

Des Moines Area Community College

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Board of Directors Meeting Minutes

10-1-1985

Board of Directors Meeting Minutes (October 1, 1985)

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Oct. 1, 1985
Spec. Meet.



Des Moines Area Community College
Special Board Meeting

October 1, 1985
Building 1 - Room 30 - Ankeny Campus

A G E N D A

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

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

SPECIAL MEETING

1 OCTOBER 1985

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 October 1, 1985. The meeting was called to order by Board President Jasper Risdal at 4:03 p.m.

ROLL CALL

Members Present:

DeVere Bendixen*
Susan Clouser
Eldon Leonard
Ted Nemmers
Jasper Risdal
Herb Ritland

Members Absent:

Lloyd Courter
Don Rowen
Doug Shull

Others Present:

Joseph A. Borgen, President
Helen M. Minor, Board Secretary
Harvey Wiltsey, Wiltsey & Associates
Various other DMACC staff

APPROVAL OF
TENTATIVE AGENDA

A motion to approve the tentative agenda as presented was made by T. Nemmers, seconded by H. Ritland.

Motion passed unanimously.

*DIRECTOR BENDIXEN ARRIVES

CLOSED SESSION

A motion was made by S. Clouser, seconded by T. Nemmers, 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 4:06 p.m., the Board convened in closed session.

RETURN TO OPEN
SESSION

The Board returned to open session at 4:25 p.m.

COLLECTIVE
BARGAINING
AGREEMENT
RATIFICATION

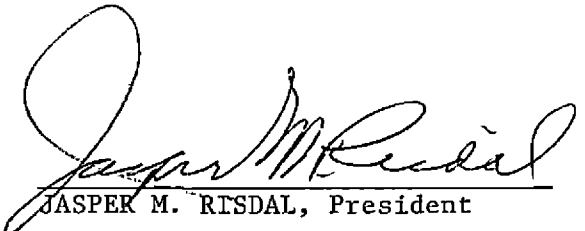
A motion to ratify the collective bargaining agreement between the Des Moines Area Community College Board of Directors and the Des Moines Area Community College Higher Education Association for 1985-1986, a copy of which is included as Attachment #1 to these minutes, was made by E. Leonard, seconded by D. Bendixen.

Motion passed on a roll call vote. The dissenting vote was cast by Director H. Ritland.

ADJOURNMENT

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

Motion passed unanimously and at 4:27 p.m., Board President Risdal adjourned the meeting.


JASPER M. RISDAL, President


HELEN M. MINOR, Board Secretary

Letter of Understanding
DMACC Employees Participation
in College offerings

This agreement is effective for the second semester and summer session of the 1985-86 school year only. It is intended to be a trial program to be reviewed at the end of that year. With the approval of his/her immediate supervisor, all permanent faculty and staff who are employed half-time or more are eligible to participate in this program.

Des Moines Area Community College will pay tuition, and where applicable, service and activity fees for DMACC Sponsored credit and non-credit courses taken outside of normal working hours. Additionally, in non-credit classes, other fees related to instruction will also be paid by the college. All other fees and book costs are the responsibility of the employee. No more than two credit courses or 90 hours of seminars or workshops may be taken under this provision during any given semester.


Staff taking courses under this provision are expected to achieve a C grade or better in credit courses or a mark of P (Passing) in non-credit courses. Evidence of successful completion must be provided to the immediate supervisor upon completion of the course. Failure to meet this standard will result in the employee being billed for all tuition and fees related to that course that were previously paid by the Board.

In order to ensure that preference will be given to tuition paying students, the following conditions must be met:

- (1) Des Moines Area Community College staff must register during the late registration period.
- (2) There must be an adequate number of tuition paying students to justify the course operating.
- (3) The class must have space available after all tuition paying students have enrolled.

Courses, seminars and workshops taken under this policy cannot be applied to SDU lane movement.

The cross enrollment program with Drake University and Grandview College is excluded from this policy.


FOR THE ASSOCIATION

10-7-85

Date


FOR THE BOARD

10/7/85

Date

NOTICE OF TERMINATION OF ADMINISTRATOR'S CONTRACT

TO: Eugene R. Snyders
709 S.E. Sharon Drive
Ankeny, Iowa 50021

You are hereby notified that your contract with the Des Moines Area Community College for services rendered or to be rendered during the 1985-86 school year was terminated by a majority vote of the Board of Directors at a meeting of the Board on the tenth day of December, 1985, such termination to become effective December 11, 1985. No compensation is to be made for any accrued vacation per Board action.

This notice dated at Ankeny, Iowa, this eleventh day of December, 1985.

DES MOINES AREA COMMUNITY COLLEGE

BY *Helen M. Minor*
Helen M. Minor, Secretary
Board of Directors

Notice Hand Delivered: _____, 1985

Notice Mailed: *December 11*, 1985

Certified

*Attachment #1
Special Meeting
10-1-85*

**A Collective
Bargaining Agreement**

between

**The Des Moines Area
Community College
Higher Education
Association**

and

**The Board of Directors
of Des Moines Area
Community College**

1985-1987

**A Collective
Bargaining Agreement**

between

**Des Moines Area
Community College
Higher Education
Association**

and

**Board of Directors
of Des Moines Area
Community College**

1985 - 1987

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ARTICLE I RECOGNITION

Section A. Recognition Clause

The Employer hereby recognizes the Des Moines Area Community College Higher Education Association for the term of their PERB certification as the exclusive and sole bargaining agent for the bargaining unit described as follows:

INCLUDED: All full-time and regular part-time professional faculty who occupy a position which meets all of the following conditions:

1. Are issued by the Employer a "continuing contract with certified faculty" full-time and regular part-time, or "specially funded contract" with certified full-time and regular part-time faculty.
2. Are certified by the Department of Public Instruction as professionals in all areas required by Iowa Code. Included also are regular full-time and regular part-time professional Adult Basic Education and Career Exploration Center faculty who do not require certification by the Department of Instruction.
3. Are issued an annual nine or twelve-month contract (specified above) to work one-half time or more.
4. Are assigned by the Employer to a professional position as full and regular part-time instructors, program chairpersons, certified media specialists, certified librarians, certified counselors and Career Exploration faculty.

