

2009-2012

Classified Staff



Master Contract Agreement for

2011-2012

between Grant Wood AEA and the
Grant Wood Education Association



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ARTICLE 1
RECOGNITION

A. UNIT

The Board hereby recognizes the Grant Wood Education Association as the certified exclusive bargaining representative for all classified personnel as set forth in the PERB certification instrument, Case Number 2031, issued by the PERB on the 6th day of November 1981, or as amended, employed by the Board of Directors of the Grant Wood Area Education Agency, including those on leave, and as otherwise agreed upon by the parties.

1. Included

All full-time, regular part-time, and restricted part-time classified staff employees of Grant Wood AEA including those identified in Article 11.

2. Excluded

Executive Assistants
Administrative Specialist–Business Office
Administrative Specialist–Compensation/Benefits
Administrative Specialist–Human Resources
Human Resources Secretary
Temporary employees, Third-Party At-Will Employees, and all other persons excluded by Section 4 of the Public Employment Relations Act, including those employed less than 4 months.

B. DEFINITIONS

1. Association – The Grant Wood Education Association

2. Agency – The Grant Wood Area Education Agency

3. Bargaining Unit – The classified staff personnel employed by the Board for which the Association has been certified by PERB as exclusive bargaining representative under Case No. 2031, as amended.

4. Board – The Board of Directors of the Grant Wood Area Education Agency

5. Day – A day upon which the Agency's Business Office is scheduled to be open.

6. Designee – References in this Agreement to the officers and/or agents of the Agency, the Association or the Board shall include the duly authorized designees of such officers and/or agents.

7. Employee – All full-time, regular part-time and restricted part-time classified personnel within the bargaining unit represented by the Association.

8. PERB – The Iowa Public Employment Relations Board

9. Full-Time Employee – Person whose normal work year includes two thousand eighty (2,080) hours.

10. Regular Part-time Employee – A person whose normal work year includes at least one thousand forty (1,040) hours but less than two thousand eighty (2,080) hours.

11. Restricted Part-time Employee – A person whose normal work year is restricted to less than one thousand forty (1,040) hours per Agency year.

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- 1 12. Temporary Employee – A person who is projected to work less than 500 hours in a
2 work year on an identified project or projects or to substitute for another employee or
3 employees.
4
- 5 13. Work Year – The period from July 1 to June 30.
6

7 **C. NEW JOB CATEGORIES**

- 8 1. Within ten (10) work days of the initial posting of an hourly wage job not identified in A
9 above, the Administrator shall provide the Association with written notice setting forth
10 the proposed job category, job description, job classification, and seniority
11 classification, and whether or not the job is to be included within the bargaining unit.
12
- 13 2. Within ten (10) days of receipt of said notice, the Association shall provide the
14 Administrator with notice as to whether in its judgment such job shall be included or
15 excluded from the bargaining unit. The Association shall also indicate whether it
16 agrees with the proposed job category, job classification, and seniority classification.
17
- 18 3. In the event the parties are unable to agree as to the proper job classification and
19 seniority classification, the Agency shall within five (5) days schedule a meeting with
20 the Association President in an attempt to resolve the issue. Should the issue remain
21 unresolved, the Association may initiate Level Three grievance.
22
- 23 4. In the event the parties are unable to agree as to the inclusion/exclusion of any job
24 within the bargaining unit, either party, on notice to the other may petition PERB for a
25 ruling.
26
- 27 5. The Administrator shall notify the Association President in writing of each new
28 employee's name, address, job category, wage schedule placement, and FTE within
29 thirty (30) calendar days of Board approval of such employment.
30
- 31 6. The Administrator shall post in the Cedar Rapids and Coralville Agency Centers a list
32 of the vacancies that occur in the bargaining unit for a period not less than ten (10)
33 days. Each vacancy shall be included in the Agency's internal publication at least
34 once.
35

36 **D. ASSOCIATION RIGHTS**

- 37 1. The Agency will provide one (1) bulletin board at each functioning Agency Center for
38 the exclusive use of the Association in posting notices of activities and matters of
39 Association interest or concern.
40
- 41 2. The Board will extend to the Association the privilege of using its voice mail, e-mail,
42 interoffice mail, and inter-school mail delivery service.
43
44

45 **ARTICLE 2**
46 **PROCEDURE FOR NEGOTIATIONS**
47

- 48 A. Both parties agree to meet at reasonable times and places to negotiate in a good faith effort
49 to reach agreement in accordance with Chapter 20 of the Iowa Code, 2007 (Public
50 Employment Relations Act) except as modified in Paragraph B. During the course of
51 negotiations, the parties agree to make proposals and counter-proposals. ARTICLES
52 tentatively agreed to shall be initialed by each party and dated.
53
- 54 B. The Association and the Agency agree that the impasse procedures set forth in Section
55 20.20 through 20.22, Code of Iowa, will apply except as specifically modified herein.

1 The Association and the Agency agree to eliminate fact-finding as provided in Section
2 20.21, Code of Iowa, from their impasse procedure and use arbitration as provided by
3 PERB rules.

4
5 The Association and the Agency agree to waive the April 15 deadline as specified in
6 Chapter 20, Code of Iowa, and use in its place the May 31 deadline as used in the (non-
7 administrative) professional employees' impasse procedure.

- 8
9 C. Requests from the Association for the initial negotiation meetings shall be made in writing
10 to the President of the Board. Requests from the Board shall be made to the President of
11 the Association.
12
13 D. Within ten (10) days of the date of the request, a mutually convenient time and place for a
14 meeting shall be established. The meeting shall take place within a reasonable time
15 thereafter. Additional meetings shall be agreed upon by the negotiations representatives
16 as may be necessary to complete an agreement.
17
18 E. Negotiations shall not occur during the employee's work day unless by mutual agreement.
19
20 F. Neither party in negotiations shall have any control over the selection of the bargaining
21 representatives of the other party. The parties mutually pledge that their representatives
22 shall have all the necessary power and authority to make proposals, counter-proposals
23 and to reach tentative agreement on items being negotiated. If mediation is requested, the
24 services of the Public Employment Relations Board (PERB) will be used. Or, alternatively,
25 the parties may select other mediation services, such as Federal Mediation and
26 Conciliation Services (FMCS), by mutual agreement.
27
28

29 **ARTICLE 3**
30 **DUES DEDUCTION**

- 31
32 A. Any employee may sign and deliver to the Agency Business Manager a payroll deduction
33 authorization for dues to the Association and its affiliates, on forms mutually acceptable to
34 the parties but prepared and provided by the Association which shall be solely responsible
35 therefore. Such authorization for deductions shall continue in effect from year to year
36 until revoked in writing by thirty (30) day notice to the Agency Business Manager and to
37 the Association. Such termination shall be effective no later than the first pay check
38 following an interval of thirty (30) calendar days after receipt of such termination.
39
40 B. Pursuant to such a deduction authorization, the Board shall deduct from the regular pay
41 of the employee such amount as shall be authorized beginning no earlier than the first pay
42 period in September and continuing through the last pay period in May. The amounts so
43 deducted shall be mailed or otherwise transmitted within five (5) working days following
44 the applicable pay day to the Association Treasurer at the address provided by the
45 Association.
46
47 C. Employees who begin deductions after September shall have such deductions prorated
48 over the remaining months of employment through May if so authorized by the employee.
49
50 D. Cessation of employment shall automatically constitute notice of termination unless the
51 employee shall otherwise specifically direct in writing. In such event, the Board shall
52 deduct and forward to the Association Treasurer the balance of the employee's total dues if
53 authorized by the employee.
54

- 1 E. The Association and its affiliates shall hold harmless and defend the Board with respect to
2 any action or suit concerning such deductions, provided that the Board shall have acted in
3 accordance with the terms of this ARTICLE.
4

5
6 **ARTICLE 4**
7 **GRIEVANCE PROCEDURE**
8

9 **A. DEFINITIONS**

- 10 1. A grievance is a claim by an employee, a group of employees or the Association that
11 there has been a violation, misinterpretation, or misapplication of any provision of this
12 Agreement.
13
14 2. A "grievant" is the person or persons or the Association making the complaint.
15

16 **B. PURPOSE**

- 17 1. The purpose of this procedure is to secure, at the lowest possible level, equitable
18 solutions to the problems which may from time to time arise affecting employees. Both
19 parties agree that these proceedings will be kept as informal and confidential as may be
20 appropriate at any level of the procedure.
21
22 2. Failure of the grievant to act on any grievance within the prescribed time limits will act
23 as a bar to any further appeal, and failure of any Agency representative to give a
24 decision within the prescribed time limits shall permit the grievance to proceed to the
25 next step. The time limits specified, however, may be extended by mutual agreement.
26

