

2015-2018

Classified Staff

Master Contract Agreement

for 2016-2017 between Grant Wood AEA
and the Grant Wood Education Association



GRANT WOOD
AREA EDUCATION AGENCY

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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 electronically a list of the vacancies that occur in the
32 bargaining unit for a period not less than five (5) days. Each vacancy shall be posted
33 on the Agency web site at least five (5) days.
34

35 **D. ASSOCIATION RIGHTS**

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

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

- 47 A. Both parties agree to meet at reasonable times and places to negotiate in a good faith effort
48 to reach agreement in accordance with Chapter 20 of the Iowa Code, 2015 (Public
49 Employment Relations Act) except as modified in Paragraph B. During the course of
50 negotiations, the parties agree to make proposals and counter-proposals. ARTICLES
51 tentatively agreed to shall be initialed by each party and dated.
52
- 53 B. The Association and the Agency agree that the impasse procedures set forth in Section
54 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
30 **ARTICLE 3**
31 **DUES DEDUCTION**

- 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 by the Association at all stages of
29 this grievance procedure. When an employee is not represented by the Association, the
30 Association shall have the right to have a representative present at all meetings after
31 Level One and shall be notified by the Associate Administrator or Administrator in
32 advance of each 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 **E. COMPLAINT PROCEDURE**

16 For those claims that do not meet the definition of “grievance” under Paragraph A(1) of this
17 ARTICLE, an employee may refer to the Board’s Complaint Procedure for guidance (Policy
18 #4122 and Administrative Regulation #4122A).
19
20
21

22 **ARTICLE 5**
23 **JOB CLASSIFICATION**
24

25 **A. WAGE SCHEDULE PLACEMENT**

26 Bargaining unit positions shall be classified for wage schedule placement on Schedule A,
27 as follows:
28

<u>Classification</u>	<u>Job Category</u>
8	Accounts Payable Technician SEMS Operator Superintendent, Buildings & Grounds Technology Systems Technician
7	Certified Occupational Therapy Assistant (COTA) Data Services Technician IMS Operator Maintenance Technician MIIP Administrative Assistant Technology Center Technician
6	Graphic Designer Printing Technician Paraeducator Program Associate Secretary/Registrar Team Leader-Circulation/Distribution
5	Audiometrist Health Alliance Screener Operations Associate

1	4	Key Entry Operator
2		Media/Technology Support Technician
3		Production Printer
4		Records Technician
5		Science Center Technician
6		Secretaries (All)
7		SEMS Technician
8		
9	3	Library Associate
10		Materials Distribution Associate
11		
12	2	No job categories at this time
13		
14	1	Bindery Worker
15		Clerk
16		Custodian
17		Receptionist
18		Switchboard/Receptionist
19		Van Driver
20		
21		

ARTICLE 6
EVALUATION PROCEDURES

A. PURPOSE

The purpose of evaluation is to improve employee effectiveness in meeting the performance criteria for 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 and any evaluation documents. No evaluation shall occur until such orientation takes place.

C. ANNUAL REVIEW

Each employee's job performance shall be evaluated annually.

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

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 Evaluation System for Classified Staff. The written summary shall be made part of the employee's personnel file in 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.

1 **E. ASSISTANCE CYCLE – COLLABORATIVE LEVEL**

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

7
8 If a complaint relative to an employee’s job performance or an informal observation by
9 someone other than the employee’s evaluator is serious enough to consider the assistance
10 cycle, the evaluator shall meet with the employee before taking any action on the
11 complaint. If the assistance cycle is invoked as the result of a complaint, the matter will
12 be summarized in writing by the evaluator and provided to the employee at the initial
13 collaborative level meeting.

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

37
38 The evaluator and employee shall agree and sign the assistive action plan. If no
39 assistive action plan is written within ten (10) days of placement on the collaborative
40 level or if no agreement is reached on an assistive action plan, the employee is placed
41 on the directed level of the assistance cycle.
42

- 43 3. In no less than fifteen (15) days and no more than thirty (30) days of agreement on the
44 assistive action plan, the evaluator will review the employee’s performance through the
45 collaborative level to determine if the identified concerns have been favorably resolved.
46 This timeline may be extended by mutual agreement. Upon completion of the assistive
47 action plan, the evaluator recommends the employee re-enter the orientation cycle, re-
48 enter the continuous growth cycle, or enter the directed level of the assistance cycle.
49
50 4. When an employee re-enters the orientation cycle or the continuous growth cycle, the
51 performance concern(s) identified by the evaluator as unacceptable during the
52 collaborative level of the assistance cycle will be a focus for continued development the
53 following year.
54

- 1 5. All summative evaluation materials provided by the evaluator during the collaborative
2 level shall be made part of the employee's personnel file in the Human Resources
3 Office.
4

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

6 The evaluator will meet with the employee and will provide written notification of
7 placement on the directed cycle when 1) an evaluator determines that an employee has not
8 achieved or maintained an acceptable level of performance through assistance on the
9 collaborative level, 2) an assistive action plan is not written within ten (10) days of
10 placement on the collaborative cycle, 3) no agreement is reached on an assistive action
11 plan following placement on the collaborative level, or 4) an employee has completed the
12 assistance cycle within the past three (3) years and the evaluator determines the employee
13 has not maintained an acceptable level of performance in the same area(s) previously
14 identified during the assistance cycle. The date of the notice shall be the beginning date
15 for the directed level of the assistance cycle.
16