EXCLUDED: Department directors, supervisors, coordinators, administrators, classified staff (secretarial-clerical), support staff (auxiliary), non-regular part-time faculty, all Employees defined in Section 4 of the Public Employment Relations Act, and all other employees of the Des Moines Area Community College.

Section B. Definitions

1. The term "Employer" as used in this Agreement shall mean the Des Moines Area Community College's (merged Area XI) duly authorized representatives.
2. The term "Employee" as used in this Agreement shall mean all professional employees represented by the Association in the bargaining unit as defined by the Public Employment Relations Board. Full-time shall mean employees who are so designated in the Salary Classification book on file in the Human Resources Office.
3. The term "Association" as used in this Agreement shall mean the Des Moines Area Community College Higher Education Association.
4. "Working day" shall mean any day on which an employee covered by this Agreement is required to carry out his/her duties exclusive of holidays and weekends.
5. "Seniority" is defined as the accumulated length of time an employee has fulfilled his/her duties in a position or positions listed in Article 1, Section A(4) of this Agreement.
 - a. Employees who have been reduced or are on authorized leaves of absence without pay shall not be deemed to have interrupted service with the college.
 - b. Time spent on reduced status or authorized leaves of absence without pay shall not be counted in figuring the total accumulated length of service.
 - c. For employees hired on the same day, the date of application shall be controlling in seniority matters.

ARTICLE II

CONTRACT GRIEVANCE PROCEDURE

Section A. Definition

A contract grievance is a claim by an employee, hereinafter to be known as the grievant, of an alleged misinterpretation or misapplication of a specific article or section of this Agreement.

Section B. Procedures

1. Step One - Within fifteen (15) working days of the event (involving the grievant) giving rise to a grievance or within fifteen (15) working days from the date which the grievant should have had reasonable knowledge of the event, condition, or act, the grievant will present the grievance to the immediate supervising administrator. The purpose of this step is to resolve the grievance via informal, verbal discussion with the immediate supervising administrator.

2. Step Two - If the grievance cannot be resolved in Step One, the grievant may submit a written statement of grievance to the appropriate Vice-President or designee with a copy to the Association and the Human Resources Office. This submission shall be within fifteen (15) working days from the date of the formal hearing. The written statement of grievance shall name the grievant, shall state the facts giving rise to the grievance, shall identify the specific section of this Agreement alleged to be violated, shall state the contention of the grievance with respect to the contract section, shall indicate the relief requested and shall be signed by the grievant. Within ten (10) working days of receipt of the written grievance, the grievant, an Association representative, and appropriate Vice-President or designee shall meet and ten (10) working days thereafter the appropriate Vice-President or designee shall make a decision on the grievance and file a response in writing to the grievant and the Association.

3. **Step Three** - If the grievance is not resolved in Step Two, the grievant may submit the written grievance to the Superintendent/President with notice to the Association. This submission shall be within five (5) working days of the written decision rendered in Step Two. Within ten (10) working days, the grievant, an Association representative, and the Superintendent/President (and/or his designee) shall meet and the Superintendent/President shall ten (10) working days, thereafter, render a written decision with copies to the grievant and the Association representative.

4. **Step Four** - If the grievance is not resolved in Step Three, the grievant and the Association will submit 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 arbitrator will review the grievance and render a final and binding decision. 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 p.m.

Section C. Powers of the Arbitrator

1. It shall be the function of the arbitrator to make decisions in grievances of alleged misinterpretation or misapplication of specific sections of this Agreement.

2. 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.

Section D. Time Limits

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 an administrator to give a decision within the prescribed time limits shall permit the grievance to proceed to the next level.
3. Any grievance not appealed within the time limits shall be deemed settled on the basis of the Employer's last answer.
4. Time limits may be extended by mutual consent of the Employer and the grievant at which time the new date shall be controlling.

Section E. 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 participant.

ARTICLE III SALARY SCHEDULE

Section A. Definition

The salary schedule is a system for guiding the placement of new employees, the advancement of employees based upon completion of pre-approved staff development activities, and the vertical movement of employees based upon rendering satisfactory service to the Employer. The schedule is intended to recognize that new employees have a variety of background and that employees' development can occur via college course work, industry/business training and directly related work experience.

Section B. Guidelines and Procedures for Initial Placement of New Employees

1. Initial placement of new employees shall be made by the Employer following evaluation of new employee's professional experience, training received in industry, college credits earned, and directly related work experience. Evidence of professional experience, training received, work experience and college credit shall be documented as the Employer requires.

2. The procedure for initial lane placement of new employees shall be as follows:

- a. Step One - New employees will be placed on Lane 180 if they,
 - 1) have a baccalaureate degree, or 2) have professional registry, journeyman status, or its equivalent and 3) can be approved and certified by the Department of Public Instruction.