27 **C. PROCEDURES**

- 28 1. Level One – An employee with a potential grievance shall first discuss it with the
29 employee's immediate supervisor with the objective of resolving the matter informally.
30 Such discussion shall occur within ten (10) days of the event giving rise to the potential
31 grievance or from the date the grievant might reasonably have ascertained its
32 occurrence, whichever is later. If the matter cannot be resolved informally, the
33 supervisor and the employee shall sign a grievance report (attached as Appendix C)
34 indicating that a Level One meeting has occurred and the date of its occurrence.
35
36 2. Level Two – If the employee is dissatisfied with the supervisor's response, the employee
37 may file the completed grievance report with the appropriate Associate Administrator
38 within fifteen (15) days of the Level One meeting. The written grievance report shall
39 state the nature of the grievance, the provisions in the Contract believed at that time to
40 have been violated and the remedy requested. The written grievance report shall be
41 signed by the employee and a copy shall be forwarded to the Association by the
42 Associate Administrator. A meeting to discuss the grievance shall be held within ten
43 (10) days of the date the written grievance report is filed and shall include: the grievant,
44 the Association representative and the Associate Administrator. The Associate
45 Administrator shall schedule the meeting and notify the parties. A decision on the
46 grievance shall be communicated in writing to the grievant and to the Association
47 within five (5) days of the meeting.
48
49 3. Level Three – If the grievance has not been satisfactorily resolved, the grievant may file a
50 copy of the grievance report with the Administrator within ten (10) days of the decision
51 at Level Two. Within ten (10) days after such written grievance is filed, the grievant, the
52 Association representative, and the Administrator shall meet to seek to resolve the
53 grievance. With prior notification, the meeting may also include the UniServ Director
54 for the Association and/or the Human Resources Coordinator for the Agency. In this
55 case, as much advance notice as is reasonably possible is to be provided to the other

1 party. The Administrator shall schedule the meeting and notify the parties. The
2 Administrator shall communicate a decision in writing to the grievant and to the
3 Association within five (5) days of such meeting.
4

- 5 4. Level Four – If the grievance has not been satisfactorily resolved at Level Three and both
6 parties agree, a mediator may be requested and mediation attempted. Otherwise, the
7 Association may file a written notice to the Administrator within ten (10) days of the
8 decision at Level Three that the grievance is submitted to binding arbitration. Within
9 five (5) days after receiving notice from the Association of its decision to submit the
10 grievance to binding arbitration, the Association and Agency shall jointly file with the
11 Public Employment Relations Board (PERB) a request for an arbitration panel of at least
12 five (5) arbitrators from which a selection shall be made by the parties alternately
13 striking the names of the panel members with the panel member remaining to be
14 designated as the arbitrator. In lieu of an arbitration panel, the parties may select an
15 arbitrator by mutual agreement and request the arbitrator be appointed by PERB.
16
- 17 a. Any mediation costs shall be shared equally by the Board and the Association.
18 Expenses for the selection of the arbitrator and for the arbitrator's services shall
19 also be borne equally by the Board and the Association.
20
- 21 b. The arbitrator in the opinion shall not amend, modify, nullify, ignore or add to the
22 provisions of this Agreement. The arbitrator's authority shall be strictly limited to
23 deciding only the issue(s) presented and the decision must be based solely upon the
24 arbitrator's interpretation of the meaning or application of the express relevant
25 language of the Agreement.
26

27 **D. CONDITIONS**

- 28 1. An employee who is a grievant may be represented at all stages of this grievance
29 procedure. When an employee is not represented by the Association, the Association
30 shall have the right to have a representative present at all meetings after Level One and
31 shall be notified by the Associate Administrator or Administrator in advance of each
32 grievance meeting.
33
- 34 2. A copy of all decisions after Level One shall be concurrently submitted to the grievant
35 and the Association President.
36
- 37 3. The Association shall have the right to grieve any resolution of an employee's grievance
38 if such resolution is inconsistent or contrary to the provisions of this Agreement. At the
39 discretion of the Association, any Association grievance may be initiated at Level Three.
40
- 41 4. No reprisals shall be taken by the Board against any employee by reason of
42 participation in this grievance procedure.
43
- 44 5. When it is required that an employee attend a meeting during the work day, the
45 employee shall be released without loss of compensation. With regard to arbitration
46 hearings, the grievant and not more than two (2) necessary witnesses shall be released
47 without loss of compensation. It is agreed that every effort will be extended to schedule
48 the witnesses so as to cause the least possible interference with their employment
49 obligations.
50
- 51 6. If the grievant and the Administrator agree, the formal written grievance may be
52 initiated at Level Three.
53
- 54 7. All meetings under this procedure shall be conducted in private unless all of the
55 persons involved therein shall otherwise agree.

- 1 8. Any investigation or other processing of any grievance shall be conducted as to result in
2 no interference with or interruption of the instructional program and/or work activities
3 of any employee provided any meeting or hearings scheduled during the employee work
4 day shall not occasion any loss of pay by the employee.
5
6 9. This grievance procedure constitutes the sole and exclusive method for the disposition
7 of any and all grievances between the parties and the employees and shall constitute
8 the sole and exclusive remedy.
9
10 10. All documents dealing with the processing of a grievance shall be filed in a separate file
11 and shall not be kept in the personnel file of any employee. The separate grievance file
12 shall be open to the grievant at reasonable hours and available for copying by the
13 grievant.
14

15 **ARTICLE 5**
16 **JOB CLASSIFICATION**

17
18 **A. WAGE SCHEDULE PLACEMENT**

19 Bargaining unit positions shall be classified for wage schedule placement on Schedule A,
20 as follows:
21

22 <u>Classification</u>	23 <u>Job Category</u>
24 8	25 Accounts Payable Technician 26 Lead Computer Operator 27 SEMS Operator 28 Superintendent, Buildings & Grounds 29 Technology Systems Technician
30 7	31 Certified Occupational Therapy Assistant (COTA) 32 Data Services Technicians 33 IMS Operator 34 Interpreter for the Hearing Impaired 35 Maintenance Technician 36 MIIP Administrative Assistant 37 Team Leader-Southern Facility 38 Technology Center Technician
39 6	40 Graphic Designer 41 Lead Printer 42 Paraeducator 43 Secretary/Registrar 44 Team Leader-Media Center
45 5	46 Audiometrist
47 4	48 Key Entry Operator 49 Media/Technology Support Technician 50 Production Printer 51 Records Technician 52 Science Center Technician 53 Secretaries (All) 54 SEMS Technician

1	<u>Classification</u>	<u>Job Category</u>
2		
3	3	Library Associates
4		
5	2	No job categories at this time
6		
7	1	Bindery Worker
8		Clerk
9		Custodian
10		Mail/Receiving Clerk
11		Receptionist
12		Switchboard/Receptionist
13		Van Driver
14		
15		

ARTICLE 6
EVALUATION PROCEDURES

A. PURPOSE

The purpose of evaluation is to improve employee effectiveness in fulfilling the major functions of the employee's job description through a process of orientation and continuous growth. No evaluation procedure shall be used except as identified in this ARTICLE.

B. ORIENTATION TO EVALUATION PROCEDURES

Before an employee is evaluated, the employee's immediate supervisor shall acquaint the employee with the employee's job description, the evaluation procedure (professional growth process) and any evaluation document. No evaluation shall occur until such orientation takes place.

C. ANNUAL REVIEW

Each employee's professional growth activities shall be reviewed annually.

1. During the initial two years of employment, employees shall be evaluated using the activities and processes in the orientation cycle of the professional growth process.
2. Employees who have completed the orientation cycle shall be evaluated using the activities and processes in the continuous growth cycle of the professional growth process.

D. EVALUATION CONFERENCE AND SUMMARY

Each cycle shall include an evaluation conference scheduled in advance with the employee. The evaluator shall prepare a written summary of the evaluation conference with the employee which shall be consistent with the professional growth process and filed with the Human Resources Office. If the employee disagrees with any or all of the written summary, the employee may submit a signed and dated written statement which shall be attached to the file copy of the conference summary.

E. ASSISTANCE CYCLE – COLLABORATIVE LEVEL

When the evaluator determines an employee needs additional assistance and support to maintain or achieve an acceptable level of performance (in fulfilling the job description), the employee will be notified of a meeting to begin writing an assistive action plan to initiate the collaborative level of the assistance cycle. The date of the meeting shall be the beginning date for the collaborative level.

1 If a complaint relative to an employee's job performance or an informal observation by
2 someone other than the employee's evaluator is serious enough to consider the assistance
3 cycle, the evaluator shall meet with the employee before taking any action on the
4 complaint. If the assistance cycle is invoked as the result of a complaint, the matter will
5 be summarized in writing by the evaluator and provided to the employee at the initial
6 collaborative level meeting.

