A Collective
Bargaining Agreement

between

Des Moines Area Community College
Educational Services Association

and

Des Moines Area Community College
Board of Directors

July 1, 2026 – June 30, 2029

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ARTICLE 1
RECOGNITION

Part A: Bargaining Unit Agent

The Employer hereby recognizes the Des Moines Area Community College Education Services Association for the term of their PERB certification as the bargaining agent for the unit as described below.

Part B: Bargaining Unit

Section 1 - Inclusions

All Regular secretarial/clerical, physical plant and food service employees who work a minimum of 20 hours per week for a period of 9 months or more.

(Regular employee refers to an employee hired into an authorized position for whom there is an expectation of ongoing employment.)

Section 2 - Exclusions

All Nonregular (temporary) employees; all student employees; all supervisory and administrative staff; all faculty and professional staff; all human resources staff; all secretaries to the College President; Vice-Presidents; Assistant to the President; Executive Directors; District Administration; Deans; and all other employees excluded by Section 4 of the Act.

(Nonregular (temporary) employee refers to an employee hired into an unauthorized position for a time of limited duration or a limited number of hours per week for whom there is no expectation of ongoing employment.)

The maximum number of hours a Nonregular (temporary) employee may work in a fiscal year is 1,250 hours.

ARTICLE 2
GRIEVANCE PROCEDURE

Part A: Definitions

Grievance - A grievance is a claim by a grievant of a misapplication, misinterpretation or a violation of an article(s) of this agreement.

Grievant - A grievant shall mean an employee or group of employees filing a grievance.

Class 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 in Step One.

Part B: Procedure

Section 1 - Step One

The grievant will present a signed written grievance on an approved form to the immediate supervisor within 15 working 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 will be signed by the grievant(s). Within 10 working days after receipt of the grievance, the supervisor shall give a written answer to the grievant with a copy to the Grievance Chairperson.

Section 2 - Step Two

In the event the grievance is not resolved at Step One, the grievant may within 10 working 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 10 working days after receipt to submit a written answer to the grievant with a copy to the Grievance Chairperson.

Section 3 - Step Three

If the grievance is not resolved at Step Two, the grievant may within 10 working days of the receipt of the answer in Step Two, submit the written grievance to the President or their designee. The President or designee shall submit a written answer with reasons to the grievant within 20 working days, with a written copy to the Grievance Chairperson.

Section 4 - Step Four

If the grievance is not resolved in Step Three, the Association will mail written notification simultaneously to the President and the American Arbitration Association within 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 p.m.

Section 5 - 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. The grievant may have an Association representative present at all levels of the grievance procedure.

6. This article shall not apply to probationary employees.

ARTICLE 3
SENIORITY

Part A: Definition

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.

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.

Part B: Accumulation of Seniority

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.

Part C: Seniority List

The Employer shall prepare and maintain the seniority list and any revisions or updates. The DMACC-ESA president may request a copy of the list, and may request that ESA covered employees receive a copy of the list electronically.

Part D: Breaks in Seniority

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

Part E: Probationary Period

Employees shall be considered probationary for the first 180 calendar days of employment. Upon successful completion of 90 calendar days of employment, the employees shall be eligible for all leave benefits provided by this agreement and seniority retroactive to the date of hire.

ARTICLE 4
VACANCIES

Part A: Vacancy

Section 1 - Definition

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.

Section 2 – Posting & Notification

All vacancies shall be posted electronically along with all other College postings on the electronic posting site maintained by HR.

Internal applicants not meeting minimum qualifications of covered positions will receive notification through the applicant tracking system if they are not selected. Upon request internal applicants may ask HR for general reasons about the selection criteria for an alternative selection.

ARTICLE 5
PERSONNEL FILES

Part A: Personnel File

Each employee shall have the right to review the contents of their 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 their 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 their file at their own expense.

ARTICLE 6
HEALTH AND SAFETY

Part A: Working Conditions

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.

Part B: Safety Equipment

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

Part C: Medical Exams

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

ARTICLE 7
LEAVES OF ABSENCE

Part A: Sick Leave

Section 1 - Eligibility

Regular full-time and Regular part-time employees, after the effective date of this contract and having reported for duty each year, will accrue Sick Leave on a yearly basis.

Section 2 - Accrual

A Regular full-time employee shall accrue 10 hours of Sick Leave for each month worked. The unused portion of such allowance shall accumulate to a maximum of 105 working days or 840 hours. A Regular part-time employee shall receive a prorated portion of the above Sick Leave.

Section 3 - Use

Sick Leave will be available for employees due to illness or injury of the employee or the illness or injury of an immediate family member. Sick Leave may only be used to the extent earned in increments of at least one hour.

