt to submit a written answer to the grievant with a copy to the Grievance Chairperson.



Step Three - If the grievance is not resolved at Step Two, the grievant may within ten (10) days of the receipt of the answer in Step Two, submit the written grievance to the Superintendent/President or his/her designee. The Superintendent/President or his/her designee shall submit his written answer with reasons to the grievant within twenty (20) working days with a written copy to the Grievance Chairperson.

Step Four - If the grievance is not resolved in Step Three, the Association will mail written notification simultaneously to the Superintendent/President and the American Arbitration Association within twenty (20) working days of the answer in Step Three, requesting a list of arbitrators. The parties agree to be bound by the rules and procedures of the American Arbitration Association. The arbitrator will review the grievance and render a final and binding decision. The arbitrator's powers will be limited to the extent that he/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The expenses incurred by the arbitrator and any mutual fees for arbitration services will be shared equally by the Employer and the Association, but each party will pay the fees incurred in the presentation of its case. Whenever possible grievance hearings will be scheduled after 5:00 p.m.

#### General Provisions

1. The failure of a grievant to act within the prescribed time limits will act as a bar to any further appeal.
2. The failure of the administrator to give a decision within the

prescribed time limits shall permit the grievance to proceed to the next level.

3. Time limits may be extended by written mutual consent of the Administrator and the grievant.
4. All documents 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 employee.
5. Days as used in this section shall be working days.
6. The grievant may have an Association representative present at all levels of the grievance procedure.

## ARTICLE 2

### SENIORITY

Seniority shall be defined as the length of service with the College as a member of the bargaining unit, except that all members of the bargaining unit as of the first day of this agreement shall be credited with any seniority accumulated prior to the certification of the bargaining unit as well as the time from certification to the first day of the agreement.<sup>(1)</sup> Employees now in the bargaining unit that worked 6 months or more per year but less than 12 months per year shall receive pro-rata credit from June 30, 1968, to the present. Accumulation of seniority shall begin on the employee's day of hire. In the event that more than one individual has the same date of hire, position on the seniority list shall be determined by casting lots.

(1) Seniority shall not apply to on-call employees. On-call employees are those not working a regular schedule and employed less than six (6) months.

Employees shall be considered probationary for the first ninety (90) days of employment. Upon successful completion of the probationary period, the employees shall be eligible for benefits provided by this agreement, including seniority retroactive to the date of hire.

The employer shall prepare, maintain, and post the seniority list and any revisions or updates. The seniority list shall be posted in conspicuous locations on each campus on or about September 30th of each year. The DMACC-ESA president shall be supplied a copy on September 30 and an update on or about March 30.

Seniority will be broken for the following reasons:

1. Termination
2. Resignation
3. Retirement
4. Employment by the College in a position outside the bargaining unit
5. Lay-off under Staff Reduction for more than one (1) year
6. Failure to properly respond or report for work on recall under Staff Reduction

### ARTICLE 3

#### TRANSFERS

##### Vacancy

A vacancy shall be defined as any position, either newly created or a present position, that is not filled. The employer is not obligated to fill a vacant position.

All vacancies shall be posted in a conspicuous place in each building and on each campus for a period of seven (7) working days. Such vacancy notices shall contain the following information:

1. Type of work by description.
2. Classification by title.
3. Minimum qualifications.
4. Hours scheduled.
5. Starting date.
6. Location of work.
7. Grade.
8. Rate of pay.
9. How to apply for the position.

If no applicant for a posted vacancy meets the minimum qualifications, then the position shall be posted as a vacancy again noting that it is a second posting.

The immediate supervisor for a position in which a vacancy exists shall interview up to six applicants for the position. Priority for such interviews shall be given to the most qualified applicants, based upon the qualifications stated in the vacancy notice. If less than six applicants with superior qualifications are selected for interviews, then the quota of six will be filled by interviewing up to two bargaining unit applicants with the greatest seniority.