- 7
- 8 1. The collaborative level is designed to provide a structured format to address identified
9 concerns, develop a plan of action to address the concerns and provide assistance and
10 feedback on activities to assist the employee. It is the responsibility of the employee to
11 correct any deficiencies that led to this collaborative level.
12
- 13 2. The employee will have the responsibility to meet with the evaluator to 1) jointly
14 develop an analysis of the issues and 2) jointly develop an assistive action plan within
15 ten (10) days of placement on the collaborative level to address the issues. These
16 activities may be completed at the initial collaborative level meeting or may involve one
17 or more follow-up meetings within the 10-day timeline. The 10-day timeline may be
18 extended by mutual agreement. The assistive action plan shall address the following:
19
 - 20 a. Statement of definition of the concerns
 - 21 b. Options and assistance available
 - 22 c. Expected outcomes and dates for completion
 - 23 d. Indicators for acceptable performance
 - 24 e. Individualized procedures for support
 - 25 f. Specific timelines with scheduled review dates for feedback
 - 26 g. Resources to be committed by the employer and employee (the evaluator will
27 approve the employer's commitment)
 - 28 h. Record of summative comments (progress towards completion of the assistive
29 action plan)

30
31 The evaluator and employee shall agree and sign the assistive action plan. If no
32 assistive action plan is written within ten (10) days of placement on the collaborative
33 level or if no agreement is reached on an assistive action plan, the employee is placed
34 on the directed level of the assistance cycle.
35

- 36 3. In no less than fifteen (15) days and no more than thirty (30) days of agreement on the
37 assistive action plan, the evaluator will review the employee's performance through the
38 collaborative level to determine if the identified concerns have been favorably resolved.
39 This timeline may be extended by mutual agreement. Upon completion of the assistive
40 action plan, the evaluator recommends the employee re-enter the orientation cycle, re-
41 enter the continuous growth cycle, or enter the directed level of the assistance cycle.
42
- 43 4. When an employee re-enters the orientation cycle or the continuous growth cycle, the
44 performance concern(s) identified by the evaluator as unacceptable during the
45 collaborative level of the assistance cycle will be a focus for continued development the
46 following year.
47
- 48 5. All summative evaluation materials provided by the evaluator during the collaborative
49 level shall be made part of the employee's personnel file in the Human Resources
50 Office.
51

52 **F. ASSISTANCE CYCLE – DIRECTED LEVEL**

53 The evaluator will meet with the employee and will provide written notification of
54 placement on the directed cycle when 1) an evaluator determines that an employee has not
55 achieved or maintained an acceptable level of performance through assistance on the

1 collaborative level, 2) an assistive action plan is not written within ten (10) days of
2 placement on the collaborative cycle, 3) no agreement is reached on an assistive action
3 plan following placement on the collaborative level, or 4) an employee has completed the
4 assistance cycle within the past three (3) years and the evaluator determines the employee
5 has not maintained an acceptable level of performance in the same area(s) previously
6 identified during the assistance cycle. The date of the notice shall be the beginning date
7 for the directed level of the assistance cycle.

8
9 It is the responsibility of the employee to correct any deficiencies which led to this directed
10 level.

- 11
12 1. The directed level is designed to address identified concerns. A remediation plan will
13 be developed by the evaluator within ten (10) days of placement on the directed level
14 and will include:
- 15 a. Statement of definition of the concerns
 - 16 b. Expected outcomes and dates for completion
- 17
18 2. In no less than ten (10) days and no more than twenty-five (25) days of providing the
19 remediation plan, the evaluator will review the employee's performance to determine if
20 the identified concerns have been favorably resolved. Upon the completion of the
21 remediation plan, the evaluator recommends the employee re-enter the orientation
22 cycle, re-enter the continuous growth cycle, or enter into the termination process.
- 23
24 3. When an employee re-enters the orientation cycle or the continuous growth cycle, the
25 performance concern(s) identified by the evaluator as unacceptable during the directed
26 level of the assistance cycle will be a focus for continued development during the year
27 following completion of the assistance cycle.
- 28
29 4. All summative evaluation materials provided by the evaluator during the directed level
30 shall be made part of the employee's personnel file in the Human Resources Office.

31
32
33 **G. ACCESS TO EVALUATION DOCUMENTS**

34 Each employee shall have, upon request, the right to review the evaluation documents
35 contained in the employee's personnel records. The employee shall be notified, in writing,
36 by the Human Resources Office within twenty (20) days of receipt of any evaluation forms
37 to be placed in the employee's personnel file. Within twenty (20) days of the date of this
38 notice, the employee has the right to respond, in writing, to any evaluation documents that
39 shall be kept in the personnel file.

- 40
41 1. The evaluation records of an employee may not be inspected without the employee's
42 written consent by other than members of the Board, counsel to the Board, the
43 employee's evaluator, the Administrator, Associate Administrators, and persons
44 authorized by law or judicial order.
- 45
46 2. Individuals outside of the Human Resources Office must indicate on a sign-out sheet
47 their review of the employee's file. This sheet shall become part of the employee's
48 personnel file.

49
50 **ARTICLE 7**
51 **WORK HOURS**

52
53 **A. WORK DAY**

- 54 1. The normal work day shall consist of no more than eight (8) consecutive hours per day.
55 Van drivers may be required to work up to nine hours per day.

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- 1 2. Since program responsibilities and timing of job assignments vary, employees may
2 request and/or be assigned an adjusted or flex schedule.
3

4 **B. WORK WEEK**

- 5 1. The work week shall consist of no more than forty (40) hours. For purposes of
6 calculating weekly pay, the normal work week shall begin on Monday of each week.
7
8 2. The Agency shall attempt to give reasonable notice if any employee is required to work
9 on a weekend or holiday. All employees in a job category will be offered such work,
10 starting with the most senior. Employees who are required to work weekends or
11 holidays shall be selected in reverse order of seniority. If an employee is required to
12 work on a weekend or holiday, he/she shall receive compensatory time or overtime
13 pay.
14

15 **C. BREAK TIME**

16 Within every four (4) hours of scheduled work employees shall receive a fifteen (15) minute
17 break.
18

19 **D. MEALS**

- 20 1. Lunch Periods
21 All lunch periods shall be at least thirty (30) minutes and unpaid except for employees
22 who are routinely assigned responsibilities during that period.
23
24 2. Supper Periods
25 All supper periods shall be at least thirty (30) minutes and unpaid. However, an
26 employee with consent of his/her immediate supervisor may elect to eliminate or
27 extend this period.
28

29 **E. EMERGENCY CLOSINGS**

- 30 1. In the event of the closing of an Agency Center, a voice mail message notification will
31 be sent to all staff voice mail boxes. An employee scheduled to work during the time
32 the Agency Center was closed will be required to make up the work time missed while
33 the Agency Center was closed.
34
35 2. Options for making up the work time include: calendar change, emergency leave,
36 personal leave or leave without pay. Full-time employees also have the option to use
37 vacation, work a longer day for a period of time not to exceed one seven-day pay cycle
38 or, with supervisor approval, work the make-up time on a weekend day(s). In the event
39 an employee performs assigned or approved work during a closing, the amount of time
40 spent performing such services is recognized and considered as work time.
41
42 3. Make-up time worked during the seven-day pay cycle shall not count toward hours
43 worked for overtime or compensatory time purposes.
44
45 4. On assigned make-up days leave shall be granted for appropriate reasons.
46
47

48 **ARTICLE 8**
49 **OVERTIME**
50

51 **A. Overtime shall be defined as assigned work in excess of a normal forty (40) hour week.**
52

- 53 1. Overtime pay will be at the rate of one and one half (1-1/2) times the staff member's
54 normal hourly rate.
55

- 1 2. Compensatory time may be computed at a rate of one and one half (1-1/2) hours of
2 compensatory time off for each hour worked in excess of a forty (40) hour week.
3
 - 4 3. Only with the mutual consent of the employee and his/her immediate supervisor will
5 compensatory time be granted in lieu of overtime pay.
6
 - 7 4. No more than two hundred forty (240) hours of compensatory time may be accrued.
8 Any overtime hours worked beyond the maximum accrual must be paid at the overtime
9 rate.
10
 - 11 5. Scheduling of compensatory time shall be by mutual consent of the employee and
12 his/her immediate supervisor.
13
- 14 B. The Agency shall attempt to give at least twenty-four (24) hours notice before the overtime
15 is to commence.
16
- 17 C. Paid holidays and vacations shall be treated as work time when computing overtime
18 benefits. Except for illness/disability leave, periods of paid leaves shall also be treated as
19 work time when computing overtime benefits.
20

21
22 **ARTICLE 9**
23 **SAFETY PROVISIONS**
24

25 **A. PROTECTIVE EQUIPMENT AND CLOTHING**

26 If the Board shall require an employee to wear special clothing or use special equipment
27 for safety purposes, the Board shall provide such items or shall reimburse the employee
28 for the cost of such items.
29

30 **B. UNSAFE WORKING CONDITIONS**

31 Employees shall not be required to work under unsafe conditions or to perform tasks
32 which seriously endanger their health. This shall not excuse employees from taking such
33 actions as they deem necessary to safeguard students who are under the care or
34 supervision of school authorities.
35

36 **C. SELF DEFENSE**

37 Employees may, when acting within the scope and in the course of their employment, use
38 reasonable and necessary physical force for the purpose of self-defense or for the
39 protection of Board property. This shall not be construed as to condone any unlawful
40 action.
41

42 **D. LIABILITY INSURANCE**

43 The Board shall protect employees by providing at its cost a policy of liability insurance
44 covering performance on the job as provided in Chapter 670, Code of Iowa, 2007.
45

