

# Master Contract

Between



and



**July 1, 2016 to June 30, 2017**

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ARTICLE 1  
PREAMBLE AND RECOGNITION

1.01 – PREAMBLE

This Agreement is made and entered into by and between the Board of Directors of the Area Education Agency 267 (AEA), hereinafter referred to as "Board" and the Communications Workers of America, hereinafter referred to as "Union".

1.02 – RECOGNITION

It is therefore ordered that the certification of the Communications Workers of America as the exclusive bargaining representative for certain employees of the Area Education Agency 7 issued in PERB Case No. 1523 is hereby amended to reflect as the certified bargaining representative for the following-described unit of employees of the Area Education Agency 267, the successor to the Area Education Agencies 2, 6 and 7.

It is further ordered that the description of the bargaining unit of employees of the Area Education Agency 7 originally determined in PERB Case No. 1523 and represented by the Communications Workers of America, is amended to provide:

INCLUDED: All Classified Personnel of Area Education Agency 267.

EXCLUDED: Administrators, Professional Employees, Media Work Supervisors, Administrative Secretaries, and those excluded by Section 4, Chapter 20, of the Iowa Code.

DATED at Des Moines, Iowa, this 26th day of September, 2003

1.03 DEFINITIONS

The following definitions will apply in the interpretation of this Agreement:

- A. "Board" - Board of Directors of Area Education Agency 267 (AEA 267).
- B. "Employee" - A person employed by the Board whose work assignment shall require a minimum of twenty hours per week.
- C. "Full Time Employee" - An employee regularly performing services on behalf of the Board at least forty hours per week for either nine (9), ten (10), or twelve (12) month periods. All part-time, non-regular (i.e. substitutes, et cetera) employees are excluded.
- D. "Regular Part-Time Employee" - An employee regularly performing services on behalf of the Board for at least twenty (20) hours per week.
- E. "Administrator" - the Administrator of Area Education Agency 267 designated by the Board.
- F. "A.E.A." - Area Education Agency 267.
- G. "Work Year" - Shall mean July 1 to June 30.

ARTICLE 2  
WAGES

2.01 - See Salary Schedule and Staff Classification by Range.

2.02 - Salary Schedule Placement New Employees

A new employee may be placed at any grade in the hourly wage rate table appropriate to said employee's job classification, which placement shall be made at the discretion of the Administrator or designee taking into consideration previous related experience and other factors appropriate to the circumstances.

2.03 - Salary Determination

Any employee who moves to a different job classification shall be placed at a step commensurate with the step they are presently on.

2.04 - Supplemental Pay

Employee participation in AEA 267 administration approved, reimbursable extra-duty beyond the employee's signed notice of conditions document and timesheet hours associated with assigned position duties, and agreed to by the employee shall be paid at employee's regular rate of pay per hour for actual time worked.

2.05 - Pay Periods

Each employee shall be paid on the last working day of each month and paychecks shall on said date be electronically deposited at a bank designated by the employee. The Business Office must be notified of any change in an employee's designated bank by the 15th of any month. The schedule of paydays for the year shall be posted on the Agency's website.

AREA EDUCATION AGENCY 267  
 SALARY SCHEDULE FOR CLASSIFIED STAFF  
 2016-2017

RANGE	BEGINNING	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.	6 yr.	7 yr.	8 yr.	9 yr.	10 yr.	11 yr.	12 yr.	13 yr.	14 yr.	15 yr.
50-59	9.31	9.60	9.89	10.18	10.49	10.79	11.09	11.39	11.67	11.85	12.09	12.35	12.49	12.77	13.07	13.24
60-69	9.84	10.10	10.37	10.66	10.95	11.23	11.57	11.85	12.09	12.35	12.49	12.77	13.07	13.24	13.49	13.75
70-79	10.08	10.38	10.70	11.02	11.30	11.67	11.96	12.35	12.49	12.77	13.06	13.24	13.49	13.75	13.94	14.18
80-89	14.00	14.35	14.72	15.09	15.43	15.81	16.17	16.51	16.88	17.27	17.60	18.12	18.64	19.13	19.65	20.16
90-99	16.18	16.52	16.88	17.26	17.60	17.95	18.33	18.67	19.04	19.37	19.77	20.39	21.00	21.63	22.28	22.93

Add \$.25 per hour to each Educational Assistant salary.

Add \$2.00 per hour to each Bus Driver salary.

Add \$.94 per hour to each Educational Assistant/Interpreter Aide-Native Language salary.

**Longevity**

Employees above step 15 on the schedule will receive a longevity payment of: **Years Credited Total**

16 thru 19	\$ .40 additional per hour
20 thru 25	\$ .45 additional per hour
26 thru 30	\$ .50 additional per hour
31 thru 35	\$ .55 additional per hour
36 thru 40	\$ .60 additional per hour
41 and above	\$ .65 additional per hour

Certified Occupational Therapist Assistant responsibilities stipend is \$600.

Add \$.25 per hour to each Educational Assistant who completes Para Educator Certification or has a BA degree.

Add \$.25 per hour to each Educational Assistant who completes Advanced Para Educator certification.

Add \$.25 per hour to Educational Assistants assigned to Black Hawk Co. Youth Shelter, Central Iowa Juvenile Detention Center, Francis Lauer Youth Shelter, North Iowa Juvenile Detention Center, State Training School, Woodhaven Youth Shelter.