Applicants not selected for the position shall receive written notice of same within ten (10) working days after the selection process is completed. The Association shall be notified of the selection in writing.

### Involuntary Transfer

Involuntary transfer is a permanent movement to a different campus which has not been requested by a bargaining unit member. (Campus shall mean Ankeny, Urban, Boone, and Carroll.)

The parties agree that involuntary transfers of employees shall be avoided whenever possible. Involuntary transfers will be accomplished by transferring the least senior employee within that job classification and grade first. No involuntary transfer shall occur unless a vacancy still exists after interviewing applicants for a vacant position.

### Temporary Transfers Between Campuses

Temporary transfers between campuses shall be by agreement with the employee or in accordance with past practice in those areas where employees have been regularly assigned to other campuses on a temporary basis.

### Temporary Assignment

Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate for those duties after assuming major responsibilities of the temporary assignment for more than three (3) consecutive working days. An employee's pay rate shall not be reduced by any temporary change in duties.

## ARTICLE 4

### STAFF REDUCTION

Reduction in staff shall mean a reduction in and/or elimination of a job classification (title and grade) on a campus.

Reduction shall apply separately to the following locations:

1. Ankeny and Urban Campuses combined
2. Carroll Campus
3. Boone Campus

The employer shall provide the employee with three (3) weeks of written notice of intent to terminate.

When the reduction eliminates a job classification, all the employees in that job classification will be laid off. When the reduction is in the number of employees in the job classification, the employer will retain the employee(s) with the best written evaluations, as provided in this agreement, and seniority. Seniority shall be the deciding factor in which employees will be retained when evaluations are comparable. The overall evaluation designation shall be either satisfactory or unsatisfactory for this section.

An employee reduced under the above procedure shall be entitled to fill any vacancy which exists at the time of reduction in any job classification for which the employee has performed satisfactorily for the employer in the past. Should more than one such employee seek to fill a vacancy, the most senior employee shall be given the position.

Employees, other than probationary employees (less than 90 calendar days), reduced under the above procedures shall have recall rights for up to one year to any vacancy in the following categories:

1. A job classifications which the employee held at the time of lay off.

2. The same job title but a lower grade.
3. A job classification in which he/she has performed satisfactorily for the employer in the past.

Should more than one (1) employee be eligible for recall under this section, seniority shall determine the employee(s) to be recalled.

An employee who is offered recall to a job classification which has a rate of pay less than he/she was earning at the time of lay-off may refuse such recall and still retain future recall rights as provided by this article.

An employee who has been reduced under this procedure is responsible for keeping a current address on file with the employer.

Notice of recall shall be sent to the employee by registered mail to the last address on file with the employer. The employee must notify the employer in writing, within five (5) working days of his/her receipt of the recall notice, of his/her intent to report for work. Persons recalled will have up to 21 days to report for work if employed elsewhere at the time the recall notice is received or up to 7 days if unemployed. Failure to provide notice of an intent to return to work or failure to return to work under the above time periods shall terminate the individual's rights under this article.

An employee who returns to work under the recall procedure shall be reinstated with the applicable benefits accrued at the time of reduction.

## ARTICLE 5

### EVALUATION

#### Notification

Within two (2) weeks of employment, the employer will acquaint the employee with the evaluation procedure including the evaluation instruments to be used. No evaluation will take place until such orientation has been completed.

#### New Employees

A new employee shall be evaluated prior to the completion of three (3) months in employment.

#### Required Evaluations

Employees shall be formally evaluated in writing once each year.

#### Formal Evaluation Procedures

##### 1. Conference and Copy

A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the immediate supervisor. The employee shall have at least two (2) days prior notice concerning the date of the conference. A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

##### 2. Responses

Within ten (10) working days of the conference the employee shall have his/her written response to the evaluation and/or evaluation conference placed in his/her evaluation file and attached to the evaluation.



### Remediation

Where the employee's performance is in need of improvement the evaluator will so note in the written evaluation, and offer recommendations and assistance for improvement.