46 **E. ASSAULT REPORTING**

47 Employees shall promptly report any physical assault suffered by them, when acting
48 within the scope and in the course of their employment, to the building administrator and
49 immediate Agency supervisor. The Administrator shall act as liaison with other authorities
50 with respect to such assault.
51

52 **F. PERSONAL INJURY OR ILLNESS**

53 Employee absence due to any injury or illness because of an assault that occurred while
54 the employee was acting within the scope and in the course of employment shall not be
55 charged against any of the employee's leave benefits or result in any loss of salary,

1 provided any Worker's Compensation benefits during such period shall be remitted to the
2 Board. This paragraph shall cease to apply as soon as the employee is eligible for
3 disability benefits under the Social Security system, the retirement system, or any policy of
4 insurance toward which the Board contributes. In no event shall this paragraph have
5 application after ninety (90) calendar days have elapsed following the date of such assault.
6

7 **G. PERSONAL PROPERTY LOSS**

8 The Board may, at its sole discretion, reimburse an employee in whole or in part for
9 damage to the employee's personal property that occurred due to violent student behavior
10 upon the employee while the employee was acting within the scope and in the course of
11 employment. Any reimbursement shall not be precedential.
12

13 **H. FIRST AID**

14 An employee shall not be disciplined for failure to provide first aid treatment for which the
15 employee has no knowledge or training.
16
17

18 **ARTICLE 10**
19 **TRANSFER PROCEDURES**
20

21 **A. DEFINITION**

22 A transfer, for purposes of this ARTICLE, shall mean the movement of an employee between
23 bargaining unit job categories or Agency centers for a period greater than thirty (30)
24 working days. A reassignment caused because of the closing of a facility or elimination of
25 a program, or staff reduction under ARTICLE 11: PROCEDURES FOR STAFF REDUCTION is not a
26 transfer.
27

28 **B. LIMITATIONS**

29 The Agency shall have the right to determine when a vacancy exists and whether to fill
30 such vacancy.
31

32 **C. POSTING**

33 When the Agency determines that a vacancy exists, and the recall procedure of ARTICLE 11
34 has been completed, notice shall be posted in all Agency Centers. This notice shall include
35 the deadline for applying for the transfer to the vacancy.
36

37 **D. FILING**

38 Within the deadline stated on the posting, an employee desiring to make application shall
39 do so in writing by filing a written statement with the Human Resources Office. Employees
40 may cancel requests for transfer by notifying the Human Resources Office.
41

42 **E. VOLUNTARY TRANSFER SELECTION PROCEDURE**

- 43 1. Nothing in this ARTICLE shall prevent the Agency from offering the position to another
44 individual.
45
- 46 2. In the event a current Agency employee is not selected to fill the position, then the
47 Agency shall notify the employee in writing.
48
- 49 3. An employee not selected for a posted position, shall, upon request, be verbally
50 informed of the reasons for not being selected.
51
- 52 4. A request by a qualified employee for a voluntary transfer to a vacant bargaining unit
53 position shall be preferred to an involuntary transfer of another employee.
54
55

1 **F. INVOLUNTARY TRANSFER PROCEDURE**

2 1. Procedure

3 If an involuntary transfer is necessary, qualified employees will be transferred in
4 reverse order of seniority by the employee's Associate Administrator. Criteria for
5 transfer shall include consideration of current Agency Center assignment and FTE.
6 When possible, those employees located in the Agency Center closest to the transfer
7 position and who are employed at a comparable FTE will be considered for transfer
8 first. An employee may be ineligible for transfer if the transfer will create a new
9 vacancy or will be detrimental to the Agency or its services. All factors being equal,
10 employees with the least seniority in their seniority classification will be transferred
11 first.

12
13 2. Notice

14 An employee who is involuntarily transferred, shall be notified in writing by the
15 employee's Associate Administrator. The written notice will include reasons for the
16 transfer.

17
18 3. Meeting

19 An employee who wishes to discuss his/her pending involuntary transfer may request
20 a meeting with the employee's Associate Administrator.

21
22 4. Expenses

23 An employee involuntarily transferred between Agency centers shall be paid mileage for
24 any increase in distance between the employee's home and newly assigned center for
25 the remainder of the work year.
26
27

28 **ARTICLE 11**
29 **PROCEDURES FOR STAFF REDUCTION**
30

31 **A. SENIORITY**

32 Seniority shall be defined as the employee's most recent date of hire with the Agency.
33 Seniority will be adjusted for any unpaid leave of absence in excess of thirty (30) days. For
34 each day of unpaid leave in excess of thirty (30) days, one calendar day will be added to
35 the date of hire for seniority purposes.
36

37 When two (2) or more employees have the same date of hire, their seniority shall be
38 determined in order of the last four (4) digits of an employee's social security number.
39 Whether the highest or lowest number will be the most senior will be determined by a flip
40 of a coin by the President of the Association prior to August 15 of each year.
41

42 If an employee leaves a position represented by the Association and remains an employee
43 of the Agency, the employee's seniority shall be adjusted for the time period the employee
44 is not represented by the Association. For each full work year the employee is in a position
45 not represented by the Association, one calendar year will be added to the date of hire for
46 seniority purposes. If an employee returns to a position represented by the Association,
47 the employee shall receive credit for seniority previously earned as a member of the
48 bargaining unit.
49

50 Reductions and recall will be based on the individual's projected seniority on the effective
51 date of the reduction or recall.
52

53 Wage placement credit will be given for any period of layoff.
54
55

2011-12 Classified Agreement

B. SENIORITY CLASSIFICATION

Job categories shall be grouped in the following seniority classifications:

<u>Seniority Classifications</u>	<u>Job Categories</u>
1	Lead Computer Operators
2	Audiometrists
3	Certified Occupational Therapy Assistants
4	Paraeducators
5	Custodians Maintenance Technicians Van Drivers
6	Lead Printer Production Printers
7	Graphic Designers
8	Administration Secretaries Receptionists Switchboard/Receptionists
9	Media/Technology Support Technicians Technology Center Technicians
10	Secretaries (Region) Records Technician Secretary/Registrar
11	Secretaries (Media/Technology)
12	Bindery Workers Mail/Receiving Clerks
13	Library Associates Science Center Technicians
14	Key Entry Operators
15	Clerks
16	Team Leader–Media Center Team Leader–Southern Facility
17	IMS Operators SEMS Technicians
18	Technology Systems Technicians
19	Interpreters for the Hearing Impaired

1 Seniority
2 Classifications
3 20

Job Categories
Data Services Technicians
MIIP Administrative Assistants
SEMS Operators

6
7 21

Accounts Payable Technicians

8
9 22

Superintendent, Buildings and Grounds

10
11 **C. NOTIFICATION OF REDUCTION**

12 The Agency shall provide written notice to employees who may be affected by staff
13 reduction and the Association, no later than thirty (30) days preceding the effective date of
14 reduction. The notice shall contain a short and plain statement that termination is being
15 considered for staff reduction.

16
17 When reductions for the subsequent year are based on budgetary considerations, the
18 notice shall be provided no later than May 15.

19
20 **D. RECALL PERIOD**

21 Any employee retaining seniority benefits who is laid off due to a reduction in staff shall be
22 eligible for recall for a period of two (2) years from the effective date of layoff. The employee
23 shall exercise this right by filing at the time of layoff a request for notice of vacancy with
24 the Human Resources Office and by providing the Human Resources Office with a written
25 statement of current address and telephone number where the employee may be reached.

26
27 **E. SENIORITY LIST**

28 No later than October 31 of each work year, the Agency will provide the Association with a
29 list showing the seniority of each employee within the bargaining unit, their last date of
30 hire, seniority classification, and job category. The Association and each employee shall
31 have ten (10) days from the date the seniority list is delivered to notify the Agency in
32 writing of any and all objections thereto.

33
34 **F. LAYOFF**

35 In the event of a reduction in the work force the Agency shall follow this procedure:

- 36
37 1. When possible, the reduction shall be accomplished by attrition.
38
39 2. The least senior employee in the effected seniority classification shall be laid off,
40 subject to the remaining employees in the effected seniority classification having the
41 requisite qualifications to do the work which remains available.

42
43 **G. REDUCTION IN HOURS**

44 If there is a reduction in hours for any job category, the work hours of the least senior
45 employee within that job category will be reduced, provided those remaining have the
46 qualifications to do the job. A more senior employee within that job category may
47 volunteer to the decrease in work hours. Program responsibilities may be shifted to other
48 employees within the affected job category.