**STAFF CLASSIFICATION BY RANGE**

- 50-59 Clerk Technician (Library), Clerk Technician (Production), Collection Control Clerk II – Shipping, Custodian, Educational Assistant (River Hills), Educational Assistant-Central Iowa Juvenile Detention Center, Educational Assistant-Francis Lauer Shelter, Educational Assistant-North Iowa Juvenile Detention Center, Educational Assistant-State Training School, Educational Assistant-Youth Shelter, IT Assistant, Lending Library Coordinator and Circulation Report Processor, Lending Library Coordinator/Communications Processor, Media Reservations Clerk, Secretary II, Speech-Language Pathology (SLP) Assistant
- 60-69 Production Specialist – Computer & Billing, Program Specialist, Special Education Secretary, Speech-Language Pathology (SLP) Assistant-BA, Student Records Specialist III, Substitute Van Driver – Media, Van Driver – Media
- 70-79 Audiometrist, Clerk Technician II (Production), Educational Assistant/Interpreter Aide-Native Language, Print Technician, Production Coordinator, Production Specialist-Digital Production Copier Operator, Production Specialist-Printing Support, Professional Learning Assistant, Professional Learning Secretary/Central Services Receptionist, Secretary III,
- 80-89 Lead Custodian/Maintenance
- 90-99 Certified Occupational Therapy Assistant (COTA)

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ARTICLE 3  
JOB POSTING

- 3.01 - The job will be posted with classification, pay rate, department, supervisor, and notification if the job is a new one. Transfer requests will be made for posted vacancies and are applicable only to that vacancy.

A vacancy consists of an identified position that is, or is expected to be, available for at least one hundred twenty (120) calendar days as a result of transfer, resignation, extended leave of absence, or establishment of a new position.

- 3.02 - A transfer shall be any movement from one job position to another within the bargaining unit. Transfer requests made through the line administrator shall be turned in to the Human Resources Office.
- a. The Board shall notify the Union of any vacancy and shall consider all transfer requests on file prior to filling said vacancy. Employees shall have six (6) full work days to request transfer. The Union will be advised of the acceptance of any transfer as soon as it is effected.
  - b. If a position is a new position, the Administrator or designee shall post vacancies at least ten (10) full calendar days prior to intended employment for such vacancy. Posting shall be in the AEA 267 Offices, the Union, and on the AEA 267 website. The posting shall define the assignment and location constituting said vacancy. New positions identified in August for a current school year shall require only a six (6) full calendar day posting.

- 3.03 - Transfer requests shall receive consideration prior to the interviewing of outside applicants. When a transfer request is approved, interviewing of outside applicants is acceptable during the posting period involving the transferee's posted vacancy, but the vacancy will not be filled until the posting period is over.

Employees filing a transfer request for a posted vacancy which involves more hours than their current position will be given priority consideration over outside applicants.

Employees having interviewed for a posted vacancy and not receiving approval of their transfer request may request a meeting to discuss the reason for the denial of transfer and future transference with the appropriate AEA 267 Administrator(s) and Human Resources Director.

- 3.04 - A list of job classifications and transfer forms will be available from the Human Resources Office on request.

ARTICLE 4  
BULLETIN BOARD/USE OF FACILITIES

4.01 – Communications

The Agency will maintain a bulletin board at each AEA 267 sponsored worksite. Both the Agency and the Union may use the bulletin boards to provide necessary notices to the employees; but the bulletin boards will not be used for political purposes, propaganda, or for any misstatements or for any purpose that will in any way be injurious to the Agency and/or its employees. In addition to AEA worksites, all posting notices will be sent to five (5) union representatives to be officially designated by September 1st of each school year. The Union may use the AEA inter-school/AEA worksite mail service and employee mailboxes for communications to employees.

4.02 – Use of Physical Facilities

The Union will have the right to make use of facilities under the jurisdiction of the AEA at all reasonable hours. The Union will pay for the reasonable cost of all materials and supplies incidental to such use. The Union and its members using said facilities and equipment will conform to the scheduling requirements in effect for each location of said facilities and designated equipment.

4.03 – Access to Members

Duly authorized representatives of the Union will be permitted to transact official Union business at all reasonable times in facilities under the jurisdiction of the AEA, provided that these transactions in the exclusive determination of the AEA, do not interfere with or interrupt normal operations and normal work duties of employees.

4.04 – Notices

Whenever any notice is required to be given to either the Employer or the Union under this Agreement, either party may do so by email or letter.



ARTICLE 5  
PAYROLL DEDUCTION

5.01 - Authorization

Any employee who is a member of the bargaining unit may sign and deliver to the Board a written assignment authorizing payroll deductions of Union dues and authorizing payroll deduction for annuities, Credit Union, United Way, and insurance premiums for family coverage in conjunction with coverage provided the employees by the Board under this Agreement. Such an assignment for deductions, in order to be effective for any month of the working year covered by this Agreement, must be so filed by the tenth day of the month.

5.02 - Dues Deduction

The Union shall notify the Agency by September 15th, of the fixed amount of annual dues per employee, the Board shall deduct an equal amount of dues from the regular salary check of the employee so that the total amount of dues indicated by union notification will be pro-rated over the remaining pay periods of employment following said assignment. For purposes of this Article "dues" does not include collection of initiation fees, special assessments, back dues, fines, or similar items. The Board shall transmit to the Union the total monthly deduction for professional dues within five (5) calendar days after each monthly deduction. Any dues withholding modification that is authorized by the Union shall be provided to the Board not more than once per year. The modification will be effective with the September payroll following notification.