- b. Step Two - Initial placement beyond Lane 180 may be granted for course work (beyond that credited in Step One) directly related to a new employee's assignment at the college by evaluating the course work and applying the following S.D.U. formula:

Number of S.D.U. - Number of Quarter Hours x 1
Number of S.D.U. - Number of Semester Hours x 1.5

The number of S.D.U. for directly related course work to be granted (beyond Step One above) will be added to 180 S.D.U.

College work applicable for credit would be that contributing to a degree in a new employee's teaching field, or in education methodology and theory. All credits and degrees must be from a college or university that was regionally accredited at the time credits and/or degrees were earned. Beyond the last acceptable degree to be applicable for placement, all graduate credits must be given a "B" grade (or higher) and all undergraduate credits must have been given a "C" grade (or higher).

For institutions grading on a "Satisfactory" "Unsatisfactory" standard, the grades must be acceptable toward a degree at that university. Advanced research credit, in connection with an advanced degree, shall not be counted unless the research has been successfully completed and the degree awarded.

- c. Step Three - Initial placement beyond Lane 180 may be granted for industrial/business training directly related to a new employee's assignment at the college by evaluating the industrial/business training and applying the following S.D.U. formula:

$$\text{Number of S.D.U.} - \text{Number of Clock Hours in Industry/Business School} \div 30$$

The number of S.D.U. for directly related industrial/business training to be granted (beyond Step One) will be added to 180 S.D.U. Training applicable for credit shall have been sponsored by a reputable organization, conducted by a qualified trainer, guided by clear objectives in a setting appropriate to formal training and received in the past eight years. Regular meetings and conventions of associations (or societies) and meetings called by the Department of Public Instruction are not considered in computing this credit. Workshops or seminars sponsored by schools during in-service periods are also not applicable. This provision applies only to new employees in the following two areas:

1. Career Education programs
2. Selected college parallel career option programs

- d. Step Four - Initial placement beyond Lane 180 may be granted for work experience not credited in Step One directly related to a new employee's assignment at the college by evaluating the work experience and applying the following S.D.U. formula:

$$\text{Number of S.D.U.} - \text{Number of Clock Hours of Approved Work Experience} \div 177 \text{ for First Four Years, Beyond that Credited in Step One.}$$

Work experience applicable for credit must have contributed substantially to the new development of competencies directly related to the new employee's assignment at the college, and be beyond that needed to achieve placement in Lane 180. This provision applies only to new employees in the following two areas:

1. Career Education programs
 2. Selected college parallel career option programs
- e. Step Five - Computations. The appropriate lane for initial placement of new employees will be determined by summing the S.D.U. totals determined by the Employer in Steps One through Four above. In no case shall a new employee be credited with more than a combination of 45 S.D.U. in Steps Three and Four.
3. The procedure for initial level placement of new employees shall be as follows:
- a. Step One - The number of full years of directly related professional experience (teaching, counseling or media experience) on a regular contractual basis shall be evaluated for determining initial level placement. Teaching as a graduate assistant, part-time teacher (except at D.M.A.C.C.) or student teacher shall not be counted. Further, only up to a maximum of seven (7) years of professional experience may be credited. However, credit for such experience may only be given for that experience directly related to a new employee's primary assignment at Des Moines Area Community College.
 - b. Step Two - The number of full years of directly related work experience, not counted earlier in the provision, initial lane placement (Article III, Section B-2) shall be evaluated for determining initial level placement. Only that work experience directly related to a new employee's assignment shall be considered. Work experience applicable for consideration must be beyond that needed to be placed on Lane 180 (earned journeyman's status, professional registry, or its equivalent) and Department of Public Instruction approval and certification. In any case, no more than seven (7) years of work experience may be considered for initial level placement. This provision applies only to new employees in the following two areas:
 1. Career Education programs
 2. Selected college parallel career option programs

- c. **Step Three - Computations.** The initial level placement for new employees shall be determined by summing the level credit granted by the Employer in Step One and Step Two except that no more than a combination of seven (7) years of experience may be granted.
4. The Employer may place a new employee above schedule in difficult to fill positions following a meeting with the Association to explain why placement above schedule is deemed necessary.
5. After initial level and lane placement of a new employee has been completed, the education, training, work experience, or other background received prior to the first date of the new employee's first individual contract, shall not be considered for advancing on the salary schedule.

Section C. Guidelines and Procedures for Advancement on the Salary Schedule

1. Advancement on the schedule is defined as horizontal change from one lane to another lane. Advancement will be granted upon earning staff development units (S.D.U.) for completing pre-approved work experience, attending pre-approved industry schools, and completing pre-approved courses.
2. Procedure for advancement on the salary schedule shall be as follows:
 - a. **Step One -** The employee shall submit an approval form for staff development unit consideration which shall include the course work, special industry/business training, and/or directly related work experience that the employee proposes to undertake for purposes of advancement.
 - b. **Step Two -** The Employer shall evaluate the plan using the following guidelines:

- 1) Consideration for Evaluating Occupational Training - In computing S.D.U. credit for occupational training, only training directly related to the employee's assignment shall be considered. Training applicable for credit shall have been sponsored by a reputable organization, conducted by a qualified trainer, guided by clear objectives and in a setting appropriate to formal training. Regular meetings and conventions of associations (or societies) and meetings called by the Department of Public Instruction will not receive S.D.U. credit. Workshops or seminars sponsored by the college during in-service periods are also not applicable. The following formula will be used to calculate S.D.U. to be awarded upon successful completion of the pre-approved industry/business training.