Immediate family is defined as spouse, children (including step-children), and parents (including step-parents).

Section 4 - Notification of Illness

An employee who is going to be absent should notify their supervisor before the start of the work day, unless such illness or injury prevents same. In any event, the supervisor or designee should be notified on the day of absence. In addition, an absent employee must keep their supervisor advised as to possible return to work.

Section 5 - Return to Work from Sick Leave

A physician's statement shall be required for absences of five or more consecutive work days.

Section 6 - Long Term Disability Income Plan

Sick Leave will be integrated with Disability and Workers' Compensation so that the total dollars received by the employee shall not exceed 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.

Part B: Bereavement Leave

Section 1 - Eligibility

Regular full-time and Regular part-time employees, upon approval of the Employer, may be granted Bereavement Leave.

Section 2 - Accrual

A Regular full-time employee may be granted up to 40 hours of leave annually (non-cumulative) with pay. A Regular part-time employee shall receive a prorated portion of the above Bereavement Leave.

Section 3 - Use

Bereavement Leave may be used for attendance at funerals and other purposes directly related to a death.

Part C: Personal Leave

Section 1 - Eligibility

Regular full-time and Regular part-time employees may be granted Personal Leave.

Section 2 - Accrual

A Regular full-time employee may be granted 32 hours a year with pay for personal use. A Regular part-time employee shall receive a prorated portion of the above Personal Leave.

Section 3 - Use

The purpose of the Personal Leave is to permit an employee an opportunity to handle items of a personal nature that cannot be taken care of outside normal working hours.

Section 4 - Request for Leave

Requests for leave are to be submitted to and approved by the employee's immediate supervisor in advance.

Part D: 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 their presence is not required by the court, except if such time is less than 2 hours.

Part E: 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 or when ordered by proper authority to active state or federal service. The first 30 working days each calendar year shall be paid.

Part F: Leaves of Absence Without Pay

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

Part G: Family and Medical Leave Act

All Regular employees who have worked for the College for at least 12 months and have worked at least 1,250 hours in the preceding 12 months shall be eligible for Family Medical Leave each fiscal year as specified in federal Family Medical Leave regulations.

ARTICLE 8
HOLIDAYS

Part A: Holidays

Regular full-time employees shall be entitled to the following 8-hour Holidays with pay:

1. New Years Day (January I)
2. Martin Luther King's Birthday
3. Memorial Day (Last Monday in May)
4. Independence Day (July 4)
5. Labor Day (First Monday in September)
6. Thanksgiving Day (Fourth Thursday in November)
7. Friday after Thanksgiving
8. Christmas Day (December 25)
9. Two days at the Christmas break to be assigned.

Regular part-time employees shall be entitled to a prorated portion of the above Holidays.

Part B: Observation

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

Part C: College Closed Days

When the college is closed between the Christmas holiday and New Year's Day, no loss of pay will occur and no leave will be required.

ARTICLE 9
VACATION

Part A: Eligibility

All Regular full-time and Regular part-time employees shall accrue Vacation Leave.

Part B: Accrual

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 16th day of the month. Vacation will not accrue when on Leave Without Pay for more than half of the month as indicated in Human Resources Procedure HR3705 Vacation Leave.

Regular full-time employees shall accrue Vacation Leave as follows:

Years of Service	Accrual
1 through 5	10 hours per month
6 and over	13.33 hours per month

Regular part-time employees shall receive a prorated portion of the above Vacation Leave.

Part C: Use

Vacation may be used in any month following accrual. Vacation must be taken in half or full day increments. Vacation Leave may be carried over from one fiscal year to the next. Human Resources Procedure HR3705 Vacation Leave will be followed regarding maximum amounts of vacation leave that may be used within specified timeframes.

Part D: Request for Leave

Requests for Vacation Leave are to be submitted to and 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.

Part E: Payout of Vacation Leave Upon Separation

Human Resources Procedure HR3705 Vacation Leave will be followed regarding maximum amounts of vacation leave that may be paid out upon separation of employment.

ARTICLE 10
COVERAGE

Part A: Salary Reduction Dependent Care

Effective January 1, 1997, an eligible employee may elect to set aside dollars for Dependent Care expenses as defined by federal law. This will allow the employee to reduce their taxable income by the amount he/she determines will be needed for Dependent Care expenses during the year.

Part B: Workers' Compensation

Each employee shall be provided with Workers' Compensation insurance. Sick Leave benefits paid to the employee shall be integrated with Workers' Compensation benefits paid, so that the total dollars received by the employee shall not exceed 100 percent of the employee's normal weekly salary.