17 It is the responsibility of the employee to correct any deficiencies which led to this directed
18 level.
19

- 20 1. The directed level is designed to address identified concerns. A remediation plan will
21 be developed by the evaluator within ten (10) days of placement on the directed level
22 and will include:
23
24 a. Statement of definition of the concerns
25 b. Expected outcomes and dates for completion
26
27 2. In no less than ten (10) days and no more than twenty-five (25) days of providing the
28 remediation plan, the evaluator will review the employee's performance to determine if
29 the identified concerns have been favorably resolved. Upon the completion of the
30 remediation plan, the evaluator recommends the employee re-enter the orientation
31 cycle, re-enter the continuous growth cycle, or enter into the termination process.
32
33 3. When an employee re-enters the orientation cycle or the continuous growth cycle, the
34 performance concern(s) identified by the evaluator as unacceptable during the directed
35 level of the assistance cycle will be a focus for continued development during the year
36 following completion of the assistance cycle.
37
38 4. All summative evaluation materials provided by the evaluator during the directed level
39 shall be made part of the employee's personnel file in the Human Resources Office.
40

41 **G. ACCESS TO EVALUATION DOCUMENTS**

42 Each employee shall have, upon request, the right to review the evaluation documents
43 contained in the employee's personnel records. The employee shall be notified, in writing,
44 by the Human Resources Office within twenty (20) days of receipt of any evaluation forms
45 to be placed in the employee's personnel file. Within twenty (20) days of the date of this
46 notice, the employee has the right to respond, in writing, to any evaluation documents that
47 shall be kept in the personnel file.
48

- 49 1. The evaluation records of an employee may not be inspected without the employee's
50 written consent by other than members of the Board, counsel to the Board, the
51 employee's evaluator, the Administrator, Associate Administrators, and persons
52 authorized by law or judicial order.
53

2. Individuals outside of the Human Resources Office must indicate on a sign-out sheet their review of the employee's file. This sheet shall become part of the employee's personnel file.

ARTICLE 7
WORK HOURS

A. WORK DAY

1. The normal work day shall consist of no more than eight (8) consecutive hours per day. Van drivers may be required to work up to nine hours per day.
2. Since program responsibilities and timing of job assignments vary, employees may request and/or be assigned an adjusted or flex schedule.

B. WORK WEEK

1. The work week shall consist of no more than forty (40) hours. For purposes of calculating weekly pay, the normal work week shall begin on Monday of each week.
2. The Agency shall attempt to give reasonable notice if any employee is required to work on a weekend or holiday. If an employee is required to work on a weekend or holiday, he/she shall receive compensatory time or overtime pay in accordance with ARTICLE 8.

C. BREAK TIME

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

D. MEALS

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

E. EMERGENCY CLOSINGS

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

ARTICLE 8
OVERTIME

- A. Overtime shall be defined as assigned work in excess of a normal forty (40) hour week.
 - 1. Overtime pay will be at the rate of one and one half (1-1/2) times the staff member's normal hourly rate.
 - 2. Compensatory time may be computed at a rate of one and one half (1-1/2) hours of compensatory time off for each hour worked in excess of a forty (40) hour week.
 - 3. Only with the mutual consent of the employee and his/her immediate supervisor will compensatory time be granted in lieu of overtime pay.
 - 4. No more than two hundred forty (240) hours of compensatory time may be accrued. Any overtime hours worked beyond the maximum accrual must be paid at the overtime rate.
 - 5. Scheduling of compensatory time shall be by mutual consent of the employee and his/her immediate supervisor.
- B. The Agency shall attempt to give at least twenty-four (24) hours notice before the overtime is to commence.
- C. In accordance with the Fair Labor Standards Act (FLSA), time actually worked over forty (40) hours per week shall be considered when computing overtime benefits. In addition, assigned hours worked during a paid holiday or scheduled vacation shall also be computed at the overtime rate.

ARTICLE 9
SAFETY PROVISIONS

- A. PROTECTIVE EQUIPMENT AND CLOTHING**
If the Board shall require an employee to wear special clothing or use special equipment for safety purposes, the Board shall provide such items or shall reimburse the employee for the cost of such items.
- B. UNSAFE WORKING CONDITIONS**
Employees shall not be required to work under unsafe conditions or to perform tasks which seriously endanger their health. This shall not excuse employees from taking such actions as they deem necessary to safeguard students who are under the care or supervision of school authorities.
- C. SELF DEFENSE**
Employees may, when acting within the scope and in the course of their employment, use reasonable and necessary physical force for the purpose of self-defense or for the protection of Board property. This shall not be construed as to condone any unlawful action.
- D. LIABILITY INSURANCE**
The Board shall protect employees by providing at its cost a policy of liability insurance covering performance on the job as provided in Chapter 670, Code of Iowa, 2015.