Number of S.D.U. - Number of Clock Hours in
Industry/Business School \div 30

- 2) Considerations for Evaluating Work Experience - In computing S.D.U. credit for work experience, only that directly related to an employee's assignment shall be considered. Work experience applicable for credit must be beyond the learning or apprenticeship period (usually 3-5 years) appropriate to a given occupation. This provision applies only to employees in career and selected para-professional programs. The following formula will be used to calculate S.D.U. to be awarded upon successful completion of pre-approved work experience.

Number of S.D.U. - Number of Clock Hours of Approved
Work Experience \div 40

3) Consideration for Evaluating College Course Work - In computing credit for college course work, only course work directly related to an employer's professional assignment at Des Moines Area Community College may be credited. College work applicable for credit would be that contributing to a degree in an employee's teaching field or in educational methodology and theory. All credits and degrees must be from a college or university which was regionally accredited at the time credits and/or degrees are earned. All graduate credits must have been given a "B" grade (or higher) and all undergraduate credits must have been given a "C" grade (or higher). For institutions grading on a "satisfactory/unsatisfactory" standard the grades must be acceptable toward a degree at that university. Advanced research credit, in connection with an advanced degree, shall not be counted unless the research has been successfully completed and the degree awarded. (S.D.U. shall not be granted for any course work, industry schools or work experience completed or in progress before June 1, 1975.) Courses taken in qualifying for full certification are specifically excluded from consideration for advancement. The following formula will be used to calculate S.D.U. to be awarded upon successful completion of pre-approved college course work.

Number of S.D.U. - Number of Quarter Hours x 1

Number of S.D.U. - Number of Semester Hours x 1.5

c. Step Three - The Employer (appropriate Vice-President) may approve, disapprove, or modify the proposed individual staff development plan and notify the employee in writing within twenty (20) working days from the date of receipt by the Vice-President.

- d. Step Four - The employee may execute the approved plan, and upon satisfactory completion is responsible for presenting evidence of completing the development activity to the Personnel Office. Work experience hours must be documented by letters from former employers. Training in industry must be documented by certificates of completion and/or letters from the trainer which should specify the number of clock hours completed or other evidence judged adequate by the Employer. Evidence of earned college credit must be in the form of official transcripts which bear the signature and seal of the college registrar.

- e. Step Five - Advancement on the schedule by the employee shall be executed only once a year at the beginning of their contract year or the fall semester. The beginning of fall semester of each year is the deadline for any employee who is seeking advancement to present evidence (the approval for any activity and evidence of completion) to the Human Resources Office. The responsibility for initiating advancement action is solely that of each employee. S.D.U. credit will not be awarded for activities for which the college has paid any expenses, tuition, fees, travel, lodging or meals.

Section D. Guidelines and procedures for Movement on the Schedule

1. Movement on the schedule is defined as vertical change from one level to another level.

2. Employees will progress one full level (1.0) as they complete each fiscal year of service to the college until they reach the top of their lane.

3. Part-time employees will progress one full level (1.0) as they complete each fiscal year of service to the college until they reach the top of their lane. However, when a part-time employee is employed on a full-time basis, he/she will be placed on a level consistent with the number of full years of Des Moines Area Community College experience which he/she has accumulated by summing the total part-time experience completed.
4. Movement on the schedule will be made annually (until an employee reaches maximum) by the Employer at the effective date of the employee's individual contract. An employee hired during the contract year or an employee who for some period of the contract year has been on leave of absence without pay, shall be eligible for movement of one (1) full level if such employee has been on duty for six (6) months or more and worked more than half time during the contract year. Employees in the two categories above shall be eligible for movement one-half (1/2) level if they have worked half-time or less or have been on duty during less than six (6) month of the contract year. An employee who is not on duty during the contract year shall receive no level movement upon return to his/her assignment.

Section E. Salary Schedule Interpolation

Salary schedule interpolation from nine (9) month contracts to twelve (12) month contracts will be made by multiplying the nine (9) month schedule salary by 1.275.

Section F. Salary Schedule Format

The index formula for the salary schedule is 4.57% of the base (Lane 225 - Level 0) between full levels and between lanes as indicated in Appendix A.

ARTICLE IV FRINGE BENEFITS

Section A. Insurance Benefits

1. Term Life Insurance

On behalf of the employees the Employer will participate in and pay all premiums for a double indemnity group insurance program providing coverage in the amount of two times employee's individually contracted salary rounded to the nearest thousand subject to the terms and conditions of the group contract with the insurer selected by the Employer.

2. Disability Insurance

On behalf of the employees the Employer will participate in and pay all premiums toward the present (or its equivalent) long-term disability insurance program subject to the terms and conditions of the group's contract and the insurer selected by the Employer. This program shall have a ninety (90) day waiting period.

3. Hospital and Surgical Insurance

The Board shall purchase group medical health coverage. For full-time employees who elect individual coverage under the medical group health plan, the Employer shall pay the full monthly premium. For full-time employees who elect family coverage under the group medical plan, the Employer shall pay a maximum of one hundred and fifty dollars (\$150.00) per month toward the family plan premium with the remaining amount paid by the employee. For employees whose contracts are for less than full-time, the Employer shall pay the full monthly premium for individual coverage or for those who elect family coverage, the Employer shall pay an amount over and above the single premium prorated on the basis of the length of their individual contracts.

4. Workmen's Compensation

Each employee shall be covered by Workmen's Compensation paid for by the Employer. Sick leave benefits paid to the employee shall be integrated with Workmen's Compensation benefits paid, so that the total dollars received by the employee shall not exceed one hundred (100) percent of the employee's individually contracted base salary.

5. Optional Supplemental Life Insurance

An 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.

6. Optional Dependent Life Insurance

An 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. A full-time 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.