ARTICLE 11
WAGES

Part A: Wage Increases

On July 1, 2026, Regular full-time and Regular part-time employees shall receive an average general wage increase of 3.0%, including longevity. Employees hired after December 31 will receive the pay range adjustment or one-half of the annual pay adjustment, whichever is greater. For settlements being implemented after July 1, the raise will be retroactive to July 1 for current employees only.

Part B: New Hires

New employees with comparable experience will receive five cents ($0.05) per hour less than the base hourly rate of a current employee with comparable experience within the job classification, as long as the rate is not less than the minimum hourly rate. A maximum of ten (10) years of experience shall be credited.

Advanced placement on the Support Staff Pay Schedule may be used if a position is determined to be hard to fill. If an advanced placement is used and there are other employees in the same job, the pay of these employees shall be evaluated for purposes of maintaining internal and external equity and pay adjustments may be considered.

Part C: Pay Day

The employee will be paid semi-monthly on the 15th and the last day of the month. If either of these days falls on a weekend or a holiday, the employee will be paid on the preceding workday. Effective July 1, 1996, all staff covered by this agreement shall be paid behind as indicated by the payroll calendar.

Part D: On-Call Pay The College may assign employees to on-call coverage to ensure timely response to emergencies. On-call coverage is a work assignment.

At this time, on-call coverage under this provision will apply to Mechanical/Electrical Technicians.

One Mechanical/Electrical Technician will be assigned to on-call coverage at a time through a weekly rotation schedule.

Employees assigned to on-call coverage may take home a College vehicle during the assigned on-call period to allow timely response to emergencies and access to necessary tools and equipment. Employees using College vehicles remain subject to all applicable College vehicle use policies and procedures.

On-call assignments will be limited to employees who are trained and qualified to perform the work required.

Employees who have taken a full day of leave during their scheduled work week will not be eligible for on-call assignment during that same week.

Employees assigned to on-call coverage who operate a College vehicle must maintain eligibility to drive College vehicles under College policy.

The on-call schedule will be developed in advance. Employees will select available on-call weeks by seniority and may identify known leave periods in advance.

Supervisors retain the authority to make adjustments to the schedule as necessary to meet operational needs.

An employee assigned to on-call coverage is expected to be available and respond to emergency calls during the assigned period.

Employees assigned to on-call coverage must:

- Remain fit for duty;
- Be reachable during the assigned period, and
- Be able to report to campus within a reasonable response time established by the supervisor.

Employees who are unable to meet these requirements must notify their supervisor as soon as possible so alternate coverage can be arranged.

Failure to meet on-call requirements, including failure to respond or remain available without a valid reason, will result in removal from on-call assignments and associated compensation.

Such failure may also be considered a failure to perform assigned duties and may be addressed through the College's normal disciplinary process.

All emergency calls will be initiated and managed by a supervisor.

The supervisor will determine:

- Whether the situation requires immediate response;
- Whether the supervisor should handle the work directly;
- Whether a contractor should be used, and
- Which employee is best suited to respond based on skill, knowledge, location, and availability.

Employees who are not assigned to on-call coverage may be contacted for guidance and assistance when they have specialized knowledge of a campus, system, or equipment involved in the emergency.

When practical, supervisors will make reasonable efforts to distributed emergency call-in opportunities among qualified bargaining unit employees.

Employees assigned to on-call coverage will receive a stipend of $300 per week for assigned on-call coverage.

Employees who respond to emergency call-ins will receive overtime compensation for actual hours worked, or a minimum of two (2) hours of overtime compensation, whichever is greater. The clock starts when the employee receives the call.

Employees not assigned to on-call coverage who are contacted for assistance or guidance related to an emergency response will receive the two (2) hour minimum of overtime payment.

In the event of an unplanned absence during a scheduled on-call week, on-call compensation shall be reduced by $42.86 per day for each day of absence.

If an employee becomes unavailable on a Friday, the employee will not receive on-call compensation for Friday, Saturday, or Sunday.

The employee assigned to assume the on-call responsibilities during the absence shall receive the applicable $42.86 per diem for each day covered.

Supervisors will maintain records regarding:

- On-call assignments;
- Emergency call-ins;
- Who responded;
- The reason for the response; and
- The amount of time involved.

These records may be reviewed, upon request, to support reasonable distribution of overtime opportunities and operational review.

Part E: Night Shift Differential

Night shift employees will be classified at a grade above standard classification, with the understanding that if they are to go back to a dayshift position, that they would experience the loss in pay at the rate of the difference of the starting minimums and return to the standard pay grade.

A night shift employee is defined as follows:

1. The employee must be working in a regular assignment.

2. An employee must work at least 50% of their weekly hours between 4:00 p.m. and 7:00 a.m.

PART F: Longevity

Regular full-time and Regular part-time employees shall be eligible for longevity pay as follows:

1. Employees who have been a Regular employee and have completed five years or more on June 30 shall be eligible for longevity payments July 1 and those

employees who have completed five years or more on December 31 shall be eligible for longevity payments effective January 1.