49
50 **H. RECALL RIGHTS**

51 Employees reduced pursuant to the terms of this Agreement shall have recall rights up to
52 a period of two (2) years from the effective date of the reduction as follows:
53

- 1 1. If a vacancy occurs in the Agency, reduced employees who are qualified to perform the
2 work represented by the vacancy will be recalled according to seniority within their
3 seniority classification.
4
- 5 2. If an employee refuses recall to a vacancy in his/her original job category, such
6 employee loses all further right of recall.
7
- 8 3. If an employee is recalled to a vacancy in a job category other than his/her original job
9 category, such employee may refuse the recall and still maintain his/her recall rights
10 to the original job category until the next August 15.
11
- 12 4. An employee will be informed of vacancies in other than his/her seniority classification
13 through the Agency staff newsletter which will be sent to them (to whatever written
14 address they provide) for two (2) years following reduction.
15
- 16 5. The Agency shall provide the affected employee with written notice of recall by certified
17 mail or personal delivery, and the employee shall have five (5) days after receipt of such
18 notice to respond in writing. Notice shall be considered as having been received as of
19 the date either delivered to the employee's address or provided directly to the employee,
20 whichever is first, as reflected by the Agency's records. Employees shall be responsible
21 for providing the Agency with a current address. Employees shall be recalled in
22 inverse order of the reduction that has taken place (i.e., the last reduced is the first to
23 be recalled), and within seniority classifications. Failure to respond shall cause
24 termination of employment.
25

26 Such notice shall be sent no later than June 15 for those known vacancies for the next
27 fiscal/work year.
28

29 **I. LOSS OF SENIORITY**

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

- 31 1. Quits or retires.
- 32 2. Is discharged.
- 33 3. Is absent from work for three (3) consecutive working days without notification to the
34 Agency, unless the employee cannot notify the Agency because of a proven physical
35 disability.
36
- 37 4. Fails to report for work at the termination of a leave of absence or an extension thereof.
- 38 5. Obtains a leave of absence through misrepresentation.
39

40 **J. BENEFITS**

41 Upon recall to a position of employment an employee shall have restored all
42 illness/disability benefits accrued at the time of layoff.
43

44 In the event a job is reduced and later it is determined by the Agency that it should be
45 reinstated to full-time at some future date, then on the effective date of the reinstatement
46 all accrued leave benefits will be reinstated to the level they were prior to the job reduction
47 provided these benefits are consistent with the provisions of the current contract.
48

49 **K. GRIEVANCE RIGHTS**

50 An employee with recall rights shall be eligible to file a grievance under the provisions of
51 the Grievance Procedure Article of this contract.
52

53 **L. TEMPORARY INTERRUPTION OF WORK**

54 It is understood and agreed while other paragraphs in this Article refer to permanent and
55 definite layoffs, this shall not restrict the Agency from laying off persons on a temporary

1 basis for a period not to exceed ten (10) consecutive working days because of breakdowns
2 or shortages in work. During this period, employees involved shall have no right to
3 exercise their seniority and would receive no wages, but would retain continuance of
4 insurance benefits. Employees have the right to use vacation, emergency leave, or
5 personal leave during temporary layoffs.
6
7

8 **ARTICLE 12**
9 **LEAVE PROVISIONS**

10
11 **A. TERMS AND CONDITIONS**

- 12 1. Both the employees and the Agency are expected to comply with all notice requirements
13 in this ARTICLE. Where notice requirements are not specified, as much advance notice
14 as is reasonably possible will be provided. Circumstances may arise where strict
15 compliance with the notice requirements is impossible. In such cases, the parties will
16 make a reasonable effort to accommodate the situation.
17
18 2. All leave requests shall be subject to approval.
19
20 3. An accounting of accumulated leave shall be available for each employee and accessible
21 online.
22
23 4. Regular part-time employees will receive leave on a prorated basis.

24
25 **B. ASSOCIATION LEAVE**

- 26 1. Twelve (12) days leave of absence per year shall be available for Association functions.
27 Such leave shall be used by employees designated by, and at the sole discretion of, the
28 Association President.
29
30 2. The first six (6) days of Association leave shall be with pay, provided the Association
31 shall reimburse the Agency for the cost of any substitutes necessitated by the use of
32 such leave. The second six (6) days shall be without pay.
33
34 3. Additional Association leave may be granted by the Administrator.
35
36 4. An Illness/Disability Bank of forty-five (45) days will be provided by the Grant Wood
37 Education Association. If, under unusual circumstances, all forty-five (45) days in the
38 bank have been exhausted, additional days for the bank may be made available by
39 mutual agreement of the Agency and Association.
40

41 An employee, whose illness/disability leave is exhausted, through catastrophic illness
42 or injury, may apply for part or all of the forty-five (45) days. This application should be
43 submitted to the Executive Committee of the Grant Wood Education Association. The
44 Association shall reimburse the Agency for actual costs related to use of the
45 Illness/Disability Bank. Such reimbursement shall occur by costing the amount
46 against the following year's total compensation/benefit package for this employee
47 group.
48

49 The Association and its affiliates shall hold harmless and defend the Board with respect
50 to any action or suit concerning such Illness/Disability Bank, provided that the Board
51 shall have acted in accordance with the terms of this ARTICLE.
52

53 **C. ADOPTION LEAVE**

54 Upon written notification to the Associate Administrator in charge of Human Resources
55 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 ten (10) days of leave without loss of pay to process and secure the adoption of a child. This leave shall be utilized for the purposes of meeting with legal representatives, adoption service representatives, any official accreditation visits, or traveling to pick up the child. Adoption leave shall be taken in increments of thirty (30) minutes.

D. BEREAVEMENT LEAVE

Upon written notification to the Associate Administrator in charge of Human Resources, full-time and regular part-time employees hired to work at least one thousand three hundred thirty (1,330) hours each work year shall be granted up to five (5) days of leave without loss of pay in the event of the death of an employee's spouse, child, parent, brother, sister, members of the employee's immediate household, or individuals for whom the employee has legal guardianship, and up to three (3) days of leave without loss of pay in the event of the death of an employee's son-in-law, daughter-in-law, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparents, grand-children, aunt, uncle, stepparents, stepchildren, or other persons approved at the sole discretion of the Administrator as appropriate to the employee's situation. For part-time employees, the leave period includes scheduled work (paid) and non-work (unpaid) days as reflected on the current individual employment calendar. Additional leave of absence without loss of pay may be granted at the sole discretion of the Administrator.

E. EMERGENCY LEAVE

Each full-time employee shall be granted up to twenty-four (24) hours of emergency leave with pay per year by the Associate Administrator in charge of Human Resources in the event of emergency situations beyond the control of the employee. Additional emergency leave may be granted at the discretion of the Administrator. Situations qualifying for emergency leave are (a) events which cannot be attended to outside of work hours, (b) inclement weather, and (c) events which are not covered by any other provision of the Agreement. Emergency leave shall be taken in increments of thirty (30) minutes.

F. ILLNESS/DISABILITY LEAVE

1. Leave Days Granted

The number of days of paid illness/disability leave accrued by employees will be based on the number of completed pay periods.

ANNIVERSARY YEAR	DAYS EARNED PER COMPLETED PAY PERIOD	FULL-TIME EMPLOYEES' PROJECTED ANNUAL RATE
1st	.5000	13 days
2nd	.5385	14 days
3rd	.5769	15 days
4th	.6154	16 days
5th	.6538	17 days
6th & thereafter	.6923	18 days

Definition

Illness/disability leave is available for medical reasons and includes personal and non-personal illness/disability of the following: the employee's immediate family (spouse, children, stepchildren, wards, parents, brothers, sisters and grandparents), other members of the employee's immediate household, and individuals for whom the employee has legal guardianship. Under extenuating circumstances, non-personal illness/disability leave may be used for persons not listed in this definition at the sole discretion of the Associate Administrator in charge of Human Resources.

1 Injury

2 Employees absent more than five (5) consecutive days due to injury must file a
3 physician's statement with the Human Resources Office before returning to work. This
4 statement must verify that the person is able to adequately perform assigned job
5 responsibilities.

6
7 Maximum Non-Personal Illness/Disability Leave Days

8 The maximum number of non-personal illness/disability leave days taken in any one
9 year shall not exceed the number of illness/disability leave days granted for that year.

10
11 2. Accumulation of Illness/Disability Leave

12 Leave shall be taken in increments of thirty (30) minutes. An employee's accumulated
13 illness/disability leave shall not be reduced if that employee has a reduction in work
14 hours or work days.

15
16 Unused illness/disability leave shall accumulate from year to year to a maximum of two
17 hundred (200) days. Individuals with two hundred (200) days of accumulated personal
18 illness/disability leave on July 1 shall be granted sixteen (16) hours of additional leave
19 with pay to be taken during that work year.

20
21 3. Leave of Absence

22 Employees who exhaust all accumulated personal illness/disability leave shall be
23 granted, upon request, a leave of absence without pay during the balance of the
24 employee's work year.

25
26 4. Notice of Anticipated Medical Leave

27 An employee must give written notice of any anticipated medical leave to his/her
28 immediate supervisor at the earliest possible date. In all cases, and especially in cases
29 of elective surgery and similar situations, the parties will cooperate in scheduling the
30 required medical leave so as to minimize the impact of the employee's absence on the
31 Agency's responsibility to the persons and organizations being served. In the case of
32 medical leave due to pregnancy, the employee will notify her immediate supervisor no
33 later than the end of the fourth month of pregnancy. Prior to the beginning of the sixth
34 month of pregnancy, the employee, her physician and her immediate supervisor, will
35 establish the beginning date of the medical leave. Any conflicts as to the beginning date
36 of such medical leave or required revisions will be at the discretion of the employee's
37 physician and communicated as soon as possible to the employee's immediate
38 supervisor.