7. Dental Insurance

The Board shall purchase dental coverage. The Board shall contribute the cost of single employee premium. Employees who are eligible and elect dependent coverage shall pay the cost of the additional premium.

8. General Provisions

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

Benefits under the life, disability, dental and hospital/surgical insurance programs shall not be less than those provided in the 1983-84 work year.

Section B. Leaves of Absence

1. Sick Leave

All full-time employees, after the effective date of the contract and having reported for duty, will accrue fifteen (15) days sick leave for personal illness or injury with full pay at the rate of one and one-fourth (1¼) days per month. The sick leave provisions only apply to personal illness or injury including that caused by illness of a member of the immediate family. Immediate family shall mean spouse, children (including step-children), and parent. Unused days shall be cumulative to a maximum of one hundred (100) days.

A statement from a doctor of the employee's choice is required for absences due to illness beyond four (4) days. However, in determining sick or disabled status, the Employer at Employer expense reserves the right to require examination by a doctor selected by the Employer. Sick leave for employees working at least one-half time, but less than full-time shall be prorated by a ratio based upon their individual contract. Sick leave will be integrated with Disability and Workmen's Compensation so that the total dollars received by the employee shall not exceed one hundred (100) percent of the employee's individually contracted base salary.

2. Death in the Immediate Family

All full-time employees after the effective date of the contract and having reported for duty, may be granted up to five (5) days of leave annually at full pay to be used upon approval of the Employer, for attendance at funerals of members of the immediate family. Immediate family will include the spouse and related children, parents, brothers, sisters, grandparents, and mother and father-in-laws.

Such leave will not be cumulative. Such leave for employees working at least one-half time, but less than full-time, shall be prorated by a ratio based upon their individual contract.

3. Personal Business Leave

A full-time employee may be granted two (2) days (non-cumulative) for personal business leave each fiscal year. To be eligible for such leave, the employee shall have written approval from his/her supervising administrator. Personal business leave shall not be granted for a duty day immediately before or after a vacation or holiday. Such leave for employees working at least one-half, but less than full-time, shall be prorated by a ratio based upon their individual contract.

4. Jury Duty

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 into the Business Office or an equivalent amount deducted from the regular monthly wage. Employees are expected to report back to their working assignment during a normal work day when their presence is not required by the court.

5. Military Leave

Employees who are members of the National Guard, or any organized reserve of the Army, Navy, Marine Corps, Coast Guard, or Air Force which require periods of training are 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 absences are allowed in addition to regular vacation and will be taken without pay except for the first thirty (30) days as mandated by 29A of the Code of Iowa.

6. Leave of Absence Without Pay

With the Superintendent/President's approval, a leave of absence without pay, not to exceed twelve (12) months, may be granted to full-time employees or regular contract part-time employees with at least three (3) consecutive years with the college for purposes of professional development. Further, full-time and regular part-time employees with special personal or medical problems may be granted leave without pay not to exceed twelve (12) months. An employee desiring a leave of absence should make written application at least three (3) months prior to the time leave is to begin. For leaves of more than four (4) months duration, ninety (90) days prior (thirty (30) days prior in the case of shorter leaves) to the time of leave termination the employee shall notify the Superintendent/President in writing of his/her interest in returning. If notification does not occur, it shall be assumed that no return is planned.

The Employer, in granting a leave of absence, implies that it will return the employee to a position which in the determination of the Employer is the same or similar to that in which the employee formerly served if a vacancy exists for which he/she is qualified. The Employer will permit the employee to continue participation in the insurance programs at his/her own expense for a period of up to twelve (12) months, where so provided by such insurance policies and to the extent so provided, except when he/she enters other employment for pay during the leave. Upon return to employment, the accrued sick leave and experience credits earned prior to the leave shall be credited to the employee.

ARTICLE V TRAVEL EXPENSE

Section A.

Upon approval by those representatives of the Employer listed on the expense report form, those employees requested by the Employer to use their personal automobile in completion of work assignments will be reimbursed by the Employer at the rate of twenty-four (24) cents per mile or as per Board policy. The Employer shall not reimburse the employee for mileage required to commute to and from their residence and primary place of assignment. The standard mileages on file in the Business Office will be used to compute mileage.

ARTICLE VI DUES DEDUCTION

Section A.

1. The Association agrees to acquire and distribute to its members an authorization form advising the member that dues deduction is voluntary on the member's part and that the member also may terminate the dues deduction by notifying the Business Office on the appropriate form provided by the Association.

Deductions shall include only the regular uniform monthly amounts each employee pays as dues but shall not include initiation fees, special assessments, back dues, fines, or similar items.

3. Deduction shall only be made following presentation by the employee of a signed dues deduction authorization form presented to the Business Office.

4. Pursuant to a deduction authorization, the Business Office shall deduct one twenty-fourth (1/24) of total dues from the regular salary check of the employee. The Business Office will transmit to Association the total deduction of dues once a month.
5. The Association agrees to indemnify and hold harmless the Board, each individual board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this Agreement.

ARTICLE VII SAFETY

Section A. Responsibilities

The Employer shall endeavor to provide and maintain a safe place of employment. Employees shall endeavor in the course of performing professional duties associated with their employment to be alert to unsafe practices, equipment or conditions and report these to their immediate supervisor.

Section B. Referral

If the problem cannot be informally corrected by the immediate supervisor and the employee, it shall be processed under the grievance procedure.

ARTICLE VIII

VOLUNTARY TRANSFER

Section A. Definition

A transfer is the permanent full-time movement of an employee to and from a unit position as described in Article 1, Section A(4) and to a department and/or campus other than that to which he/she is currently assigned.