1 **E. ASSAULT REPORTING**

2 Employees shall promptly report any physical assault suffered by them, when acting
3 within the scope and in the course of their employment, to the building administrator and
4 immediate Agency supervisor. The Administrator shall act as liaison with other authorities
5 with respect to such assault.
6

7 **F. PERSONAL INJURY OR ILLNESS**

8 Employee absence due to any injury or illness because of an assault that occurred while
9 the employee was acting within the scope and in the course of employment shall not be
10 charged against any of the employee's leave benefits or result in any loss of salary,
11 provided any Worker's Compensation benefits during such period shall be remitted to the
12 Board. This paragraph shall cease to apply as soon as the employee is eligible for
13 disability benefits under the Social Security system, the retirement system, or any policy of
14 insurance toward which the Board contributes. In no event shall this paragraph have
15 application after ninety (90) calendar days have elapsed following the date of such assault.
16

17 **G. PERSONAL PROPERTY LOSS**

18 The Board may, at its sole discretion, reimburse an employee in whole or in part for
19 damage to the employee's personal property that occurred due to violent student behavior
20 upon the employee while the employee was acting within the scope and in the course of
21 employment. Any reimbursement shall not be precedential.
22

23 **H. FIRST AID**

24 An employee shall not be disciplined for failure to provide first aid treatment for which the
25 employee has no knowledge or training.
26
27

28 **ARTICLE 10**
29 **TRANSFER PROCEDURES**
30

31 **A. DEFINITION**

32 A transfer, for purposes of this ARTICLE, shall mean the movement of an employee between
33 bargaining unit job categories or Agency centers for a period greater than thirty (30)
34 working days. A reassignment caused because of the closing of a facility or elimination of
35 a program, or staff reduction under ARTICLE 11: PROCEDURES FOR STAFF REDUCTION is not a
36 transfer.
37

38 **B. LIMITATIONS**

39 The Agency shall have the right to determine when a vacancy exists and whether to fill
40 such vacancy.
41

42 **C. POSTING**

43 When the Agency determines that a vacancy exists, and the recall procedure of ARTICLE 11
44 has been completed, notice shall be posted electronically on the Agency web site. This
45 notice shall include the deadline for applying for the transfer to the vacancy.
46

47 **D. FILING**

48 Within the deadline stated on the posting, an employee desiring to make application shall
49 do so in writing by filing a written statement with the Human Resources Office. Employees
50 may cancel requests for transfer by notifying the Human Resources Office.
51

52 **E. VOLUNTARY TRANSFER SELECTION PROCEDURE**

53 1. Nothing in this ARTICLE shall prevent the Agency from offering the position to another
54 individual.

- 2. In the event a current Agency employee is not selected to fill the position, then the Agency shall notify the employee in writing.
- 3. An employee not selected for a posted position, shall, upon request, be verbally informed of the reasons for not being selected.
- 4. A request by a qualified employee for a voluntary transfer to a vacant bargaining unit position shall be preferred to an involuntary transfer of another employee.

F. INVOLUNTARY TRANSFER PROCEDURE

1. Procedure

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

2. Notice

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

3. Meeting

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

4. Expenses

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

ARTICLE 11

PROCEDURES FOR STAFF REDUCTION

A. SENIORITY

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

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

If an employee leaves a position represented by the Association and remains an employee of the Agency, the employee's seniority shall be adjusted for the time period the employee is not represented by the Association. For each full work year the employee is in a position not represented by the Association, one calendar year will be added to the date of hire for seniority purposes. If an employee returns to a position represented by the Association,

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1 the employee shall receive credit for seniority previously earned as a member of the
2 bargaining unit.

3
4 Reductions and recall will be based on the individual's projected seniority on the effective
5 date of the reduction or recall.

6
7 Wage placement credit will be given for any period of layoff.
8

9 **B. SENIORITY CATEGORIES**

10 For the purposes of staff reduction, job categories shall be grouped in the following
11 seniority categories. When a job category is identified for reduction, the least senior
12 employee in the seniority category group will be reduced in accordance with Paragraph F.
13

<u>Seniority Categories</u>	<u>Job Categories</u>
A	Audiometrists
B	Certified Occupational Therapy Assistants
C	Paraeducators – Off-Site Programs
D	Paraeducators – Itinerant
E	Van Drivers
F	Printing Technician Production Printers
G	Graphic Designers
H	Receptionists Switchboard/Receptionists
I	Media/Technology Support Technicians Technology Center Technicians
J	Secretaries (Region) Records Technician Secretary/Registrar
K	Secretaries (Media/Technology)
L	Bindery Workers
M	Library Associates Materials Distribution Associates Science Center Technicians
N	Key Entry Operators
O	Clerks
P	Operations Associates Team Leaders–Circulation/Distribution

1	Q	IMS Operators
2		SEMS Technicians
3		
4	R	Technology Systems Technicians
5		
6	S	Custodians
7		Maintenance Technicians
8		
9	T	Data Services Technicians
10		MIIIP Administrative Assistants
11		SEMS Operators
12		
13	U	Accounts Payable Technicians
14		
15	V	Superintendent, Buildings and Grounds
16		
17	W	Health Alliance Screeners
18		
19	X	Program Associates
20		

21 **C. NOTIFICATION OF REDUCTION**

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

26
27 When reductions for the subsequent year are based on budgetary considerations, the
28 notice shall be provided no later than May 15.