5.03 - Duration

The written assignment shall continue in effect for the one (1) year covered by this Agreement unless revoked by written notice filed with the Board on a form provided by the Board thirty (30) days prior to the deduction date to be effected by the revocation. A copy of the revocation shall be delivered to the Union within five (5) calendar days following the filing of said revocation. No such written assignment may be amended or changed to any extent after the initial filing and during the remainder of the year covered by this Agreement with the exception of annuities, for which one amendment may be filed on or before January 10th of the teaching year.

5.04 - Indemnification

The Union agrees to indemnify and hold harmless the Board, each individual Board member, all administrators and their designees against any claims, costs, suits, or other forms of liability and all court costs and attorneys fees arising out of the application of the provisions for dues deduction as same are set forth above in this Agreement. The Board will not be indemnified by the Union under the provisions of this paragraph when deduction of dues is made in any manner other than that specifically set forth in this Agreement.

ARTICLE 6  
HOURS OF WORK AND OVERTIME

6.01 - Hours of Work and Overtime

Employees assigned to a local attendance center or AEA 267 facility will follow the schedule assigned and will be provided a lunch period where applicable.

All lunch periods shall be unpaid except for those employees assigned responsibilities during that period.

Employees regularly scheduled for five (5) hours or more daily shall be granted two (2) fifteen (15) minute breaks during their work hours. Employees regularly scheduled less than five (5) hours daily shall be granted one (1) fifteen (15) minute break during their work hours.

All work performed in excess of forty (40) hours per week shall be paid for at one and one-half (1 1/2) times the employee's regular hourly rate. An employee scheduled to work overtime shall have the prior approval of the Division Director. With prior administrative approval, an employee may select an option of time and a half compensation time (rather than time and a half pay). Compensation time must be used within the pay period in which it is earned. In the event that an inadequate number of employees volunteer to work overtime, the Division Director may require the performance of said overtime.

With prior Administrative approval an eligible employee may request a calendar adjustment and said adjustment shall be granted if it does not interfere with the needs of the Agency. No overtime will be allowed with the adjustment.

6.02 - Notice of Assignment

When a present employee's position is to remain in existence from one school year to the beginning of another, that employee will be given notice of his/her building assignment to begin that position not later than ten (10) days prior to the start of same.

ARTICLE 7  
HOLIDAYS

7.01 - Holidays

Legal non-paid holidays are New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and December 25<sup>th</sup>.

ARTICLE 8  
VACATIONS

8.01 - Vacations

Newly hired full year employees will be given vacation based on a pro-rated schedule as follows:

Employee Starting Month	Number of Vacation Days Given
July	10
August	9
September	8.5
October	7.5
November	6.5
December	6
January	5
February	4
March	3.5
April	2.5
May	2
June	1

Employees hired prior to current year Master Contract will be given ten days per year for the first five years. For the sixth through the tenth year the maximum limit will be fifteen days. From the eleventh year on there will be a maximum of twenty days. Full year employees are those serving for 254 days.

All vacation (as outlined with the above criteria) will be given to eligible employees upon hiring and annually on July 1<sup>st</sup> of each year.

ARTICLE 9  
INSURANCE

9.01 - Coverage/Eligibility

- a. Coverage for eligible employees who are hired after the first day of the month will begin the first day of the following month in which they were hired and shall continue until the last day of the month of employment unless the employment obligations have been fulfilled, in which case the insurance coverage shall continue through August 31<sup>st</sup>.

Coverage for anyone working on a July 1 through June 30 contract will end on June 30.

- b. A new employee, an employee returning upon recall, or an employee who becomes newly eligible for insurance must complete and sign an application for group health coverage and dental coverage within 30 days of employment, recall, or eligibility. If the completed applications are not returned within 30 days, coverage will not be effective on the date of employment, recall, or eligibility, and with the exception of a “qualifying event,” the employee will not be allowed to enroll until the next open enrollment period.

The Agency will not be held responsible for any health claims incurred by an employee or by the dependent of an employee who does not return an application for coverage within the allotted time frame, or who elects to waive coverage whether or not coverage is provided on a noncontributory basis.

- c. An eligible employee is one who regularly performs services on behalf of the Board for a minimum of twenty (20) hours per week and a minimum of 120 work days per year of ongoing employment.
- d. Employees performing services for forty (40) hours per week for at least a nine (9) month period shall have the premium paid by the Agency up to the dollar amount established in sections 9.02 and 9.05, except as otherwise provided herein.
- e. Employees performing services for twenty (20) hours per week or more but less than forty (40) hours per week for at least a nine (9) month period shall have the premium paid by the Agency on a prorated basis. The percentage of the full premium dollar amount as established in sections 9.02 and 9.05 paid by the Agency shall be equal to the employees' weekly hours divided by the full time equivalency of forty (40) hours. This section applies to Health and Major Medical and Dental Insurance only.