2. Longevity pay shall be paid regardless of salary schedule placement.
3. Longevity pay shall not become part of the employee's base wage.
4. Longevity pay shall be paid according to the following schedule:

Years of Service	Longevity Pay per hour
5 through 9	$.15
10 through 14	$.30
15 through 19	$.45
20 and more	$.60

ARTICLE 12
HOURS OF WORK

Part A: Work Schedule

The normal work schedule for Regular full-time employees shall be 40 hours, excluding lunch periods.

Section 1 - Breaks

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 8 hours shall be permitted one 15-minute break during any four consecutive hours of work as conditions allow.

An employee working over 8 hours shall be permitted one additional 15-minute break for every 4 consecutive hours of work, as work conditions allow.

Section 2 - Lunch Period

An employee working an 8 hour day shall have at least a half-hour lunch period assigned around the middle of said hours.

Part B: Nonguarantee of Hours

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

ARTICLE 13
OVERTIME AND PAY PRACTICES

Part A: Overtime

An employee who works in excess of 40 hours in a workweek shall be paid time and one-half for each hour worked over 40.

Holidays, Vacations and paid leaves of absence, except Sick Leave and Personal Leave, will be included in computing hours of work.

Part B: Emergency Call-In

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

Part C: Work on a Holiday

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

Part D: Work on a Saturday/Sunday

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

Part E: Pay Schedules and Pay Procedures

Pay schedules and relevant pay procedures are established yearly in a published payroll calendar. The pay schedule and pay intervals will generally follow the same pay schedule from year to year unless DMACC and ESA mutually agree to alter that schedule. The HR pay procedures associated with the pay schedules are hereby incorporated into the terms of this agreement. If substantive changes are necessary, the ESA will be provided notice of those changes before implementation.

ARTICLE 14
COMPLIANCE & DURATION

Part A: Compliance

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.

Part B: Duration

The parties hereby agree that this agreement shall be effective July 1, 2026, and continue until June 30, 2029. FY28 and FY29 wages are open for negotiation.

FOR THE ASSOCIATION

6-26-2026
Date

FOR THE COLLEGE

6/26/26
Date

APPENDIX A
SALARY RANGES

For the Support Staff Pay Schedule, click on the following link:

https://dmaccit.sharepoint.com/sites/hr/SitePages/payroll.aspx

Memorandum of Understanding between DMACC and ESA

Effective 01/01/2026

Purpose

This Memorandum of Understanding (MOU) establishes a mutual understanding regarding the calculation of hours worked for overtime eligibility in compliance with the revised OBBBA (One Big Beautiful Bill Act) guidelines.

Background

The One Big Beautiful Bill Act (OBBBA) introduced significant changes to how overtime is calculated and taxed. To prevent confusion and potential errors when reporting, approving, and paying overtime, as well as to ensure compliance with OBBBA and state and federal labor laws, Des Moines Area Community College proposes the following adjustments and clarifications surrounding the calculation of overtime.

Des Moines Area Community College will determine overtime eligibility based on only actual hours worked. Paid and Unpaid Leave, which is considered time not actually worked, shall not be considered hours worked when calculating overtime. This Paid and Unpaid Leave includes holiday, vacation, sick leave, personal leave, and any other forms of a paid or unpaid leave of absence.

If, during the workweek (Sunday- Saturday), employees use Paid or Unpaid Leave, but are called in for an Emergency Call-In, time should be recorded using the earning code EMG (Emergency/NonDuty OT). This time will still be compensated at one and one-half their straight-hourly rate but will not be included in the calculation of overtime. If no Paid or Unpaid Leave is submitted, the overtime will be calculated as normal.

If, during the workweek (Sunday – Saturday), employees use Paid or Unpaid Leave, but are contacted to work Saturday or Sunday, time should be recorded using the earning code WKE (Weekend). This time will still be compensated at one and one-half their straight-hourly rate but will not be included in the calculation of overtime. If no Paid or Unpaid Leave is submitted, the overtime will be calculated as normal.

ade
2/9/26

Agreement

This agreement revises the current calculation of overtime, to no longer include the Paid and Unpaid Leaves of Absence, and align it with the recently passed OBBBA requirements. This agreement is consistent with all applicable federal and state laws governing compensable work hours. Both parties agree to review this MOU periodically and revise it as needed to maintain compliance with future changes to the OBBBA and/or related labor regulations.

Amanda Easton, Executive Director, Human Resources — Date: 2/9/26

Kim Spitzig, President, ESA — Date: 2-5-2026