29
30 **D. RECALL PERIOD**

31 Any employee retaining seniority benefits who is laid off due to a reduction in staff shall be
32 eligible for recall for a period of one (1) year from the effective date of layoff. The employee
33 shall exercise this right by filing at the time of layoff a request for notice of vacancy with
34 the Human Resources Office and by providing the Human Resources Office with a written
35 statement of current address and telephone number where the employee may be reached.

36
37 **E. SENIORITY LIST**

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

43
44 **F. LAYOFF**

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

- 46 1. When possible, the reduction shall be accomplished by attrition.
- 47 2. The least senior employee in the effected seniority category shall be laid off, subject to
48 the remaining employees in the effected seniority category having the requisite
49 qualifications to do the work which remains available.

50
51
52
53 **G. REDUCTION IN HOURS**

54 If there is a reduction in hours for any job category, the work hours of the least senior
55 employee within that job category will be reduced, provided those remaining have the

1 qualifications to do the job. A more senior employee within that job category may
2 volunteer to the decrease in work hours. Program responsibilities may be shifted to other
3 employees within the affected job category.
4

5 **H. RECALL RIGHTS**

6 Employees reduced pursuant to the terms of this Agreement shall have recall rights up to
7 a period of one (1) year from the effective date of the reduction as follows:
8

- 9 1. If a vacancy occurs in the Agency, reduced employees who are qualified to perform the
10 work represented by the vacancy will be recalled according to seniority within their
11 seniority category.
12
- 13 2. If an employee refuses recall to a vacancy in his/her original job category, such
14 employee loses all further right of recall.
15
- 16 3. If an employee is recalled to a vacancy in a job category other than his/her original job
17 category, such employee may refuse the recall and still maintain his/her recall rights
18 to the original job category until the next August 15.
19
- 20 4. An employee will be informed of vacancies in other than his/her seniority category in
21 either print or electronic format which will be sent to them (to whatever written
22 address they provide) for one (1) year following reduction.
23
- 24 5. The Agency shall provide the affected employee with written notice of recall by certified
25 mail or personal delivery, and the employee shall have five (5) days after receipt of such
26 notice to respond in writing. Notice shall be considered as having been received as of
27 the date either delivered to the employee's address or provided directly to the employee,
28 whichever is first, as reflected by the Agency's records. Employees shall be responsible
29 for providing the Agency with a current address. Employees shall be recalled in
30 inverse order of the reduction that has taken place (i.e., the last reduced is the first to
31 be recalled), and within seniority categories. Failure to respond shall cause
32 termination of employment.
33

34 Such notice shall be sent no later than June 15 for those known vacancies for the next
35 fiscal/work year.
36

37 **I. LOSS OF SENIORITY**

38 Seniority and the employment relationship shall be broken and terminated if an employee:
39

- 40 1. Quits or retires.
- 41 2. Is discharged.
- 42 3. Is absent from work for three (3) consecutive working days without notification to the
43 Agency, unless the employee cannot notify the Agency because of a proven physical
44 disability.
- 45 4. Fails to report for work at the termination of a leave of absence or an extension thereof.
- 46 5. Obtains a leave of absence through misrepresentation.
47

48 **J. BENEFITS**

49 Upon recall to a position of employment an employee shall have restored all
50 illness/disability benefits accrued at the time of layoff.
51

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

1 **K. GRIEVANCE RIGHTS**

2 An employee with recall rights shall be eligible to file a grievance under the provisions of
3 the Grievance Procedure Article of this contract.
4

5 **L. TEMPORARY INTERRUPTION OF WORK**

6 It is understood and agreed while other paragraphs in this Article refer to permanent and
7 definite layoffs, this shall not restrict the Agency from laying off persons on a temporary
8 basis for a period not to exceed ten (10) consecutive working days because of breakdowns
9 or shortages in work. During this period, employees involved shall have no right to
10 exercise their seniority and would receive no wages, but would retain continuance of
11 insurance benefits. Employees have the right to use vacation, emergency leave, or
12 personal leave during temporary layoffs.
13
14

15 **ARTICLE 12**
16 **LEAVE PROVISIONS**
17

18 **A. TERMS AND CONDITIONS**

- 19 1. Both the employees and the Agency are expected to comply with all notice requirements
20 in this ARTICLE. Where notice requirements are not specified, as much advance notice
21 as is reasonably possible will be provided. Circumstances may arise where strict
22 compliance with the notice requirements is impossible. In such cases, the parties will
23 make a reasonable effort to accommodate the situation.
24
25 2. All leave requests shall be subject to approval.
26
27 3. An accounting of accumulated leave shall be available for each employee and accessible
28 online.
29
30 4. Regular part-time employees will receive leave on a prorated basis.
31
32 5. Eligible employees must be actively working to accrue leave benefits. Leave benefits for
33 employees on extended leave of absence (31 days or more) shall be prorated based on
34 hours worked.
35