9.02 - Group Health Program

Except for the basic program design specification provided below, each eligible employee shall be covered by an Agency paid group health insurance program as recommended by the insurance committee. The Union shall name the bargaining unit representatives to the insurance committee. The basic program design specification is:

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**1000 PPO (Core Plan)**

Deductible:

**1500 PPO**

Deductible:

**1750 PPO**

Deductible:

**2500 PPO**

Deductible:

\$1000/\$2000 In-Network \$2000/\$4000 Out-of- Network	\$1500/\$3000 In-Network \$3000/\$6000 Out-of- Network	\$1750/\$3500 In-Network \$3500/\$7000 Out-of- Network	\$2500/\$5000 In-Network \$5000/\$10000 Out-of- Network
<u>Coinsurance:</u>	<u>Coinsurance:</u>	<u>Coinsurance:</u>	<u>Coinsurance:</u>
20% In-Network	20% In-Network	20% In-Network	20% In-Network
40% Out-of-Network	40% Out-of-Network	40% Out-of-Network	40% Out-of-Network
<u>Out-of-Pocket Maximum:</u>	<u>Out-of-Pocket Maximum:</u>	<u>Out-of-Pocket Maximum:</u>	<u>Out-of-Pocket Maximum:</u>
\$2000/\$4000 In-Network \$4000/\$8000 Out-of- Network	\$3000/\$6000 In-Network \$6000/\$12000 Out-of- Network	\$3500/\$7000 In-Network \$7000/\$14000 Out-of- Network	\$4000/\$8000 In-Network \$10000/\$20000 Out-of- Network
<u>Office Visit Co-payment:</u>	<u>Office Visit Co-payment:</u>	<u>Office Visit Co-payment:</u>	<u>Office Visit Co-payment:</u>
\$20 Non-Specialist	\$20 Non-Specialist	\$20 Non-Specialist	\$30 Non-Specialist
\$35 Specialist	\$35 Specialist	\$35 Specialist	\$60 Specialist
<u>Prescription Plan:</u>	<u>Prescription Plan:</u>	<u>Prescription Plan:</u>	<u>Prescription Plan:</u>
\$10/\$30/\$50 Co-payment	\$10/\$30/\$50 Co-payment	\$10/\$30/\$50 Co-payment	\$10/\$40/\$100 Co-payment
\$85 Specialty Copay	\$85 Specialty Copay	\$85 Specialty Copay	\$85 Specialty Copay
<u>Rx Out of Pocket Maximum</u>	<u>Rx Out of Pocket Maximum</u>	<u>Rx Out of Pocket Maximum</u>	<u>Rx Out of Pocket Maximum</u>
\$2,600/\$5,200	\$2,600/\$5,200	\$2,600/\$5,200	\$2,600/\$5,200

**NOTE: *In-network deductible, out-of-network deductible, coinsurance and out-of-pocket maximum amounts are separate from one another and do not apply to one another.***

Core plan and options will be a Preferred Provider Organization (PPO), with coverage both in and out of the provider network. The detailed description of health care benefits is outlined in the AEA's Summary Plan Description.

The Board will pay up to \$9,556.80 annually toward the premium cost of a group health program for each eligible employee as defined in and subject to the prorations in Section 9.01. The Board will pay up to \$150 monthly, or the prorated portion thereof, toward the purchase of additional family coverage at the employee's request.

Any part of the single premium for the plan selected by the employee which is less than the portion paid by the Agency will be added to the employee's annual salary.

### 9.03 - Life

Each employee shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit of triple the potential yearly salary rounded to the nearest thousand or a minimum of \$15,000. This shall be convertible term insurance and shall pay double for accidental death. Optional life insurance coverage for employee dependents may be purchased at employee's expense.

### 9.04 - Disability

Each employee shall be covered by a long term disability insurance program paid for by the Board at least equivalent to the coverage provided for employees during the 2015-16 school year, provided the program of coverage remains available from the Agency carrier.

#### 9.05 - Dental

The Board will pay for each eligible employee up to \$430.20 annually, or the prorated portion thereof, toward the premium cost of a dental insurance plan for each eligible employee at least equivalent to the coverage provided for employees during the 2015-16 school year, provided the coverage remains available from the Agency carrier. Optional family dental insurance may be purchased at the employee's expense, subject to the insurance carrier's availability.

#### 9.06 - Vision

The Board will pay for each eligible employee up to \$50.88 annually, or the prorated portion thereof, toward the premium cost of a vision insurance plan for each eligible employee at least equivalent to the coverage provided for employees during the 2015-16 school year, provided the coverage remains available from the Agency carrier. Optional family vision insurance may be purchased at the employee's expense, subject to the insurance carrier's availability.

#### 9.07 - Coverage

Coverage on the above Board provided insurance program shall be for twelve (12) consecutive months or until employment is terminated and, therefore, payment of premiums on behalf of the employees shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

#### 9.08 - Description

The Board shall provide each employee a description of the insurance coverage provided herein within ten (10) days of beginning date of starting of work which shall include a clear description of conditions and limits of coverage. A description of all changes made to the insurance coverage shall be provided to employees upon said change. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

ARTICLE 10  
SAFETY

10.01 - Assault or Injury in the Course of Employment

When an employee's absence arises out of assault or injury while discharging the employee's duties, the Board shall continue all benefits for the period of said absence and shall pay said employee during said absence the difference between Workers Compensation payments and the employee's normal salary for the duration of Workers Compensation payments or ninety (90) days, whichever is sooner. If the employee is injured as a result of an episode of violence in the course of employment, the ninety (90) day limit is extended to up to one (1) year. Administration may require the employee, as a condition of receiving benefits under this section, to provide a signed statement that justifies the use of this leave and, if medical attention is required, a certificate from a licensed physician that states the nature and duration of the leave. The employee shall not forfeit any sick leave during said absence. The Board shall reimburse the employee for clothing and other personal property stolen, damaged, or destroyed in conjunction with assault or injury in the discharge of an employee's duties. This reimbursement must be substantiated by the line administrator (immediate supervisor) and processed through the Business Office.