Section B. Procedure

1. Job descriptions for unit vacancies which the Employer determines to fill will be posted at conspicuous locations on each campus. Each description shall indicate the final date for receiving applications.
2. An employee, to be considered for a vacant position, must file a written statement requesting a transfer, listing his/her current position, and indicating the specific vacant position for which he/she wishes to be considered. Applications for transfer must be received on or before the posted closing date for receiving applications.
3. In making a determination upon personnel to fill a vacancy the Employer will choose among all applicants based upon ability, qualifications and seniority.

Seniority shall be a factor, but not an overriding factor, when dealing with outside applicants. However, when the choice is between two or more employees who are judged by the Employer to have equal ability and qualifications then seniority shall be the controlling factor in the voluntary transfer.

4. The Employer will inform the employee, in writing of the approval or denial of his/her transfer request and will meet, upon the employee's request, to discuss the matter. Such notification shall be made within thirty (30) days of the Board action filling such position.

ARTICLE IX

INVOLUNTARY TRANSFER

Section A. Definition

A transfer is the permanent full-time movement of an employee to and from a unit position as described in Article 1, Section A(4) and to a department and/or campus other than that to which he/she is currently assigned.

Section B. Procedures

1. Incumbent unit members who, in the judgment of the Employer, possess qualifications equal to other applicants, and who have in writing requested to be transferred to unit positions, will be considered before an involuntary transfer is initiated.
2. The Employer will designate the department and campus where a transfer is required.
3. The Employer will inform the Association that a transfer is necessary and set a date to meet and discuss such transfer with the Association. The Association may present views and recommendations to the Employer at the meeting arranged for that purpose.
4. The Employer will consider the recommendations made and will determine the department or campus to which employees shall be transferred, those employees who shall be transferred, and the date upon which such transfer shall become effective.
5. The Employer will inform, in writing, the employee(s) who will be transferred and upon request will meet with an employee to discuss the transfer.

6. Generally, the Employer will give the transferee thirty (30) days notice in advance of the effective transfer date, except when the Employer determines that due to an emergency, a transfer must be effected immediately.

ARTICLE X EMPLOYEE REDUCTION IN FORCE PROCEDURE

Section A. Procedure

1. The Employer shall designate the program(s) where an employee reduction in force is necessary. The Employer shall first accomplish such reduction by not replacing employees in the designated programs who voluntarily resign or who retire.
2. In the event reduction in staff within the designated programs cannot be completed through resignation or retirement, the Employer agrees to notify the Association in advance of reduction in force at which time the Association may make its views and recommendations known concerning implementation of employee reduction in force.
3. The Employer will determine the employees within designated program(s) to be laid off based upon ability, qualifications, and seniority. Seniority shall be the controlling factor in the lay off, within the designated program(s) after the Employer has judged ability and qualifications to be equal.
4. Employees on Specially Funded Contracts to be reduced will be notified at least thirty (30) days prior to the date upon which a reduction in force will take effect.

5. If the Employer determines to recall employee(s) for a designated program(s), the Employer will determine the employee(s) to be recalled based on ability, qualifications, and seniority. Within the designated program(s), where employee ability and qualifications are judged by the Employer to be equal, seniority shall be a controlling factor in recall. Recalled employees shall retain all sick leave accrued prior to the date of reduction. Upon written request of the employee, the Employer will consider recall until one of the following events occur:

- a. A one (1) year lapse from the date of reduction.
- b. The employee obtains other employment comparable in salary.
- c. The employee's certification has lapsed.
- d. The employee waives recall in writing.

ARTICLE XI SUPPLEMENTAL PAY

Section A.

All Des Moines Area Community College full-time employees, during the term of their employment may enroll in Adult and Continuing Education courses (500, 600, 700, and 800 numbered courses) conducted at the Urban Center, Boone, Western Attendance Center at Carroll and Ankeny Campuses 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 have enrolled.

Coaching Duties (Boone)

Release time in lieu of compensatory pay for Athletic Director responsibilities and coaching responsibilities will be the Employer's first consideration. Release time shall be awarded at the following rate:

1. Six (6) semester hours of release time for men's and women's Athletic Director responsibilities.
2. Four (4) semester hours of release time for coaching men's basketball.
3. Four (4) semester hours of release time for coaching women's basketball.
4. Four (4) semester hours of release time for coaching men's baseball.
5. Four (4) semester hours of release time for coaching women's softball.

In the event the Employer finds that release time for such duties is not possible or practical, athletic responsibilities and coaching responsibilities shall be compensated at the following rates:

1. Men and women Athletic Director - \$3,000.00 per fiscal year.
2. Men's basketball coach - \$2,100.00 per fiscal year extra duty pay.
3. Women's basketball coach - \$2,100.00 per fiscal year extra duty pay.
4. Men's baseball coach - \$2,100.00 per fiscal year extra duty pay.
5. Women's softball coach - \$2,100.00 per fiscal year extra duty pay.

ARTICLE XII COMPLIANCE AND DURATION

Section A.

This Agreement shall remain in force and effect from July 1, 1985, until midnight August 14, 1987. The first year of the Agreement will be from July 1, 1985, through August 14, 1986. The second year shall be from August 15, 1986, through August 14, 1987. Any adjustments in salary and fringe benefits will be effective the first full pay period of each new school year.

Section B.

This Agreement shall automatically continue in force and effect for subsequent contract periods unless either party to the Agreement gives the other party written notice to terminate, amend, or modify such Agreement no less than 180 calendar days prior to the Employer certified budget submission date. Using the aforementioned procedure either party may reopen negotiations for 1986-87 contract year on Article III (Salary Schedule), Article IV Section (A) (Insurance Benefits) and Article XI (Supplemental Pay). In addition, either party may elect to open two additional articles in the second year.