36 **B. ASSOCIATION LEAVE**

- 37 1. Twelve (12) days leave of absence per year shall be available for Association functions.
38 Such leave shall be used by employees designated by, and at the sole discretion of, the
39 Association President.
40
41 2. The first six (6) days of Association leave shall be with pay, provided the Association
42 shall reimburse the Agency for the cost of any substitutes necessitated by the use of
43 such leave. The second six (6) days shall be without pay.
44
45 3. Additional Association leave may be granted by the Administrator.
46
47 4. An Illness/Disability Bank of forty-five (45) days will be provided by the Grant Wood
48 Education Association. If, under unusual circumstances, all forty-five (45) days in the
49 bank have been exhausted, additional days for the bank may be made available by
50 mutual agreement of the Agency and Association.
51

52 An employee, whose illness/disability leave is exhausted, through catastrophic illness
53 or injury, may apply for part or all of the forty-five (45) days. This application should be
54 submitted to the Executive Committee of the Grant Wood Education Association. The
55 Association shall reimburse the Agency for actual costs related to use of the

1 Illness/Disability Bank. Such reimbursement shall occur by costing the amount
2 against the following year's total compensation/benefit package for this employee
3 group.
4

5 The Association and its affiliates shall hold harmless and defend the Board with respect
6 to any action or suit concerning such Illness/Disability Bank, provided that the Board
7 shall have acted in accordance with the terms of this ARTICLE.
8

9 **C. ADOPTION LEAVE**

10 Upon written notification to the Human Resources Coordinator that formal adoption
11 procedures have been initiated (notification shall include documentation of emergency
12 placement, home visit(s) or authorization of adoption), a full-time employee shall be
13 granted up to five (5) days of leave without loss of pay to process and secure the adoption
14 of a child. This leave shall be utilized for the purposes of meeting with legal
15 representatives, adoption service representatives, any official accreditation visits, or
16 traveling to pick up the child. Adoption leave shall be taken in increments of thirty (30)
17 minutes.
18

19 **D. BEREAVEMENT LEAVE**

20 Upon written notification to the Human Resources Office, which may be satisfied by
21 initiating a request through the online leave system, full-time and regular part-time
22 employees hired to work at least one thousand three hundred thirty (1,330) hours each
23 work year shall be granted up to five (5) days of leave without loss of pay in the event of
24 the death of an employee's spouse, child, parent, brother, sister, members of the
25 employee's immediate household, or individuals for whom the employee has legal
26 guardianship, and up to three (3) days of leave without loss of pay in the event of the death
27 of an employee's son-in-law, daughter-in-law, sister-in-law, brother-in-law, father-in-law,
28 mother-in-law, grandparents, grandchildren, aunt, uncle, stepparents, stepchildren, or
29 other persons approved at the sole discretion of the Chief Administrator as appropriate to
30 the employee's situation. For part-time employees, the leave period includes scheduled
31 work (paid) and non-work (unpaid) days as reflected on the current individual employment
32 calendar. Additional leave of absence without loss of pay may be granted at the sole
33 discretion of the Chief Administrator. Employee requests for consideration of bereavement
34 leave for other persons or additional leave shall be submitted in writing to the Human
35 Resources Coordinator.
36

37 **E. EMERGENCY LEAVE**

38 Each full-time employee shall be granted up to twenty-four (24) hours of emergency leave
39 with pay per year by the Human Resources Coordinator in the event of emergency
40 situations beyond the control of the employee. Additional emergency leave may be granted
41 at the discretion of the Chief Administrator. Situations qualifying for emergency leave are
42 (a) events that call for immediate or prompt action and cannot be attended to outside of
43 work hours, (b) inclement weather, and (c) events which are not covered by any other
44 provision of the Agreement. Emergency leave shall be taken in increments of thirty (30)
45 minutes. Employee requests for consideration of additional emergency leave shall be
46 submitted in writing to the Human Resources Coordinator.
47

48 **F. ILLNESS/DISABILITY LEAVE**

49 1. Leave Days Granted

50 The number of days of paid illness/disability leave accrued by employees will be based
51 on the number of completed pay periods.
52
53
54

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 (family) 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.

Up to five (5) days of non-personal (family) illness leave is available for parental leave for an adoption or birth of a child. Parental leave must be taken in consecutive days at the time the employee's child is born and immediately following the birth or adoption. This leave is non-cumulative.

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. Employee requests for consideration of non-personal illness/disability leave for other persons shall be submitted in writing to the Human Resources Coordinator.

Injury

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

Maximum Non-Personal Illness/Disability Leave Days

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

2. Accumulation of Illness/Disability Leave

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

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

3. Leave of Absence

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

4. Notice of Anticipated Medical Leave

An employee must give written notice of any anticipated medical leave to his/her immediate supervisor at the earliest possible date. In all cases, and especially in cases

1 of elective surgery and similar situations, the parties will cooperate in scheduling the
2 required medical leave so as to minimize the impact of the employee's absence on the
3 Agency's responsibility to the persons and organizations being served. In the case of
4 medical leave due to pregnancy, the employee will notify her immediate supervisor no
5 later than the end of the fourth month of pregnancy. Prior to the beginning of the sixth
6 month of pregnancy, the employee, her physician and her immediate supervisor, will
7 establish the beginning date of the medical leave. Any conflicts as to the beginning date
8 of such medical leave or required revisions will be at the discretion of the employee's
9 physician and communicated as soon as possible to the employee's immediate
10 supervisor.