10.02 - Reporting Assaults and/or Injury

Employees shall immediately report cases of assault and/or injury suffered by them in conjunction with their employment to the AEA 267 Benefits Specialist, attendance center principal or line administrator (immediate supervisor).

10.03 - First Aid

The Board shall post in each building under the jurisdiction of AEA 267, a list of the employees in that building who are trained in first aid treatment.

10.04 - Pupil Discipline Policy

The Board shall make available to any employee on request a copy of the Board's policy and the appropriate attendance center's policy regarding student discipline.

## LEAVES

### 11.01 - Sick Leave

- a. All first year employees shall have ten (10) days of sick leave accredited on the first day of employment. At the end of five (5) months of service each first year employee shall accrue an additional five (5) sick days for a maximum of fifteen (15) days. All other full time employees shall be entitled to fifteen (15) sick leave days for each working year as of the first official day of said school year whether or not they report for duty that day. Unused sick leave days shall be accumulated from year to year with a maximum limit of one hundred fifty (150) days. Sick leave days shall be allotted proportionally for all regular part time employees. The Code of Iowa allows an agency to require a doctor's statement regarding any day of sick leave claimed.
  
- b. Up to four (4) days of sick leave may be used by the employee to care for a sick child/step-child, parent/step-parent, spouse or domestic partner.

### 11.02 - Long Term Illness

An employee new to the Area Education Agency 267 may have additional paid sick leave days in addition to the regular sick leave allotment when the employee has a serious illness, injury, or disability. Such serious illness, injury or disability is defined as that requiring continuing treatment by a licensed physician for a period exceeding six (6) consecutive work days, one or more of which exceeds the regular sick leave allotment. These long term illness days are non-accumulative. Application for the additional days for long term illness may be filed with the Human Resources Office when the need arises.

An employee having accumulated one hundred fifty (150) days and utilizing all one hundred fifty (150) days for a serious illness, injury, or disability and returning to active employment status may have additional paid sick leave days in addition to the regular sick leave allotment when the employee has another serious illness, injury or disability. Such serious illness, injury, or disability is defined as that requiring continuing treatment by a licensed physician for a period exceeding six (6) consecutive school days, one or more of which exceeds the regular sick leave allotment. These long-term illness days are noncumulative. Application for the additional days for long-term illness may be filed with the Human Resources Office when the need arises.

### 11.03 - Long Term Illness Days Schedule

First Year - Thirty (30) Work Days Continuous Illness  
Second Year - Twenty (20) Work Days Continuous Illness  
Third Year – Ten (10) Work Days Continuous Illness

### 11.04 - Notification of Leave Accumulation

Employees shall be given a written accounting of accumulated sick leave upon request.

### 11.05 - Personal Leave

At the beginning of each work year, each employee shall be credited with two (2) days (equivalent to the hours they work per day) to be used for the employee's personal business. A personal business day shall be used for any purpose at the discretion of the employee. An employee planning to use a personal day shall notify his director or coordinator in writing at least two (2) working days in advance, except in cases of emergency.



Personal leave days shall not be deducted from an employee's accumulated sick leave days nor taken on the last day of employment, except in extraordinary circumstances the Administrator or designee may grant such days. Days contiguous to holidays and vacations may be granted with prior approval from the employee's supervisor or designee. Unused personal days shall be accumulated from year to year with a maximum of five (5) days. In the event the request is denied the employer shall state the reason as to why the request is denied. This paragraph is not subject to grievance.

#### 11.06 - Bereavement Leave

Up to five (5) days of leave shall be granted at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, including equivalent step family members, and any other member of the immediate household. Under extenuating circumstances, an additional five (5) days may be granted by the Administrator or designee, not subject to grievance procedure.

Employees will also be allowed sufficient time to attend funeral services not to exceed one (1) day in the event of death of a friend or relative outside the employee's immediate family.

#### 11.07 - Jury Duty and Court Appearance

Employees required to serve on jury duty shall be released with pay from their assignment for this purpose. Employees required by subpoena to testify in criminal or civil court or administrative proceedings shall be released from assignment for this purpose when the required appearance is related to the performance of the employee's contract duties or is a non-job related appearance in which the employee is not a defendant or plaintiff. Any fees or remunerations the employee receives during such leave will be deducted from the employee's pay in the following month's pay period.

#### 11.08 - Medical Emergency Leave

a. In the event of any one of the following occurrences, medical emergency leave is available as stipulated in paragraph b., below. A request for medical emergency leave must be submitted and include a written statement explaining their need for this leave based on the occurrences below. If necessary, prior to final approval, the Human Resources office may request additional information from employees or other sources (such as health/medical personnel) verifying the need for this leave. The occurrences are:

1. An emergency situation requiring medical attention. Emergency is defined as: an unforeseen combination of circumstances or the resulting state that calls for immediate action.
2. Any surgical procedure requiring general anesthetic as needed, up to one (1) day.
3. Critical illness (life threatening) situation.

- b. A leave of absence of up to five (5) contract days per contract year will be granted in case of a medical emergency of a member of the immediate family (employee's spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, including equivalent step family members, or any other member of the immediate household), and an additional five (5) contract days per contract year may be granted by the Administrator or designee. Not subject to grievance.