### Evaluation File: Review, Response and Reproduction

Each employee shall have the right to review the contents of his/her personnel file except for confidential information. A representative of the Association, at the employee's request, may accompany the employee in the review.

Any complaints directed toward an employee which are placed in his/her personnel file are to be called to the employee's attention in writing.

The employee shall have the right to reproduce any of the contents of his/her file at their expense.

## ARTICLE 6

### HEALTH & SAFETY

The employer will endeavor to maintain safe working conditions.

Employees will be alerted to unsafe working conditions and will report same to the employer.

Employees will not be requested to work under unsafe conditions.

Unsafe shall mean danger to health and not merely uncomfortable or inconvenient conditions.

The employer shall provide required safety equipment as designated by state safety laws.

Any request by the employer for medical examinations after employment will be at the expense of the employer.

## ARTICLE 7

### LEAVES OF ABSENCE

#### Sick Leaves

A full-time employee<sup>(1)</sup> after the effective date of this contract and having reported for duty each year will accrue the following sick leave on a yearly basis:

One and one-fourth (1¼) days for each month worked.

A regular part-time employee who works twenty or more hours per week for nine months or more shall receive a prorated portion of the above sick leave.

Such leave will be available for employees due to illness or injury of the employee. The unused portion of such allowance shall accumulate to a maximum of one hundred (100) days.

Sick leave may only be used to the extent earned and in increments of at least one-half day.

A certificate from the employees doctor is required to verify an illness of four days or more.

An employee who is going to be absent should notify his/her supervisor before the start of the work day, unless such illness or injury prevents same. In any event, the supervisor or his/her designee should

(1) A full-time employee shall be defined as an individual who works forty (40) hours per week for twelve months.

be notified on the day of absence. In addition, an absent employee must keep his/her supervisor advised as to possible return to work. Upon return to work the employee shall complete the appropriate leave form. This form must be completed within two (2) days of a return to work.

Sick leave will be integrated with the Disability and Worker's Compensation so that the total dollars received by the employee shall not exceed one hundred (100) percent of the employee's normal pay. A charge equal to the number of days used shall be made against the employee's accumulated sick leave.

#### Illness in Immediate Family

In the event of illness in the employees immediate family leave of absence up to five (5) days per year (non cumulative) with pay may be granted. In the event of illness to an employee's child (living at home) an additional two (2) days per year may be granted. The additional two (2) days will be charged against accumulated sick leave.

The employee must notify his/her supervisor before the start of the shift of said absence unless such illness prevents same. In any event the supervisor should be notified on the day of absence. Within two (2) days of a return to work from such absence the employee must file the written form requesting such absence.

Immediate family is defined as spouse, children, parents, brother, sister, grandparents, grandchildren or comparable in-laws.

#### Death in the Family

A full-time employee, upon approval of the employer, may be granted

up to five (5) days of leave annually with pay for attendance at funerals and other purposes directly related to said death of his/her immediate family. Immediate family is defined as spouse, child (including step children), parents, brothers, sisters, grandparents, grandchildren or comparable in-laws.

Such leave is not cumulative.

An employee working twenty or more hours per week for nine months or more shall receive a prorated portion of such leave.

#### Personal Business Leave

A full-time or regular part-time employee may be granted two (2) days a year (non cumulative) with pay for personal business. The purpose of the Personal Business leave is to permit an employee an opportunity to handle business of a personal nature that cannot be taken care of outside normal working hours. To be eligible for such leave the employee shall submit a written request with the reason to the supervisor for written approval. Personal leave shall not be granted for the work day before or the work day after a vacation, holiday or college shut down period, except as provided for in the holiday article.

#### Jury Duty Leave

When an employee is required to serve on a jury, the absence from work for this reason will be excused without loss of pay. The jury duty pay received by the employee must be turned in to the Business Office. An employee is expected to report back to the working assignment during a normal work day when his/her presence is not required by the court, except if such time is less than two (2) hours.