11
12 5. Leave Notice

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

17
18 **G. LEAVE WITHOUT PAY**

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

21
22 a. Full-Time Unpaid Leave

23 A full-time unpaid leave is one where the employee is absent on all scheduled work
24 days during an interval of time. Examples include an employee who is full-time and
25 who is on child-rearing leave for the first half of the work year or for the full work
26 year. A person who works half-time would also be on a full-time unpaid leave of
27 absence if he/she is absent on all scheduled work days for the first half of the work
28 year or full work year.

29
30 b. Partial Unpaid Leave

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

34
35 2. Appropriate Reasons for Leave

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

44
45 3. Duration

46 If such full-time unpaid leave of absence commences during the first half of the work
47 year, it shall extend to either January 2, or the end of the work year (June 30) at the
48 discretion of the employee. If such leave commences during the second half of the work
49 year, it shall extend to the end of the work year. The employee may, however, return to
50 work prior to the times indicated above if his/her position has not been covered and the
51 Associate Administrator may at his/her discretion, grant variations and/or renewals to
52 such leaves.

1 4. Leave Decisions

2 Partial unpaid leave of absence with prorated salary and benefits, for reasons identified
3 above; and/or, full or partial unpaid leave for reasons other than those identified above,
4 shall be granted or withheld at the sole discretion of the Associate Administrator.
5

6 5. Continuing Leave

7 All employees on extended unpaid leave are to notify the Associate Administrator of
8 their employment intentions for the following work year. Employees on leave must
9 provide this notification in writing no later than March 1. On or before February 1, the
10 Human Resources Office shall send to all employees on extended leave a written
11 reminder of the timelines by certified mail. Employees on leave shall be responsible for
12 providing Human Resources with a current address.
13

14 a. For those employees requesting the continuation of an unpaid leave of absence for
15 the following contract year, or portion thereof, the Associate Administrator shall
16 render a written decision on the written request no later than April 1.
17

18 b. For those employees requesting a change in employment status (number of hours in
19 their normal work year) for the following work year, the Associate Administrator
20 shall render a written decision on the written request no later than April 1.
21

22 c. If no written notice is received from an employee by March 1, it will be understood
23 that the employee does not intend to return from leave. No written notice from the
24 employee will constitute either: 1) a resignation from employment if the employee is
25 on full-time leave; or 2) a change in employment status to reflect resignation from
26 that part of employment for which the employee is on leave, if the employee is on
27 part-time leave.
28

29 6. Return to Work

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

34 **H. MILITARY LEAVE**

35 1. Employees shall be entitled to the military leave benefits provided under Section
36 29A.28, Code of Iowa, 2015, and the Federal Selective Service Act, which includes a
37 leave of absence for the period of active service without loss of seniority, salary
38 placement, and without loss of pay during the first thirty (30) days of such leave of
39 absence. Proof of service must be returned to the Human Resources Office before any
40 salary or wage reimbursement is paid.
41

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

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

50 Any employee whose military leave exceeds six (6) months shall notify the Human
51 Resources Office and return to employment within ninety (90) days after completion of
52 such military service.
53
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 through the online leave system of
4 intention to use personal leave will automatically attest that the employee is not taking the
5 leave for job interviews or outside employment. Personal leave shall be taken in increments
6 of thirty (30) minutes. A portion of unused personal leave may carry over to the following
7 year. Up to one-half of the personal leave granted for the current year is eligible for
8 carryover and may not be carried forward more than one year. The maximum personal
9 leave available in a year shall not exceed twenty-four (24) hours for full-time staff (for
10 regular part-time staff personal leave is not to exceed three work days based upon their
11 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 Associate Administrator
21 for consideration. If approved, this leave shall not be limited to in-state activities.
22

23 3. Accrual

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

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

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

37 4. CEU Reimbursement

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

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

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

1 5. Employee Input

2 Employee feedback will be considered regarding staff development needs.

3
4 6. Required Staff Development Training

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

7
8 **K. STUDY LEAVE**

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

13
14 **L. RELIGIOUS LEAVE**

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

18
19 **M. NEW EMPLOYEES AND LEAVES**

20 New employees who use personal or emergency leave, and then quit or are dismissed
21 during the first twelve (12) weeks of employment, shall have reimbursement for such
22 leaves deducted from their last paycheck(s).

23
24
25 **ARTICLE 13**
26 **INSURANCE PROVISIONS**
27

28 **A. TERMS AND CONDITIONS**

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

32
33 2. At the conclusion of Board contribution, insurance benefits may be continued at the
34 employee's own expense, subject to the conditions and regulations of the carrier.

35
36 3. During any unpaid leave, the employee shall have the opportunity to continue
37 insurance benefits at the employee's expense with the consent of the insurance carrier.