Section C.

This Agreement constitutes the entire and complete agreement on articles contained within this document for the term and supercedes all previous agreements. Any amendment supplemental hereto shall not be binding on either party unless executed in writing by both parties. Neither party waives any section of the Code of Iowa, Chapter 20 by virtue of this section. Any alleged violation of Chapter 20 shall not be subject to Article II Grievance Procedure, but shall be resolved through application of procedures provided for in Chapter 20, Code of Iowa.

Section D.

In the event that any article, section or portion of this Agreement is found to be contrary to state or federal law, then such article, section or portion shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

Section E.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective chief negotiators and their signature placed thereon, on this 7th day of October, 1985.

1985-86
DES MOINES AREA COMMUNITY COLLEGE
FACULTY SALARY SCHEDULE

9 MONTH

Level	Lane 180	Lane 203	Lane 225	Lane 248	Lane 270	Lane 293	Lane 315
0.0	\$13,129	\$13,790	\$14,450	\$15,110	\$15,771	\$16,431	\$17,091
0.5	13,459	14,120	14,780	15,441	16,101	16,761	17,422
1.0	13,790	14,450	15,110	15,771	16,431	17,091	17,752
1.5	14,120	14,780	15,441	16,101	16,761	17,422	18,082
2.0	14,450	15,110	15,771	16,431	17,091	17,752	18,412
2.5	14,780	15,441	16,101	16,761	17,422	18,082	18,742
3.0	15,110	15,771	16,431	17,091	17,752	18,412	19,073
3.5	15,441	16,101	16,761	17,422	18,082	18,742	19,403
4.0	15,771	16,431	17,091	17,752	18,412	19,073	19,733
4.5	16,101	16,761	17,422	18,082	18,742	19,403	20,063
5.0	16,431	17,091	17,752	18,412	19,073	19,733	20,393
5.5	16,761	17,422	18,082	18,742	19,403	20,063	20,723
6.0	17,091	17,752	18,412	19,073	19,733	20,393	21,054
6.5	17,422	18,082	18,742	19,403	20,063	20,723	21,384
7.0	17,752	18,412	19,073	19,733	20,393	21,054	21,714
7.5	18,082	18,742	19,403	20,063	20,723	21,384	22,044
8.0	18,412	19,073	19,733	20,393	21,054	21,714	22,374
8.5	18,742	19,403	20,063	20,723	21,384	22,044	22,705
9.0	19,073	19,733	20,393	21,054	21,714	22,374	23,035
9.5	19,403	20,063	20,723	21,384	22,044	22,705	23,365
10.0	19,733	20,393	21,054	21,714	22,374	23,035	23,695
10.5	20,063	20,723	21,384	22,044	22,705	23,365	24,025
11.0	20,393	21,054	21,714	22,374	23,035	23,695	24,355
11.5	20,723	21,384	22,044	22,705	23,365	24,025	24,686
12.0	21,054	21,714	22,374	23,035	23,695	24,355	25,016
12.5	21,384	22,044	22,705	23,365	24,025	24,686	25,346
13.0	21,714	22,374	23,035	23,695	24,355	25,016	25,676
13.5	22,044	22,705	23,365	24,025	24,686	25,346	26,006
14.0	22,374	23,035	23,695	24,355	25,016	25,676	26,337
14.5	22,705	23,365	24,025	24,686	25,346	26,006	26,667
15.0	23,035	23,695	24,355	25,016	25,676	26,337	26,997
15.5	23,365	24,025	24,686	25,346	26,006	26,667	27,327
16.0	23,695	24,355	25,016	25,676	26,337	26,997	27,657
16.5	24,025	24,686	25,346	26,006	26,667	27,327	27,987
17.0	24,355	25,016	25,676	26,337	26,997	27,657	28,316

**1985-86
DES MOINES AREA COMMUNITY COLLEGE
FACULTY SALARY SCHEDULE**

12 MONTH

Level	Lane 180	Lane 203	Lane 225	Lane 248	Lane 270	Lane 293	Lane 315
0.0	\$18,739	\$17,582	\$18,424	\$19,265	\$20,108	\$20,950	\$21,791
0.5	17,160	18,003	18,845	19,687	20,529	21,370	22,213
1.0	17,582	18,424	19,265	20,108	20,950	21,791	22,634
1.5	18,003	18,845	19,687	20,529	21,370	22,213	23,055
2.0	18,424	19,265	20,108	20,950	21,791	22,634	23,475
2.5	18,845	19,687	20,529	21,370	22,213	23,055	23,896
3.0	19,265	20,108	20,950	21,791	22,634	23,475	24,318
3.5	19,687	20,529	21,370	22,213	23,055	23,896	24,739
4.0	20,108	20,950	21,791	22,634	23,475	24,318	25,160
4.5	20,529	21,370	22,213	23,055	23,896	24,739	25,580
5.0	20,950	21,791	22,634	23,475	24,318	25,160	26,001
5.5	21,370	22,213	23,055	23,896	24,739	25,580	26,422
6.0	21,791	22,634	23,475	24,318	25,160	26,001	26,844
6.5	22,213	23,055	23,896	24,739	25,580	26,422	27,265
7.0	22,634	23,475	24,318	25,160	26,001	26,844	27,685
7.5	23,055	23,896	24,739	25,580	26,422	27,265	28,106
8.0	23,475	24,318	25,160	26,001	26,844	27,685	28,527
8.5	23,896	24,739	25,580	26,422	27,265	28,106	28,949
9.0	24,318	25,160	26,001	26,844	27,685	28,527	29,370
9.5	24,739	25,580	26,422	27,265	28,106	28,949	29,790
10.0	25,160	26,001	26,844	27,685	28,527	29,370	30,211
10.5	25,580	26,422	27,265	28,106	28,949	29,790	30,632
11.0	26,001	26,844	27,685	28,527	29,370	30,211	31,053
11.5	26,422	27,265	28,106	28,949	29,790	30,632	31,475
12.0	26,844	27,685	28,527	29,370	30,211	31,053	31,895
12.5	27,265	28,106	28,949	29,790	30,632	31,475	32,318
13.0	27,685	28,527	29,370	30,211	31,053	31,895	32,737
13.5	28,106	28,949	29,790	30,632	31,475	32,318	33,158
14.0	28,527	29,370	30,211	31,053	31,895	32,737	33,580
14.5	28,949	29,790	30,632	31,475	32,318	33,158	34,000
15.0	29,370	30,211	31,053	31,895	32,737	33,580	34,421
15.5	29,790	30,632	31,475	32,318	33,158	34,000	34,842
16.0	30,211	31,053	31,895	32,737	33,580	34,421	35,263
16.5	30,632	31,475	32,318	33,158	34,000	34,842	35,683
17.0	31,053	31,895	32,737	33,580	34,421	35,263	36,105