#### 11.09 - Military Duty

Employees who are in the military reserve corps and are ordered to temporary active duty will be granted leave in conformity with federal and state regulations. Those entering the military service are granted leave of absence in conformity with federal and state regulations.

#### 11.10 - Unpaid Leave

Other temporary leaves of absence without pay shall be requested in writing and granted in writing by the Administrator or designee at his/her discretion. The decision shall not be a grievance situation.

#### 11.11 - Union Leave

Up to fifty (50) paid days shall be available for representatives of the Union to attend official union activities. Representatives of the Union shall file a leave request at least one week in advance of said leave. Upon mutual agreement between the Union and Human Resources, the one week advance notice may be waived. The number of days necessary to attend official union activities may be extended by mutual agreement between the Union and Human Resources.

#### 11.12 - Extended Leaves of Absence

Requests for leaves under this article shall be submitted in writing to the Human Resources Director and will receive a written reply. Benefits may be maintained by the employee while on extended leave pending carrier approval. Upon returning from any leave, the employee shall be placed at the appropriate position on the salary schedule, and shall maintain the same benefits as he had upon leaving.

##### Good Cause:

Extended leave of absence without pay may be granted in writing by the administrator or designee for good reason.

##### Family Illness:

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Board. Upon request, a physician's statement attesting to the illness will be furnished.

##### Family Responsibility:

Any individual employee may request a leave of absence without pay for infant or child care and such absence shall be for up to one (1) year beyond the expiration of their current Notice of Conditions document.

Family Medical Leave:

Up to 12 weeks of unpaid family and medical leave as provided for in federal law shall be available to employees who qualify each year as needed.

Up to 26 weeks of unpaid family and medical leave (military caregiver leave) to care for a family service member with a serious injury or illness as provided for in federal law shall be available to employees who qualify each year as needed.

Up to 12 weeks of unpaid family and medical leave (exigency leave) for employees whose family member is called to active duty or on call to active duty status shall be available to employees who qualify each year as needed.

This leave will be separate from other leaves provided for in this and other articles of the Master Contract.

11.13 - Adoption Leave:

Upon written notification to the Human Resources Office that formal adoption procedures have been initiated (notification shall include documentation of emergency placement, home visit(s) or authorization of adoption), a full time employee shall be granted up to five (5) days of accumulated sick leave to process and secure the adoption of a child. This leave shall be utilized for the purposes of meetings with legal representatives, adoption service representatives, any official accreditation visits or traveling to pick up the child.

ARTICLE 12

EMPLOYEE EDUCATIONAL IMPROVEMENT

12.01 - Employee Educational Improvement

Employees may be reimbursed for reasonable expenses, including but not limited to registration fees, board, room and travel expenses for attendance at approved conferences, work shops, inservice training and advanced education which relate to the employee's work assignment related field and/or the Agency's function in the community.

Approval for any amount of the aforementioned expenses will be within the discretion of the Administrator or designee.

ARTICLE 13  
SENIORITY

13.01 - Seniority

Seniority is a full time and regular part-time employee's right of preference within their classification with respect to layoff and recall to work from layoff measured from the employee's last date of employment with the Agency except that there shall be no accumulation of seniority during any leave of absence in excess of thirty (30) days. When two or more employees have the same date of seniority, their seniority shall be determined by the alphabetical sequence of their surname.

13.02 - Layoff and Recall

- A. When a reduction in program is to occur, necessitating a reduction in staff, employees shall be reduced within divisions (i.e.; Special Education, Information Technology, and Educational Services) and program category (job title within staff classification) by strict seniority.
- B. Recall after layoff of employees shall be in the reverse order of layoff provided the employee is available, has kept the administration informed of any change of address, is capable of performing the job available at the time of recall, and the period of layoff for such former employee has not exceeded two (2) years.

13.03 - Loss of Seniority

Seniority and the employment relationship shall be broken and terminated if an employee:

- A. Quits or retires.
- B. Is discharged.
- C. Fails to report for work at the termination of a leave of absence or extension thereof.
- D. Is on layoff status and performs no work at the Agency for a period of twenty-four (24) months.
- E. Fails to return to work on designated day after documented notification by the employer and after receipt of notice of recall after layoff.

By December 30th of each school year, the Administrator or designee shall provide the Communications Workers of America with a list by division and program category showing each employee's seniority.

ARTICLE 14  
GRIEVANCE PROCEDURE

14.01 - Definitions

For purposes of this Agreement, a grievance is a dispute between any employee or group of employees covered by this Agreement and the Board involving a violation, meaning interpretation, or application of any provisions of this Agreement.

14.02 - Discipline or Discharge

Questions arising as to adequate cause for dismissal or discipline may be carried through Step 3 of the grievance procedure. (The Agency policy on evaluation of non-certified personnel is procedurally applicable to this policy. The Agency policy in itself is not grievable.)

14.03 - General Procedure

- A. Every employee covered by this Agreement shall have the right to present grievances, as herein defined, in accordance with these procedures.
- B. The failure of an employee to act on any grievance within the prescribed time limits shall constitute a bar to any further appeal to the next step, and an administrator's failure to render a decision within the time limit shall permit a grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement of the parties.
- C. In the event that one or more grievances are filed relating to the same Article(s) and/or Section 2 of the Agreement as a grievance previously filed and being processed hereunder, the Administrator or designee shall have the right to suspend the procedures set forth in Section 3 until the grievance first filed is processed to conclusion. The time limits provided for in Section 3 shall be suspended at such time as the Administrator or designee exercises their discretion hereunder, and shall resume upon final resolution of the grievance with respect to which the suspension of procedures was initiated.
- D. In the event that more than one employee desires to file a grievance related to the same issue of this Agreement, such employees shall file a consolidated grievance, which shall be processed under the procedures set forth in this Article.
- E. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted in such a manner as to result in no interference with or interruption whatsoever of the normal work activities of the grieving employee or of the administrative staff.
- F. All meetings at Step 1, Step 2, and Step 3 shall be scheduled at a mutually agreed upon time.