### Military Leave

An employee who is a member of the National Guard, or any organized reserve of the Army, Navy, Marine Corps, Coast Guard, or Air Force which requires periods of training is permitted to be absent from work for the purpose of receiving military training when ordered by proper authority to active state or federal service. Such absence is allowed in addition to regular vacation and will be taken without pay except for the first thirty (30) days which will be paid.

### Leaves of Absence Without Pay

A leave of absence without pay for up to a maximum of one (1) year may be granted upon timely written request to the Superintendent/President.

## ARTICLE 8

### HOLIDAYS

All employees shall be entitled to the following days off with pay if such days fall within his/her work schedule:

1. New Years Day (January 1)
2. Memorial Day (Last Monday in May)
3. Independence Day (July 4)
4. Labor Day (First Monday in September)
5. Thanksgiving Day (Fourth Thursday in November)
6. Friday after Thanksgiving
7. Christmas Day (December 25)
8. Two days to be assigned at Christmas by the Board.

A holiday falling on a Saturday or a Sunday shall be observed on the Friday or Monday respectively.

All employees shall be entitled to take any normal work day between Christmas Day and New Years Day, which is a non-paid holiday, as either an unpaid holiday, a paid vacation day, or as a paid personal day.

ARTICLE 9

VACATIONS

All full-time<sup>(1)</sup> and regular part-time<sup>(2)</sup> employees shall accrue vacation as follows:

<u>Years of Service</u>	<u>Days</u>
1 to 5	1.25 per month
6 and over	1.66 per month

The vacation year shall start on July 1 and end on June 30.

Vacation will accrue in any month in which the employee started before the sixteenth day of the month. Vacation may be used in any month following accrual.

Vacation must be taken in half or full days. All vacation, including accrual as of July 1, 1983, must be used in the next twelve (12) months after the last date of accrual (June 30).

An employee who submits at least three weeks notice of resignation shall receive earned vacation in a lump sum.

Employees who are terminated shall receive the number of days accrued

- (1) Full-time shall mean an employee working forty (40) hours a week for twelve months.
- (2) Regular part-time working half-time or more for nine months shall receive a prorated portion of vacation.

up to termination, including the current month, provided termination is after the fifteenth day of the month.

Requests for vacation are to be submitted on an appropriate form supplied by the employer and must be approved by the employee's immediate supervisor in advance. In granting or denying vacation requests, the supervisor shall first consider the operational needs of the employer, but shall otherwise grant vacation based upon preference by seniority. The Board shall have the right to designate a one (1) week vacation period for all employees.

## ARTICLE 10

### INSURANCE

All full-time<sup>(1)</sup> and regular part-time employees who work twenty or more hours per week for at least nine months shall be eligible for the following insurance coverages:

#### Hospital and Surgical

The employer shall purchase group medical coverage which shall provide benefits comparable to those provided in the 1982-83 work year. The employer shall contribute the cost of the single premium or for those full-time employees who elect family coverage under the group medical plan the Board shall pay a maximum of one hundred and twenty-three (\$123.00) per month toward the family plan premium with the remaining amount paid by the employee. For regular part-time employees, the employer shall contribute the cost of the single premium or for

(1) Full-time - forty (40) hours per week for twelve (12) months.

those who elect family coverage, the employer shall pay an amount over and above the single premium on a prorated basis.

#### Term Life

The employer shall purchase a group term life insurance policy for each covered employee in the amount of two times the employee's yearly salary rounded to the nearest thousand dollar. The employer shall pay the entire premium of such insurance.

#### Long Term Disability

The employer shall purchase a long term disability program for all covered employees<sup>(2)</sup>. The policy shall have a ninety (90) day waiting period for illness or injury. The program shall pay sixty (60) percent of the monthly salary up to a maximum of \$2,000 per month. The employer shall pay the premium for this insurance.

#### Dental

The employer shall purchase dental coverage for all covered employees. The employer will contribute the cost of the single premium. An employee who is eligible and elects dependent coverage shall pay the cost of the additional premium.