LETTER OF UNDERSTANDING

The Des Moines Area Community College and the Des Moines Area Community College Higher Education Association hereby agree that the group insurance program will require second opinions as per the attached list of elective surgery beginning January 1, 1985.

Dated October 7, 1985

LIST OF SURGERIES REQUIRING SECOND OPINION

It is recommended that an opinion as to the need for surgery be obtained from a second physician with respect to the procedures listed below:

- a. Adenoidectomy and/or tonsillectomy
- b. Back surgery
- c. Breast surgery
- d. D & C (Dilation and Curettage)
- e. Eye or eyelid surgery
- f. Foot surgery
- g. Gallbladder and bile duct surgery
- h. Heart or vascular surgery
- i. Hemorrhoids
- j. Hernia surgery
- k. Jaw surgery
- l. Joint surgery
- m. Kidney surgery
- n. Nose or nasal surgery
- o. Prostate surgery
- p. Stomach or gastric surgery
- q. Thyroid surgery
- r. Uterine surgery (hysterectomy)
- s. Varicose vein surgery

LETTER OF UNDERSTANDING

The Des Moines Area Community College and the Des Moines Area Community College Higher Education Association hereby agree that effective the second term of the 1985-86 school year the following rates will be paid on overload:

1) Rates

- \$22.00 per hour - Lecture
- \$17.50 per hour - Laboratory
- \$14.00 per hour - #500 and Practicum

2) Employees who would be earning more monies under the prior system will be red circled and not reduced in income.

3) The change in pay practice was to better reflect actual content of course work and not to penalize any employee.

Dated October 7, 1985

LETTER OF UNDERSTANDING

The Des Moines Area Community College and the Des Moines Area Community College Higher Education Association hereby agree to the following with respect to employees at the top of the salary lanes:

- 1) An employee on the seventeenth step in 1984-85 shall receive the amount of the new seventeenth step on the 1985-86 salary schedule plus \$290 (9-month employee) or \$370 (12-month employee).
- 2) An employee who was off the schedule for the 1983-84 contract year shall receive the amount of the new seventeenth step plus \$290 for each full year¹ off the schedule (9-month employee) or \$370 for each full year¹ off the schedule (12-month employee). Maximum additional salary in addition to the seventeenth step shall be \$1,110 (12-month employee).
- 3) An employee on the 16.5 step in 1984-85 shall receive in 1985-86 the amount of the new seventeenth step plus \$145 (9-month employee) or \$185 (12-month employee).

Dated October 7, 1985

¹An employee who went from the 16.5 step to the 17th step for 1984-85 will receive \$145 or \$185 for the 1984-85 year and \$290 or \$370 for the 1985-86 year.

**LETTER OF UNDERSTANDING
DMACC EMPLOYEES PARTICIPATION
IN COLLEGE OFFERINGS**

This agreement is effective for the second semester and summer session of the 1985-86 school year only. It is intended to be a trial program to be reviewed at the end of that year. With the approval of his/her immediate supervisor, all permanent faculty and staff who are employed half-time or more are eligible to participate in this program.

Des Moines Area Community College will pay tuition, and where applicable, service and activity fees for DMACC sponsored credit and non-credit courses taken outside of normal working hours. Additionally, in non-credit classes, other fees related to instruction will also be paid by the college. All other fees and book costs are the responsibility of the employee. No more than two credit courses or 90 hours of seminars or workshops may be taken under this provision during any given semester.

Staff taking courses under this provision are expected to achieve a C grade or better in credit courses or a mark of P (Passing) in non-credit courses. Evidence of successful completion must be provided to the immediate supervisor upon completion of the course. Failure to meet this standard will result in the employee being billed for all tuition and fees related to that course that were previously paid by the Board.

In order to ensure that preference will be given to tuition paying students, the following conditions must be met:

- 1) Des Moines Area Community College staff must register during the late registration period.
- 2) There must be an adequate number of tuition paying students to justify the course operating.
- 3) The class must have space available after all tuition paying students have enrolled.

Courses, seminars, and workshops taken under this policy cannot be applied to SDU lane movement.

The cross enrollment program with Drake University and Grandview College is excluded from this policy.

Dated October 7, 1985