39
40 5. Leave Notice

41 The employee must indicate on the leave form whether the leave was for personal or
42 non-personal illness/disability. An employee need not state on the Agency leave form
43 the specific nature of the illness for which an illness/disability leave is requested. If the
44 leave is for an injury disability, the employee must report this on the leave form.

45
46 **G. LEAVE WITHOUT PAY**

47 1. This section deals with unpaid leaves of absence that may be either full-time or partial
48 leaves.

49
50 a. Full-Time Unpaid Leave

51 A full-time unpaid leave is one where the employee is absent on all scheduled work
52 days during an interval of time. Examples include an employee who is full-time and
53 who is on child-rearing leave for the first half of the work year or for the full work
54 year. A person who works half-time would also be on a full-time unpaid leave of

1 absence if he/she is absent on all scheduled work days for the first half of the work
2 year or full work year.

3
4 b. Sabbatical Unpaid Leave

5 After completing fourteen (14) work years of service with the Agency, an employee
6 shall be eligible for a sabbatical leave.

7
8 1) A sabbatical leave shall be granted, upon request, for a period of one (1) work
9 year.

10 2) A sabbatical leave shall be granted as leave without pay.

11 3) Seniority with the Agency will accrue during a sabbatical leave.

12 4) If an employee wishes to maintain health insurance coverage during a sabbatical
13 leave, the following conditions shall apply:

14 a) Single health insurance premiums shall be paid by the Agency only if an
15 employee takes a sabbatical leave which is approved by the employee's
16 Associate Administrator as an appropriate study leave and if the employee
17 returns and works for the Agency for a minimum of two (2) work years.

18 OR

19 b) Health insurance premiums shall be paid by the employee at the group rate.

20
21 c. Partial Unpaid Leave

22 A partial unpaid leave of absence is one where the employee works some scheduled
23 work days during a prescribed period and schedules other days or parts of days as
24 unpaid extended leave days.

25
26 2. Appropriate Reasons for Leave

27 A full-time unpaid leave of absence shall be granted for personal illness that makes it
28 impossible or difficult for the employee to discharge the duties of the employee's job, for
29 illness that necessitates the full-time presence of the employee in the home, for child-
30 rearing or for service in a professional organization in the employee's field. Unpaid
31 leave of absence may be granted for other reasons at the discretion of the employee's
32 Associate Administrator. Such full-time unpaid leaves of absence shall be granted for
33 one (1) full work year or any part thereof and may be renewed upon request at the
34 discretion of the employee's Associate Administrator.

35
36 3. Duration

37 If such full-time unpaid leave of absence commences during the first half of the work
38 year, it shall extend to either January 2, or the end of the work year (June 30) at the
39 discretion of the employee. If such leave commences during the second half of the work
40 year, it shall extend to the end of the work year. The employee may, however, return to
41 work prior to the times indicated above if his/her position has not been covered and the
42 employee's Associate Administrator may at his/her discretion, grant variations and/or
43 renewals to such leaves.

44
45 4. Leave Decisions

46 Partial unpaid leave of absence with prorated salary and benefits, for reasons identified
47 above; and/or, full or partial unpaid leave for reasons other than those identified above,
48 shall be granted or withheld at the sole discretion of the employee's Associate
49 Administrator.

50
51 The withholding of leave shall be subject to appeal to the Board pursuant to the Board's
52 Complaint Procedure (Policy #4122).

53
54
55

1 5. Continuing Leave

2 All employees on extended unpaid leave are to notify the Associate Administrator in
3 charge of Human Resources of their employment intentions for the following work year.
4 Employees on leave must provide this notification in writing no later than March 1. On
5 or before February 1, the Human Resources Office shall send to all employees on
6 extended leave a written reminder of the timelines by certified mail. Employees on leave
7 shall be responsible for providing Human Resources with a current address.
8

9 a. For those employees requesting the continuation of an unpaid leave of absence for
10 the following contract year, or portion thereof, the employee's Associate
11 Administrator shall render a written decision on the written request no later than
12 April 1.
13

14 b. For those employees requesting a change in employment status (number of hours in
15 their normal work year) for the following work year, the employee's Associate
16 Administrator shall render a written decision on the written request no later than
17 April 1.
18

19 c. If no written notice is received from an employee by March 1, it will be understood
20 that the employee does not intend to return from leave. No written notice from the
21 employee will constitute either: 1) a resignation from employment if the employee is
22 on full-time leave; or 2) a change in employment status to reflect resignation from
23 that part of employment for which the employee is on leave, if the employee is on
24 part-time leave.
25

26 6. Prorated Benefits

27 Leave benefits for employees on extended unpaid leave of absence (30 days or more)
28 shall be prorated based on hours worked.
29

30 7. Return to Work

31 Upon returning to service, the employee shall be offered a position for which the
32 employee is qualified as determined by the sole and exclusive judgment of the
33 appropriate Associate Administrator.
34

35 **H. MILITARY LEAVE**

36 1. Employees shall be entitled to the military leave benefits provided under Section
37 29A.28, Code of Iowa, 2007, and the Federal Selective Service Act, which includes a
38 leave of absence for the period of active service without loss of seniority, salary
39 placement, and without loss of pay during the first thirty (30) days of such leave of
40 absence. Proof of service must be returned to the Administrator before any salary or
41 wage reimbursement is paid.
42

43 2. Employees subject to state or federal military reserve duty shall make a reasonable
44 effort to arrange for reserve military training at times which involve the least
45 interruption of program services.
46

47 3. An employee returning from military service shall be offered a position for which the
48 employee is qualified as determined by the sole and exclusive judgment of the
49 appropriate Associate Administrator.
50

51 Any employee whose military leave exceeds six (6) months shall notify the
52 Administrator and return to employment within ninety (90) days after completion of
53 such military service.
54
55

1 **I. PERSONAL LEAVE**

2 Each continuing full-time employee shall be granted up to sixteen (16) hours of personal
3 leave each Agency year without loss of pay. Notification to the Associate Administrator in
4 charge of Human Resources of intention to use personal leave will automatically attest that
5 the employee is not taking the leave for job interviews or outside employment. Personal
6 leave shall be taken in increments of thirty (30) minutes. A portion of unused personal
7 leave may carry over to the following year. Up to one-half of the personal leave granted for
8 the current year is eligible for carryover and may not be carried forward more than one
9 year. The maximum personal leave available in a year shall not exceed twenty-four (24)
10 hours for full-time staff (for regular part-time staff personal leave is not to exceed three
11 work days based upon their normal work day).

12
13 **J. PROFESSIONAL GROWTH LEAVE**

14 1. Provisions

15 The Agency will make available to each full-time and regular part-time employee,
16 whose position does not require licensure, at least the equivalent of an employee's
17 single work day for professional growth opportunities each year.

18
19 2. Application

20 Application for professional growth leave shall be made to the employee's Associate
21 Administrator for consideration. If approved, this leave shall not be limited to in-state
22 activities.

23
24 3. Accrual

25 An employee may carry over from one work year to the next, unused leave day(s),
26 provided the sum of the previously accrued days, when added to those days made
27 available for the new work year, do not exceed a total of three (3) paid leave days.

28
29 a. There shall be no obligation on the part of the Agency to reimburse employees for
30 unused professional growth leave days.

31
32 b. Written application for professional growth leave shall be submitted to the
33 supervisory office and date stamped at least fifteen (15) days prior to the event.
34 Upon properly filing written application on the appropriate leave form, an
35 administrative decision shall be provided to the employee within ten (10) days.
36 Failure to provide such a decision shall automatically grant the leave requested.

37
38 4. CEU Reimbursement

39 For all full-time, regular part-time and restricted part-time staff whose current
40 positions require state licensure (Iowa Department of Public Health) or certification
41 (Board of Educational Examiners), the Agency will make available paid inservice days
42 and/or reimbursement for expenses, as follows:

43
44 a. Full-time and Regular Part-time Employees. If approved, full-time and regular
45 part-time employees will have two paid days of inservice offering CEUs plus up to
46 Two Hundred Dollars (\$200.00) for expenses and license fees. Employees may
47 carry over from one work year to the next unused leave days and expense dollars
48 provided the total available leave days do not exceed four (4) and the total available
49 expense dollars do not exceed Four Hundred Dollars (\$400.00).

50
51 b. Restricted Part-time Employees. Restricted part-time employees are not eligible for
52 paid inservice days. If approved, employees will have up to Two Hundred Dollars
53 (\$200.00) for CEU expenses and license fees. Employees may carry over from one
54 work year to the next unused expense dollars provided the total available expense
55 dollars do not exceed Four Hundred Dollars (\$400.00).

1 5. Employee Input

2 All employees will be surveyed annually for their input regarding staff development
3 needs.

4
5 6. Required Staff Development Training

6 The Agency shall pay the cost of necessary and actual expenses to the extent that an
7 employee is required by the Agency to receive staff development training.