#### Worker's Compensation

Each covered employee shall be provided with Worker's Compensation insurance. Sick leave benefits paid to the employee shall be integrated with Worker's Compensation benefits paid, so that the total dollars received by the employee shall not exceed one hundred (100) percent of the employee's normal weekly salary.

(2) An employee must work at least thirty (30) hours per week for nine months to be eligible for long term disability (covered employee).



### Initiation of Coverage

Life, disability, hospital and surgical and dental coverages for a newly hired covered employee shall be effective the first day that he/she reports for work.

### Optional Supplemental Life Insurance

A covered employee may elect to purchase optional supplemental life insurance in the increments allowed by the carrier. To be eligible, employees must provide evidence of insurability as required by the insurer. The cost of such insurance will be paid by the employee.

### Optional Dependent Life Insurance

A covered employee may elect to purchase dependent life insurance for eligible dependents which provides two thousand (\$2,000) dollars coverage for each child fourteen (14) days of age to age nineteen (19) years or full-time student. A covered employee may elect to purchase optional supplemental life insurance for a spouse in increments allowed by the carrier upon providing evidence of insurability as required by the insurer.

### General Conditions

Coverages must be substantially equal to those in effect during the 1982-83 year except the changes agreed to in the long term disability. All of the above insurances are subject to the terms and conditions of the carrier selected by the employer.

## ARTICLE 11

### WAGES

#### Full Time and Regular Part Time Wage Rate

All employees shall receive a .25 cent per hour increase for 1983-84

over their 1982-83 hourly wage. However, any employee that is at or exceeds the maximum hourly rate shown in Appendix A of this agreement shall receive a .13 cent per hour increase for 1983-84 over the hourly rate period during 1982-83.

#### On-Call

On-call employees for 1982-83 being employed during 1983-84 as regular part-time employees shall receive .25 cents per hour added to his/her 1982-83 hourly rate or an amount equal to bring his/her rate of pay up to the minimum of the grade in which placed, whichever is greater.

All on-call employees in the bargaining unit shall receive a .07 cent per hour increase for 1983-84 over the hourly rate being earned during the 1982-83 work year, unless they have become regular, part-time employees as cited above.

#### New Hires

An individual newly hired into the bargaining unit shall be paid the minimum hourly rate of the assigned grade.

#### Pay Period

The employees will be paid every other Friday. Should the Friday fall on a holiday the employee will be paid on the day before. Checks will be mailed to employees if the pay period occurs during a college closing.

### ARTICLE 12

#### HOURS OF WORK

The normal work schedule for full-time employees shall be forty (40) hours, excluding lunch periods, in any five (5) consecutive days

within a seven (7) day period. Starting and ending of shifts shall be established to accommodate institutional needs. The employer retains the right to schedule hours, but will not temporarily re-schedule normal working hours to avoid the overtime provisions of this agreement.

The normal work day shall be eight (8) hours excluding lunch periods. During this period an employee shall be permitted one 15 minute break during the first half of the day and one 15 minute break during the second half of the day, as work conditions allow. An employee scheduled to work less than eight hours shall be permitted one 15 minute break during any four consecutive hours of work as conditions allow. An employee working over eight (8) hours shall be permitted one additional 15 minute break for every four consecutive hours of work, as work conditions allow.

An employee working an eight hour day shall have a half hour lunch period assigned around the middle of said hours.

Nothing in this section shall be a guarantee of hours per day, per week, or per year.

### ARTICLE 13

#### OVERTIME AND PAY PRACTICES

An employee who works in excess of forty (40) hours in a seven (7) day period shall be granted compensatory time off at the rate of one hour off for each hour over forty worked.