38
39 4. All terms and conditions of the provided insurance benefits, including eligibility for
40 coverage, continuation, and coverage period shall be stated in the insurance contract
41 provided by the carrier. The Agency will inform employees as to the insurance benefits
42 available to them under the terms of this Agreement within thirty (30) days after they
43 commence work. Pamphlets, booklets, documentation, etc. necessary for the employee
44 to utilize such benefits will be furnished promptly upon receipt from the respective
45 carriers.

46
47 5. Regular part-time employees hired to work at least one thousand forty (1,040) hours
48 and less than one thousand three hundred thirty (1,330) hours per work year are
49 eligible for single premium coverage for dental, health, and vision insurance on a
50 prorated basis. Restricted part-time employees hired to work less than one thousand
51 forty (1,040) hours per work year may purchase coverage at the employee's expense.

52
53 **B. COMPREHENSIVE HEALTH PLAN**

54 1. For full-time and regular part-time employees hired to work at least one thousand
55 three hundred thirty (1,330) hours each work year, the Board shall provide and pay

1 the full cost of an individual comprehensive health plan equal to the single premium of
2 an Agency-sponsored plan designated by the Agency and the Association from the plan
3 options offered by the Metro Interagency Insurance Program (MIIP). For all full-time
4 employees and regular part-time employees hired to work at least one thousand three
5 hundred thirty (1,330) hours who elect a plan policy other than single, the Board shall
6 pay an amount equal to fifty percent (50%) of the cost of family coverage under the
7 designated plan.
8

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

32 **C. DENTAL INSURANCE**

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

40 **D. TERM LIFE INSURANCE**

- 41 1. For all full-time and regular part-time employees hired to work at least one thousand
42 three hundred thirty (1,330) hours each work year, the Board shall provide and pay for
43 term life insurance in the amount of Twenty Five Thousand Dollars (\$25,000.00). With
44 the consent of the insurance carrier, employees eligible for coverage under the Twenty
45 Five Thousand Dollar (\$25,000.00) plan may elect optional additional coverage for an
46 equivalent amount available at group rates but at the employee's expense. Eligible
47 employees shall also have the additional option to purchase coverage for the
48 employee's spouse and/or for the employee's dependent children.
49
- 50 2. For all employees hired to work at least one thousand forty (1,040) hours but less than
51 one thousand three hundred thirty (1,330) hours each work year, the Board shall
52 provide and pay for term life insurance in the amount of Five Thousand Dollars
53 (\$5,000.00).
54
55

1 **E. VISION INSURANCE**

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

9 **F. WORKER'S COMPENSATION**

10 For all employees, the Board shall provide and pay for Workers' Compensation coverage,
11 as provided according to state law.
12

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

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

19 **H. TRAVEL ACCIDENT INSURANCE**

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

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

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

39 **ARTICLE 14**
40 **WAGE SCHEDULE PLACEMENT**
41

42 **A. PLACEMENT ON WAGE SCHEDULE**

- 43 1. Current Employees for 2016-17
44 a. Each current employee shall be placed in a job classification identified in ARTICLE 5:
45 JOB CLASSIFICATION.
46
- 47 b. Any employee hired prior to February 1st of any work year shall be given credit for
48 one full year of Agency employment. Any employee who works at least 50% of the
49 hours scheduled for the work year shall be given credit for one full year of Agency
50 employment.
51
- 52 c. Beginning July 1, 2014, current employees shall receive the same hourly increase
53 at least once every three years, without regard to Agency years of service. When
54 different hourly increases will be granted based on Agency years of service, the

2016-17 Classified Agreement

increase will be based on the formula outlined below. An hourly increase to the 2015-16 hourly wage will be provided as follows:

- 1) New employees in their beginning year of Agency service (staff hired between February 1 – June 30, 2016) in a bargaining unit position receive a \$.15 per hour increase, consistent with the initial placement wage of a new employee as established in APPENDIX A.
- 2) First through fifth year of continuous service (staff hired between February 1, 2011 – January 31, 2016) in a bargaining unit position receives a \$.30 per hour increase.
- 3) Sixth through tenth year of continuous service (staff hired between February 1, 2006 – January 31, 2011) in a bargaining unit position receives a \$.30 per hour increase.
- 4) Eleventh through fifteenth year of continuous service (staff hired between February 1, 2001 – January 31, 2006) in a bargaining unit position receives a \$.35 per hour increase.
- 5) Any continuous service beyond sixteen years (staff hired prior to January 31, 2001) in a bargaining unit position receives a \$.35 per hour increase.

<1	1 through 5	6 through 10	11 through 15	16 or more
\$.15 per hour	\$.30 per hour	\$.30 per hour	\$.35 per hour	\$.35 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 APPENDIX 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)
Ten (\$.10) cents hourly
 - *** Three (3) years college (Minimum of seventy-two (72) semester hours)
Eight (\$.08) cents hourly
 - *** Two (2) years college (Minimum of forty-eight (48) semester hours) or business school degree. (Minimum of eighteen (18) full weeks)
Six (\$.06) cents hourly
 - *** One (1) year college (Minimum of twenty-four (24) semester hours)
Four (\$.04) 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, 2016, shall receive a wage of \$12.55 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.