8
9 **K. STUDY LEAVE**

10 Employees may request study leave for job related classes during the workday without loss
11 of pay provided these classes are held early in the morning or late afternoon or at such
12 other times as can be reasonably accommodated by the employee's work schedule.
13 Requests should be directed to the employee's Associate Administrator.

14
15 **L. RELIGIOUS LEAVE**

16 Available personal leave, leave without pay, calendar change, or vacation benefits shall be
17 granted to any employee whose affiliation requires the observance of a holiday other than
18 those scheduled in the Agency calendar.

19
20 **M. NEW EMPLOYEES AND LEAVES**

21 New employees who use personal or emergency leave, and then quit or are dismissed
22 during the first six (6) weeks of employment, shall have reimbursement for such leaves
23 deducted from their last paycheck.

24
25
26 **ARTICLE 13**
27 **INSURANCE PROVISIONS**

28
29 **A. TERMS AND CONDITIONS**

30 1. Coverage for twelve (12) consecutive months each work year shall be for the duration of
31 employment. New employees shall be covered on the first day of the month following
32 their date of employment if application is timely.

33
34 2. At the conclusion of Board contribution, insurance benefits may be continued at the
35 employee's own expense, subject to the conditions and regulations of the carrier.

36
37 3. During any unpaid leave, the employee shall have the opportunity to continue
38 insurance benefits at the employee's expense with the consent of the insurance carrier.

39
40 4. All terms and conditions of the provided insurance benefits, including eligibility for
41 coverage, continuation, and coverage period shall be stated in the insurance contract
42 provided by the carrier. The Agency will inform employees as to the insurance benefits
43 available to them under the terms of this Agreement within thirty (30) days after they
44 commence work. Pamphlets, booklets, documentation, etc. necessary for the employee
45 to utilize such benefits will be furnished promptly upon receipt from the respective
46 carriers.

47
48 5. Regular part-time employees hired to work at least one thousand forty (1,040) hours
49 and less than one thousand three hundred thirty (1,330) hours per work year are
50 eligible for single premium coverage for dental, health, and vision insurance on a
51 prorated basis. Restricted part-time employees hired to work less than one thousand
52 forty (1,040) hours per work year may purchase coverage at the employee's expense.

1 **B. COMPREHENSIVE HEALTH PLAN**

- 2 1. For full-time and regular part-time employees hired to work at least one thousand
3 three hundred thirty (1,330) hours each work year, the Board shall provide and pay
4 the full cost of an individual comprehensive health plan equal to the single premium of
5 an Agency-sponsored plan designated by the Agency and the Association. Such
6 coverage shall include diagnostic, x-ray, laboratory, mental health and prescription
7 drug coverage. For all full-time employees and regular part-time employees hired to
8 work at least one thousand three hundred thirty (1,330) hours who elect a plan policy
9 other than single, the Board shall pay an amount equal to fifty percent (50%) of the
10 cost of family coverage under the designated plan.
11
12 2. All full-time and regular part-time employees hired to work at least one thousand three
13 hundred thirty (1,330) hours are required to enroll in an Agency-sponsored
14 comprehensive health plan.
15
16 3. Employees may choose coverage under the Agency-sponsored plans available and may
17 select a less costly or more costly insurance plan than the designated plan.
18
19 a. The employee must pay for any additional premium cost that exceeds the premium
20 for single coverage of the designated plan. Any additional premium obligations
21 shall be deducted in equal amounts from the employee's first two paychecks of
22 each month.
23
24 b. The employee will receive any savings in premium cost between the premium for
25 single coverage of the designated plan and the selected single coverage of a less
26 costly Agency-sponsored plan as additional wages. Savings in premium shall be
27 equally distributed across the employee's first two paychecks of each month.
28
29 4. Proposed changes in insurance coverage will be determined by a joint Association and
30 Agency committee with equal representation by both parties. Committee
31 representation shall consist of up to three (3) members for each party. Membership is
32 to be established and the committee is to be operating by September 1 of each year.
33 Committee meetings may occur during the employee's work day by mutual agreement.
34

35 **C. DENTAL INSURANCE**

36 For full-time and regular part-time employees hired to work at least one thousand three
37 hundred thirty (1,330) hours per work year, the Board shall provide a dental insurance
38 plan and pay the premium for single coverage. Optional family coverage for the foregoing
39 program will be available at the group rate at the employee's expense. Proposed changes
40 in insurance coverage will be determined by the joint Association and Agency committee
41 established in B(4) of this ARTICLE.
42

43 **D. TERM LIFE INSURANCE**

- 44 1. For all full-time and regular part-time employees hired to work at least one thousand
45 three hundred thirty (1,330) hours each work year, the Board shall provide and pay for
46 term life insurance in the amount of Twenty Five Thousand Dollars (\$25,000.00). With
47 the consent of the insurance carrier, employees eligible for coverage under the Twenty
48 Five Thousand Dollar (\$25,000.00) plan may elect optional additional coverage for an
49 equivalent amount available at group rates but at the employee's expense. Eligible
50 employees shall also have the additional option to purchase coverage for the
51 employee's spouse and/or for the employee's dependent children.
52
53 2. For all employees hired to work at least one thousand forty (1,040) hours but less than
54 one thousand three hundred thirty (1,330) hours each work year, the Board shall

1 provide and pay for term life insurance in the amount of Five Thousand Dollars
2 (\$5,000.00).
3

4 **E. VISION INSURANCE**

5 For full-time and regular part-time employees hired to work at least one thousand three
6 hundred thirty (1,330) hours per work year, the Board shall provide a vision insurance
7 plan and pay the premium for single coverage. Optional family coverage for the foregoing
8 program will be available at the group rate at the employee's expense. Proposed changes
9 in insurance coverage will be determined by the joint Association and Agency committee
10 established in B(4) of this ARTICLE.
11

12 **F. WORKER'S COMPENSATION**

13 For all employees, the Board shall provide and pay for Workers' Compensation coverage,
14 as provided according to state law.
15

16 **G. LONG-TERM DISABILITY INSURANCE**

17 For all full-time and regular part-time employees, the Board shall provide and pay for a
18 long-term disability insurance program which provides disabled employees with seventy
19 percent (70%) of their wages to age sixty-five (65) after a waiting period of ninety (90)
20 calendar days.
21

22 **H. TRAVEL ACCIDENT INSURANCE**

23 For all full-time employees, regular part-time employees, and van drivers with restricted
24 status, the Board shall provide and pay for a travel accident policy which provides for
25 payment of One Hundred Thousand Dollars (\$100,000.00) to the beneficiary in the event
26 of the employee's death while such employee is on business of the policyholder all as
27 defined in the vendor's policy issued to Grant Wood Area Education Agency.
28

29 **I. VOLUNTARY SALARY REDUCTION PLAN (SECTION 125, IRS CODE)**

- 30 1. The Agency shall make available a voluntary salary reduction plan consistent with
31 Section 125 of the Internal Revenue Code. The basic components of this plan shall
32 allow for the deduction of employee paid: a) health insurance; b) dental insurance; c)
33 vision insurance; d) child and dependent care services; and e) an account for unpaid
34 health care expenses (i.e., any expenses IRS qualified).
35
- 36 2. Participants shall be charged a Fifty Dollar (\$50.00) annual enrollment fee through
37 monthly payroll deductions the first two paychecks of each month. Employees
38 requesting a payroll deduction for health insurance premiums only shall not be
39 required to pay the annual enrollment fee.
40

41
42 **ARTICLE 14**
43 **WAGE SCHEDULE PLACEMENT**
44

45 **A. PLACEMENT ON WAGE SCHEDULE**

- 46 1. Current Employees for 2011-12
47 a. Each current employee shall be placed in a job classification identified in ARTICLE 5:
48 JOB CLASSIFICATION.
49
- 50 b. Any employee hired prior to February 1st of any work year shall be given credit for
51 one full year of Agency employment. Any employee who works at least 50% of the
52 hours scheduled for the work year shall be given credit for one full year of Agency
53 employment.
54

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c. Current employees shall receive an hourly increase to their 2010-11 hourly wage based on the following formula.

- 1) First through fifth year of continuous experience (staff hired between February 1, 2006 – June 30, 2011) in a bargaining unit position receives a \$.13 per hour increase.
- 2) Sixth through tenth year of continuous experience (staff hired between February 1, 2001 – January 31, 2006) in a bargaining unit position receives a \$.18 per hour increase.
- 3) Eleventh through fifteenth year of continuous experience (staff hired between February 1, 1996 – January 31, 2001) in a bargaining unit position receives a \$.23 per hour increase.
- 4) Any continuous experience beyond sixteen years (staff hired prior to January 31, 1996) in a bargaining unit position receives a \$.28 per hour increase.

1 through 5	6 through 10	11 through 15	16 or more
\$.13 per hour	\$.18 per hour	\$.23 per hour	\$.28 per hour

2. New Employees

- a. Each new employee shall be placed in a job classification identified in ARTICLE 5: JOB CLASSIFICATION.
- b. The initial placement wage of a new employee is set forth in SCHEDULE A.
- c. One (1) wage step shall be credited for each two (2) full-time equivalent years of experience up to a maximum of five (5) wage steps.
- d. Military experience may be allowed to a maximum of two (2) years.