An employee who has earned compensatory time off may submit to his/her supervisor the form listing three preferential times for which he/she would like such time off within three (3) employee working days of accruing such time. An individual who does not indicate such a preference may be scheduled for such time off at the discretion of the employer. If the employer is unable to provide the time off for such earned hour(s), within thirty (30) calendar days from submission of the form, exclusive of holidays, vacations of the individual and college closings, the employee will be paid his/her straight time hourly rate for such hour(s).

An employee who is called in on an emergency basis outside his/her normal hours of work will receive one and one-half times his/her straight time hourly rate for a minimum of two (2) hours of work unless such hours overlap his/her regularly scheduled hours of work. If such hours overlap the employee's regularly scheduled hours, he/she shall be paid one and one-half times his/her straight time hourly rate for the hours before the start of his/her regularly scheduled hours, and his/her straight time rate for the regularly scheduled hours.

An employee who is required to work on a holiday, as defined in this agreement, shall be paid one and one-half times his/her straight time hourly rate.

An employee, except one whose normal work schedule includes Saturday and/or Sunday, shall be paid one and one-half times his/her straight time hourly rate for hours of work on Saturday and Sunday.

An employee required to be on call during weekends or holidays shall be paid .25 cents for each hour on call.

#### ARTICLE 14

##### SUPPLEMENTAL PAY

All full-time employees covered by this agreement, during the term of their employment may enroll in non credit courses without payment of tuition under the following conditions:

1. There are an adequate number of tuition paying students to justify the course operating.
2. Pay all special fees and charges (example books and supplies).
3. The course is scheduled outside the employee's regular working hours.
4. The class has space available after all tuition paying students are enrolled.

Employees who are authorized to use their own automobiles in the performance of their duties shall be reimbursed at the maximum rate allowable by the state. No mileage will be paid for commuting to and from work. However, employees assigned for any period of time to another campus will have any increased commuting distance reimbursed at the current mileage rate.

#### ARTICLE 15

##### PAYROLL DEDUCTIONS

###### Dues Authorization

An employee may authorize dues deduction by turning in the appropriate authorization form to the Business Office. Pursuant to the authorization, the Business Office shall deduct the appropriate amount from the employee paycheck but not to exceed two deductions per month. Dues deductions will be made through August of each year. Authorization for such dues deductions will remain in effect from year to year unless the Board receives written notification from the employee thirty (30) days in advance of the date the employee wishes his/her dues deduction terminated.

By August 1st of each year the Association shall submit to the Board the new dues amounts to be deducted which shall be effective as of September 1st. An employee may sign up for dues deductions until January 1 of each year. However, an employee can only make such an election once a year. The Business Office will transmit deducted dues to the designated Treasurer of the Des Moines Area Community College Educational Services Association Treasurer once a month.

No liability shall accrue to the Board or any administrative official collectively or individually for any action taken or not taken with regard to information furnished under this section.

## ARTICLE 16

### DURATION

The parties hereby agree that this agreement shall be effective upon its signing. However, any increase in wage rates and insurance contributions shall be effective from July 1, 1983.

This agreement shall be effective until June 30, 1985. However, either party may reopen negotiations for the second year (1984-85) of the agreement on the Wages and Insurance Articles. In addition, each party may elect to open two additional Articles of its choice for the 1984-85 contract year.

For the Association:

For the Board:

Eleanor Sanders

Roni S. Whitney

Robert Fust

Larry Thompson

Sharon Miles

Shirley Suddard

Scottie McCabe

Ray Luntan

Suellen K. Lazella

Eldon Leonard

Henry J. Wittzey

APPENDIX A

SALARY RANGES

Effective July 1, 1983

	<u>Minimum</u>	<u>Maximum</u>
Grade 1	3.67	4.75
Grade 2	3.78	5.68
Grade 3	4.10	6.15
Grade 4	4.40	6.59
Grade 5	4.68	7.02
Grade 6	4.95	7.42
Grade 7	5.21	7.82
Grade 8	5.46	8.19
Grade 9	5.72	8.58
Grade 10	6.40	9.60
Grade 11	7.24	10.86
Grade 12	8.20	12.29