- G. All meetings and hearings under this procedure shall be conducted in private and shall include only the grievant and his/her representative, appropriate representatives of the administration, and witnesses called by either party at the meeting or hearing.
- H. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The final decision will become a part of the employee's personnel file.
- I. If a grievance is filed prior to the end of the contract term, it will be processed under the terms of this article even though the contract expires prior to the time the grievance is settled or submitted to binding arbitration.
- J. The parties may waive the time requirements as outlined in this article by mutual agreement.
- K. An employee may represent himself/herself and may also be accompanied by a representative of the employee organization during steps one through three.

Grievances shall be adjusted in the following manner.

A. Step 1

Within seven (7) workdays of the act or condition which gives rise to a grievance, the grievant shall meet with his/her immediate supervisor to discuss the grievance. The immediate supervisor shall attempt to resolve the matter with the grievant in an informal verbal discussion within seven (7) workdays.

B. Step 2

If the grievance cannot be resolved informally, the aggrieved employee shall file with the appropriate Division Director and the Administrator or designee a written grievance in the form set forth in Appendix "A" within seven (7) workdays following the conclusion of the informal meeting at Step 1. Thereafter at a mutually agreeable time, but not more than seven (7) workdays following presentation of the written grievance, the employee shall meet with the Division Director or his/her designee in an attempt to resolve the grievance. If no settlement is reached concerning the grievance, the Division Director shall make a decision and communicate such decision in writing to the grievant, the Union, and if appropriate, the immediate supervisor within seven (7) workdays following the conference. In the event that the immediate supervisor and the Division Director are the same individual, the employee may elect to eliminate Step 2 and proceed directly from Step 1 to Step 3 by filing a written grievance in the form designated in Appendix "A" with the Administrator or designee within seven (7) workdays following the conclusion of the Step 1 informal meeting.

C. Step 3

If the grievance is not settled in Step 2 to the satisfaction of the aggrieved employee, he/she shall file within seven (7) workdays of the Director's written decision at the second step, a copy of the grievance with the Administrator or designee.

Thereafter at a mutually agreeable time, but not more than seven (7) workdays following the presentation of the written grievance, the employee shall meet with the Administrator or designee in an attempt to resolve the grievance. If no settlement is reached concerning the grievance, the Administrator or designee shall make a decision in writing to the grievant, the Union, and if appropriate, the immediate supervisor within seven (7) workdays following the conference.

D. Step 4

If the grievance is not settled at Step 3 there shall be available a fourth step of binding arbitration. The Union may submit in writing, a request on behalf of the Union and the grieving employee to the Administrator or designee within fifteen (15) workdays from receipt of the Step 3 answer to enter into such arbitration. Within fifteen (15) workdays of such notice of appeal to arbitration, the parties will jointly request the Federal Mediation and Conciliation Service to provide a panel of five (5) arbitrators. The party requesting arbitration shall strike a name first. The parties will then alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be designated as the arbitrator. Notwithstanding the above, each party shall have the right to reject one complete panel of arbitrators. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusion on the issues submitted. The decision of the arbitrator shall be binding upon the parties.

14.04 - Arbitration Costs

The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by both parties. Any other expenses shall be borne by the party incurring the same.

14.05 - Arbitrator's Jurisdiction

The arbitrator shall have no authority to add to, subtract from, alter or modify in any way the provisions of the Agreement. He/she shall be limited to rendering a decision on only the specific grievance submitted.

14.06 - Personnel File Review

1. Each employee shall have the right at any time to review and/or reproduce contents of his personnel file with the exception of documents related to initial hiring.
2. Items related to discipline or discharge of an employee which are to be placed in the personnel file shall be called to the employee's attention. The employee shall have the right to respond in writing to all material and such responses shall become part of the personnel file.

ARTICLE 15  
INCLEMENT WEATHER AND EMERGENCY CLOSINGS

15.01 – Instructional Programs

Employees assigned to an instructional program site served by AEA 267 shall not be required to report as assigned when the facility is closed by the Administrator or designee

In the event that students are dismissed early because of inclement weather, employees shall be allowed to leave after all students have left the building. In the event that students have a late arrival because of inclement weather, employees shall follow the resident district to which they are assigned. This day shall count as one of the employee's contract days of service. Detention center and youth shelter employees will follow the resident district to which they are assigned.

*(i.e. If Cedar Falls CSD is delayed ninety minutes, River Hills employees arrive ninety minutes later.)*

15.02 - All Other Employees

Itinerant employees shall arrange services to unaffected assigned schools or their assigned AEA 267 office unless same is closed. All other employees shall report to their assigned AEA 267 office unless same is closed. In the event that personal circumstances prevent an employee from safely complying with the above provisions, the employee need not comply, and the employee's work year calendar shall be adjusted to allow the lost day to be made up by the employee. The manner of adjustment shall be by mutual agreement between the employee and administrator or designee, but shall result in the day being made up. An employee departing from the procedures set forth above shall notify the assigned AEA 267 facility personnel prior to the time the service was to commence or as soon thereafter as possible.