B. CREDIT FOR EDUCATION

- 1. Each employee shall receive a wage differential for education according to the following schedule. This differential shall take effect on July 1st. Notice of intent to receive this differential must be filed in writing with the Associate Administrator in charge of Human Resources. Evidence of the additional credits must be filed with the Human Resources Office on or before October 1.
- 2. This differential shall be in addition to the wage placement pursuant to the other provisions of this ARTICLE.

*** Four-year college degree (Minimum of ninety-six (96) semester hours)
Eight (\$.08) cents hourly

*** Three (3) years college (Minimum of seventy-two (72) semester hours)
Six (\$.06) cents hourly

*** Two (2) years college (Minimum of forty-eight (48) semester hours) or
business school degree. (Minimum of eighteen (18) full weeks)
Four (\$.04) cents hourly

*** One (1) year college (Minimum of twenty-four (24) semester hours)
Two (\$.02) cents hourly

C. SHIFT DIFFERENTIAL

If an employee's normal work hours are required to be adjusted two (2) or more hours before or after the normal starting or ending time, the employee shall receive an additional \$.20/hour.

D. MARKET ADJUSTMENT

1. Market Factor Differential

When competitive employment conditions restrict the Agency's ability to hire employees into any job category, a market factor differential may be established for that job category by the Board. The continuation of any market factor will be established with each new master contract. The market factor in effect for the duration of this contract is:

Certified Occupational Therapy Assistant (COTA)	\$2.00/Hour
Graphic Designer	\$1.50/Hour
Custodian	\$1.00/Hour
Paraeducator	\$0.60/Hour

Employees shall receive market factor differentials in addition to other provisions of this ARTICLE.

2. Wage Schedule Adjustment

Secretaries hired after July 1, 2010, shall receive a wage of \$11.50 per hour, or wage schedule placement, whichever is higher.

E. EMPLOYEES OFF SCHEDULE

Employees may be placed off the hiring schedule only by mutual consent of the Agency and the Association.

F. PAY DATES

Employees shall be paid every two (2) weeks during this work year with payday falling on Friday. Each paycheck shall be for the pay period ending two (2) weeks prior to the payday. When a payday falls on a holiday, the employee shall be paid on the previous day.

1. Regular and restricted part-time employees who are not scheduled to work year round may opt for estimated payments over the entire year. Each timecard shall reflect actual hours worked. Reconciliation of estimated pay and actual hours worked will be completed near the end of the work year, and pay adjustments will be made accordingly over the remaining pay periods.

2. At the employee's option, paychecks shall be mailed to an address or transmitted to a financial institution designated by the employee. All employees have the option of enrolling in APEX (Automated Payments Exchange) electronic banking system.

ARTICLE 15
PAID HOLIDAYS

A. All full-time employees shall receive eleven (11) paid holidays, to be paid at the employee's assigned hourly rate. Regular part-time employees shall receive holiday benefits for their normal work hours (FTE for which the employee was hired) which occur during their work year.

2011-12 Holidays

These holidays shall include:

<u>HOLIDAY</u>	<u>DATE</u>
Independence Day	July 4, 2011
Labor Day	September 5, 2011
Thanksgiving Day	November 24, 2011

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1	Friday following Thanksgiving	November 25, 2011
2	Winter Break	December 23, 26, 27, 28, 29, 30, 2011
3	Memorial Day	May 28, 2012

4
5 B. New employees who take a holiday(s), and then quit or are dismissed during the first
6 twelve (12) weeks of employment shall have reimbursement for such holidays deducted
7 from their last paycheck(s).
8
9

10 **ARTICLE 16**
11 **VACATIONS**
12

13 **A. FULL-TIME EMPLOYEES**

- 14 1. Full-time employees who have been employed for at least one (1) year with the Agency
15 shall be entitled to vacation benefits. Other employees shall not be eligible for paid
16 vacation benefits. Accrual rates will be based on the employee's anniversary date of
17 full-time employment.
18
19 2. Employees who resign or who are dismissed before their initial anniversary date are
20 not entitled to vacation benefits. Employees who resign or who are dismissed after
21 their initial anniversary date will be credited accrued vacation benefits.
22
23 3. Vacation benefits accrue with each pay period. The accrued rate shall be based on the
24 following table:
25

<u>Anniversary Year</u>	<u>Hourly Accrual Rate Per Pay Period</u>	<u>Projected Annual Vacation Days</u>
0 – 5	3.0770	10
6 – 12	4.6154	15
13	4.9231	16
14	5.2308	17
15	5.5385	18
16	5.8462	19
17	6.1539	20

26
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35
36 4. Vacation benefits may not be carried forward more than twelve (12) months beyond the
37 end of the anniversary year in which they are accrued.
38

39 Vacation benefits will not accrue when an employee is on leave without pay.
40

41 5. Vacation shall be taken in increments of thirty (30) minutes.
42

43 **B. REGULAR AND RESTRICTED PART-TIME EMPLOYEES**

44 Regular part-time and restricted part-time employees may request up to five (5) successive
45 days annually for vacation purposes. The work hours missed for this purpose must be
46 made up as assigned by the immediate supervisor. Make-up days must be accomplished
47 within the Agency's fiscal year.
48

49 **C. SCHEDULING**

50 Vacations will be scheduled by the immediate supervisor at a time that will not adversely
51 affect work schedules.
52
53
54

ARTICLE 17
COMPLIANCE CLAUSES AND DURATION

A. This Agreement shall remain in full force and effect for a period of July 1, 2009, through June 30, 2012.

1. This Agreement shall be in force for all ARTICLES. All ARTICLES will be re-opened for the 2012-13 contract year.

2. Any individual agreement between the Board and an employee shall be subject to this Agreement.

B. This 2009-12 Agreement constitutes the full and complete agreement between the Agency and the Grant Wood Education Association for the 2011-12 contract year. Any matters relating to the current contract term of 2011-12, whether or not referred to in this Agreement, shall not be open for negotiation during the 2011-12 term of this Agreement unless mutually agreed upon in writing or the legislature changes the mandatory subjects of bargaining.

C. A sufficient, mutually agreed upon number of copies of the Agreement shall be printed by the Agency with the Association and the Agency sharing equally the cost of said printing. The Association and the Agency shall each be separately responsible for distributing copies of the Agreement to their respective constituencies. However, the Agency will provide each new employee with a copy of the Agreement within five (5) days from the date such new employee reports to work.

D. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to the President of Board at 4401 6th Street SW, Cedar Rapids, Iowa 52404.

2. If by Board, to President of Association at 240 Classic Car Ct SW, Cedar Rapids, Iowa 52404.

E. If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid, all other provisions shall continue in full force and effect.

F. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Chief Negotiators, all on the 20th day of April, 2011.

GRANT WOOD EDUCATION ASSOCIATION

GRANT WOOD AREA EDUCATION AGENCY

BY _____
President

BY _____
President

BY _____
Chief Negotiator

BY _____
Chief Negotiator

APPENDIX A

2011-12 Classified Wage Placement Schedule

Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
8	15.05	15.23	15.44	15.62	15.87	16.13
7	11.80	11.99	12.16	12.36	12.61	12.87
6	11.58	11.76	11.93	12.13	12.40	12.66
5	11.32	11.51	11.69	11.87	12.15	12.41
4	11.10	11.29	11.47	11.64	11.91	12.17
3	10.86	11.05	11.25	11.42	11.68	11.94
2	10.63	10.80	10.98	11.18	11.43	11.69
1	10.38	10.56	10.77	10.93	11.19	11.45

- | | |
|--|--|
| <p>8 Accounts Payable Technician
Lead Computer Operator
SEMS Operator
Supt, Buildings & Grounds
Technology Systems Technician</p> <p>7 Certified Occupational Therapy Assistant (COTA)
Data Services Technician
IMS Operator
Interpreter for the Hearing Impaired
Maintenance Technician
MIIP Administrative Assistant
Team Leader–Southern Facility
Technology Center Technician</p> <p>6 Graphic Designer
Lead Printer
Paraeducator
Secretary/Registrar
Team Leader–Media Center</p> | <p>5 Audiometrist</p> <p>4 Key Entry Operator
Media/Technology Support Technician
Production Printer
Records Technician
Science Center Technician
Secretaries (All)
SEMS Technician</p> <p>3 Library Associate</p> <p>2 No job categories at this time</p> <p>1 Bindery Worker
Clerk
Custodian
Mail/Receiving Clerk
Receptionist
Switchboard/Receptionist
Van Driver</p> |
|--|--|

**APPENDIX B
GRIEVANCE REPORT**

Name of Grievant(s) or Association

Level I

A. Date of Level I Meeting _____

Signature of Immediate Supervisor

Date

Signature of Grievant(s) or Association

Date

Level II

A. Date Potential Violation Occurred _____

B. Provision(s) of Contract Potentially Violated: _____

C. Nature of Grievance Claim: _____

D. Remedy Sought: _____

Signature of Grievant(s) or Association

Date

E. Decision by Associate Administrator: _____