2016-17 Holidays

These holidays shall include:

2016-17 Classified Agreement

<u>HOLIDAY</u>	<u>DATE</u>
Independence Day	July 4, 2016
Labor Day	September 5, 2016
Thanksgiving Day	November 24, 2016
Friday following Thanksgiving	November 25, 2016
Winter Break	December 26, 27, 28, 29, 30, 2016, January 2, 2017
Memorial Day	May 29, 2017

- B. Eligible employees must be actively working to receive paid holidays. Paid holiday benefits for employees on extended leave of absence (31 days or more) shall be prorated based on established hours worked at the time a holiday occurs during an extended leave.
- C. New employees who take a holiday(s), and then quit or are dismissed during the first twelve (12) weeks of employment shall have reimbursement for such holidays deducted from their last paycheck(s).

ARTICLE 16
VACATIONS

A. FULL-TIME EMPLOYEES

- 1. Full-time employees who have been employed for at least one (1) year with the Agency shall be entitled to vacation benefits. Other employees shall not be eligible for paid vacation benefits. Accrual rates will be based on the employee's anniversary date of full-time employment.
- 2. Employees who resign or who are dismissed before their initial anniversary date are not entitled to vacation benefits. Employees who resign or who are dismissed after their initial anniversary date will be credited accrued vacation benefits.
- 3. Eligible employees must be actively working to accrue vacation benefits. Vacation benefits for employees on extended leave of absence (31 days or more) shall be prorated based on hours worked. As applicable, vacation benefits accrue with each pay period. The accrued rate shall be based on the following table:

<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

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

Vacation benefits will not accrue when an employee is on leave without pay.
- 5. Vacation shall be taken in increments of thirty (30) minutes.

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

2 Regular part-time and restricted part-time employees may request up to five (5) successive
3 days annually for vacation purposes. The work hours missed for this purpose must be
4 made up as assigned by the immediate supervisor. Make-up days must be accomplished
5 within the Agency's fiscal year.
6

7 **C. SCHEDULING**

8 Vacations will be scheduled by the immediate supervisor at a time that will not adversely
9 affect work schedules.
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ARTICLE 17
COMPLIANCE CLAUSES AND DURATION

A. This Agreement shall remain in full force and effect for a period of July 1, 2015, through June 30, 2018.

1. This Agreement shall be in force for all ARTICLES. The following ARTICLES will be re-opened for the 2017-18 contract year: ARTICLE 13 – Insurance Provisions; ARTICLE 14 – Wage Schedule Placement; and ARTICLE 15 – Paid Holidays.
2. Any individual agreement between the Board and an employee shall be subject to this Agreement.

B. This 2015-18 Agreement constitutes the full and complete agreement between the Agency and the Grant Wood Education Association for the 2016-17 contract year. Any matters relating to the current contract term of 2016-17, whether or not referred to in this Agreement, shall not be open for negotiation during the 2016-17 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.

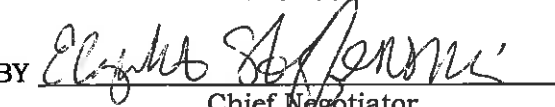
F. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Chief Negotiators, all on the 13th day of April, 2016.

GRANT WOOD EDUCATION ASSOCIATION

GRANT WOOD AREA EDUCATION AGENCY

BY 
President

BY 
President

BY 
Chief Negotiator

BY 
Chief Negotiator

APPENDIX A

2016-17 Classified Wage Placement Schedule

Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
8	16.15	16.35	16.55	16.75	16.95	17.20
7	12.95	13.15	13.35	13.55	13.75	14.00
6	12.70	12.90	13.10	13.30	13.50	13.75
5	12.45	12.65	12.85	13.05	13.25	13.50
4	12.20	12.40	12.60	12.80	13.00	13.25
3	11.95	12.15	12.35	12.55	12.75	13.00
2	11.70	11.90	12.10	12.30	12.50	12.75
1	11.45	11.65	11.85	12.05	12.25	12.50

- | | |
|--|--|
| <p>8 Accounts Payable Technician
SEMS Operator
Supt, Buildings & Grounds
Technology Systems Technician</p> <p>7 Certified Occupational Therapy
Assistant (COTA)
Data Services Technician
IMS Operator
Maintenance Technician
MIIP Administrative Assistant
Technology Center Technician</p> <p>6 Graphic Designer
Paraeducators (All)
Printing Technician
Program Associate
Secretary/Registrar
Team Leader-Circulation/Distribution</p> <p>5 Audiometrist
Health Alliance Screener
Operations Associate</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
Materials Distribution Associate</p> <p>2 No job categories at this time</p> <p>1 Bindery Worker
Clerk
Custodian
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: _____

Signature of Associate Administrator _____ Date _____

Level III

A. _____
Signature of Grievant(s) Date received by Administration

C. Decision by Administrator: _____

Signature of Administrator Date

Level IV

A. _____
Signature of Association President

B. _____
Date Submitted to Administrator