Should it be necessary for the Administrator or designee to close the AEA 267 Central Office or a Regional Office to which an employee is assigned and an employee is unable to arrange services to unaffected assigned schools, the employee's work year calendar shall be adjusted to allow the lost day to be made up by the employee in the same manner as defined in the previous paragraph.

In the event it is necessary to close any/all AEA offices or facilities, notification shall be provided on the Agency website and inclement weather announcement line. In case of inclement weather, employees should wait until the 6:45 a.m. notification.



ARTICLE 16  
DURATION AND NOTICE

16.01 - Term of Agreement

This Agreement shall be in full force and effect commencing on July 1, 2016 and shall continue in effect until June 30, 2017, except that either party may reopen Article 2-Wages and Article 9- Insurance and up to two (2) other articles for the 2016-2017 contract year.

16.02 - Notices Under Agreement

Whenever under this agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and services thereof if such notice is sent by certified mail, and if sent by the Board, shall be addressed to the Union at:

Communications Workers of America  
6200 Aurora Ave., Suite 503 E  
Urbandale, IA 50322

and if by the Union, it shall be addressed to the Board at:

AEA 267  
3712 Cedar Heights Drive  
Cedar Falls, IA 50613

ARTICLE 17  
PRINTING AGREEMENT

17.01 - Printing Agreement

Copies of this agreement will be placed online under the Staff Internet page and be printed at the expense of the Board after agreement with the Union on the format within thirty (30) days after the Agreement is signed. The Agreement will be available online for all employees now employed and hereinafter employed by the Board during the duration of this Agreement and the Human Resources office will have paper copies available to distribute to employees upon the employee's request. The Board will provide the Union with twenty (20) additional copies. The Board will have a copy of the Agreement in its files at all times for inspection by applicants for employment in the bargaining unit.

ARTICLE 18  
SEPARABILITY

18.01 - Separability and Savings

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified to the extent required by law.

ARTICLE 19  
AGREEMENT

19.01 - Agreement

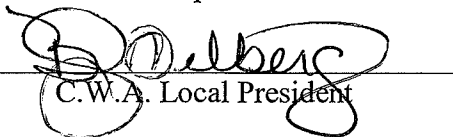
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives on this 14 day of June, 2016.

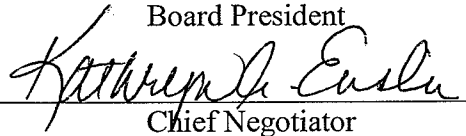
COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO

AREA EDUCATION AGENCY 267  
AEA 267

By   
C.W.A. Representative

By   
Board President

By   
C.W.A. Local President

By   
Chief Negotiator

ARTICLE 20  
EVALUATION

20.01 - Evaluations

Classified employee evaluations will occur each school year using the instrument developed by AEA 267 for each job description. At the beginning of the school year, supervisors will provide new employees a copy of the evaluation instrument and ask them to do a self-assessment. Supervisors will meet with new employees by Oct. 1<sup>st</sup> each school year to review the instrument and review the employee's self-assessment. The supervisor will review the new employee's self assessment and determine 1-2 areas for professional growth during the year. By May 31<sup>st</sup>, the supervisor and all new and existing classified employees will meet to review employee performance including progress on the employee's professional goal(s). The employee and supervisor assessment in the spring will serve as a basis for the performance goals for the following year.

New Employees

<u>Calendar Year:</u> <u>July 1-June 30</u>	<u>Activity:</u>
July 1-Sept. 30	Meet with employee(s) to explain/review evaluation instrument (rubric) and procedures.
July 1-Sept. 30	Employee will do a self-assessment using the evaluation instrument (rubric).
July 1-Sept. 30	Supervisor will meet with employee to review employee self-assessment (rubric); Supervisor and employee will set 1-2 performance goals.
Oct. 1-May 31	Employee and supervisor meet to review performance and performance goals. The supervisor will share a final assessment of employee's performance. This feedback will be used as a basis for performance goals for the following school year.

Existing Employees

<u>Calendar Year:</u> <u>July 1-June 30</u>	<u>Activity:</u>
July 1-Sept. 30	Supervisor will share evaluation instrument (rubric) and procedures with employee.
Oct. 1-May 31	Employee will do a self-assessment using the evaluation instrument (rubric). Supervisor will meet with employee to review employee self-assessment (rubric), performance, and progress of performance goals. The supervisor will share a final assessment of employee's performance. This feedback will be used as a basis for setting 1-2 performance goals for the following school year.



STEP 3

F. Signature of Aggrieved person \_\_\_\_\_

G. Date filed at Step 3 \_\_\_\_\_

H. Disposition by AEA 267 Administrator or Designee \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Date

Signature

Union: Accepts (decision of Administrator) \_\_\_\_\_ Appeals (to next step of grievance) \_\_\_\_\_  
Rejects (for CWA to reject grievance only) \_\_\_\_\_

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STEP 4

I. Date of decision to submit grievance to arbitration \_\_\_\_\_

J. Signature of Aggrieved person \_\_\_\_\_

K. Signature of Designated representative \_\_\_\_\_

L. Date of submission to arbitrator \_\_\_\_\_

M. Disposition by arbitrator \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Date

Signature

\*Additional pages may be attached to include information regarding B, C, D, E, H and M.