

AGREEMENT

Between

**BOARD OF EDUCATION
of the
COUNCIL BLUFFS COMMUNITY
SCHOOL DISTRICT**

and

**COMMUNICATION WORKERS
OF AMERICA**

LOCAL 7103

2010-2011

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PREAMBLE

This agreement, made and entered into by and between the COUNCIL BLUFFS COMMUNITY SCHOOL DISTRICT (hereinafter referred to as the "Board") and the COMMUNICATION WORKERS OF AMERICA (hereinafter referred to as the "Union.")

ARTICLE 1

RECOGNITION AND DEFINITIONS

Section 1.1. Bargaining Unit Defined. The Board hereby recognizes the Communication Workers of America as the certified exclusive and sole bargaining representative on behalf of and for all personnel set forth in the certification issued by the Iowa Public Employment Relations Board on November 8, 1988, in Case No. 3775. The Unit described in said certification is as follows:

INCLUDED: All employees in the following job titles:
Paraeducators, Health Associates, Personal Health Associates, Building and/or Department Secretaries, Bookkeepers, Print Shop Clerks, Support Specialist for Business and Finance, Receptionist, and Media Clerks.

EXCLUDED: All employees in the following job titles:
Executive Administrative Assistant to the Superintendent, District Bookkeeper, Administrative Assistant for Human Resources, Administrative Assistant to Executive Director of Finance, Administrative Assistant for Executive Director of Curriculum and Instruction, Administrative Assistant for Supervisor of Community Services, Administrative Assistant for Executive Director of Student Services, Employee Benefits Specialist and Payroll Specialist, and all temporary employees, and all other person excluded by Iowa Code Section 20.4.

Section 1.2. Definitions.

- (a) The terms, "Board" and "Employer," as used in this Agreement, shall mean the Board of Education of the Council Bluffs Community School District or its duly authorized representatives.
- (b) The term, "Employee," as used in this Agreement, shall mean all employees included in the bargaining unit set forth in Section 1.1 above.
- (c) The term, "Union," as used in this Agreement, shall mean the Communication Workers of America International Union or its duly authorized representatives or agents.
- (d) The term, "regular full-time employee," as used in this Agreement, shall be an employee who is assigned to work at least 35 hours per week.
- (e) The term, "regular part-time employee," as used in this Agreement, shall be an employee who is assigned to work at least 20 hours and less than 35 hours per week.
- (f) The term, "part-time employee," as used in this Agreement, shall be an employee who is assigned to work less than 20 hours per week.
- (g) The term, "probationary employee," as used in this Agreement, shall be a new employee who is serving his/her initial seventy-five days of continuous service after which his/her seniority shall date back to day of hire.

ARTICLE 2
BOARD RIGHTS

Except as limited by the specific and express terms of this Agreement, the Board, on behalf of the electors of the District, retains and reserves the right and responsibility for the proper management of the District in all of its various aspects, including but not limited to the responsibility for and the right:

- (a) To maintain executive management and administrative control of the District and its properties and facilities;
- (b) To direct, supervise, transfer, and place employees;
- (c) To establish rules and regulations and to revise, modify, or delete rules and regulations from time to time;
- (d) To determine the duties, responsibilities, and assignments of those in the bargaining unit.

It is recognized that the Board normally exercises most of its responsibilities and rights through the Superintendent and/or other members of the administrative staff.

ARTICLE 3

UNION RIGHTS AND RESPONSIBILITIES

Section 3.1. Visits by Union Representatives. Duly authorized representatives of the Union shall be permitted access to school property for the purpose of investigating and discussing grievances if they first obtain permission to do so from the building principal or supervisor, provided, however, that such representatives shall not interfere with or interrupt normal school operations. The Union agrees that its representatives, officers and members will not solicit Union membership or otherwise carry on Union activities during working hours in such a manner as to interfere with the normal operations of the District.

Section 3.2. Non-Discrimination. The employer shall not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union.

Section 3.3. Leave to Conduct Union Business. The Local Union may be permitted a total of twelve (12) days unpaid leave per contract year to carry out official business of the Union. Said leave request is subject to the Employer's approval; however, said leave is not to be unreasonably denied.

Section 3.4. Rights of Employees to Representation. Any employee is entitled to have Union representation in any discussion between the employee and representatives of the Board during which a disciplinary action against the employee may be made a matter of record.

ARTICLE 4
DUES DEDUCTION

Upon receipt of written authorization from employees covered by this Agreement, which authorization may be terminated at any time by giving thirty (30) days written notice, the Board agrees to deduct from their pay the regular pro-rata monthly union membership dues during the term of this Agreement. All expenses incurred for producing and distributing said authorization forms shall be borne by the Union.

The dues shall be deducted in equal amounts from the two paychecks issued each month and shall be forwarded to the individual designated by the Union to receive such deductions no later than twenty (20) school days after such deductions are made. The regular pro-rata monthly membership dues to be deducted from each employee will be certified in writing by the Union to the District before July 1 of each year. The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the Board under the provisions of this Article.

ARTICLE 5

NON-INTERRUPTION OF SERVICES

Section 5.1. No Interruption of Services. Neither the Union nor any employee shall directly or indirectly induce, instigate, encourage, authorize, ratify, or participate in any strike, sympathy strike, picketing, sit-down, sick-out, stay-in, slow-down, curtailment or interruption of services.

Section 5.2. No Lockout. In accordance with applicable law, during the term of this Agreement, the Board will not institute a lockout over a dispute with the Union.

Section 5.3. Union Official Responsibility. Each employee who holds a position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. Accordingly, the Union agrees to notify all Union officers and stewards of their obligation and responsibility for maintaining compliance with this Article.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. For the purposes of this Agreement, the term "grievance" shall mean a dispute or difference of opinion raised by an employee or a group of employees (filing a grievance on one issue) against the Board involving the meaning, interpretation or application of the express provisions of this Agreement. All grievances filed on behalf of one or more individuals must be signed by the aggrieved employee(s).

Section 6.2. Grievance Procedure.

Level 1: Principal or Supervisor (Informal)

The parties agree that a bona fide effort should be made to resolve a grievance informally before it is put in writing. If an employee feels that a violation, misinterpretation, or misapplication of some provision of this Agreement has occurred, he or she shall, within fifteen (15) days of the occurrence of the event, discuss the matter with the building principal or supervisor. The principal, supervisor or other person designated for this purpose by the Board shall give his/her response within five (5) school days after the presentation of the oral grievance.

Employees who work in more than one attendance center shall file a grievance with the appropriate supervisor or building principal whose action gave rise to the grievance.

Level 2: Principal or Supervisor (Formal)

If the grievance is not resolved at Level 1 and the employee wishes to appeal the grievance to Level 2, the employee shall submit the grievance in writing to his/her principal, supervisor or other person designated for this purpose by the Board within five (5) school days of the response presented at Level 1. The grievance shall present in detail all the relevant facts upon which it is based, the provision or provisions of the Agreement that are allegedly violated, and the relief requested. The principal, supervisor or other person designated for this purpose by the Board shall give his/her written answer within five (5) school days after receipt of the written grievance.

Level 3: Director of Personnel

If the grievance is not settled at Level 2 and the employee wishes to appeal the grievance to Level 3, it shall be referred in writing and signed by the aggrieved employee to the Director of Personnel or designee within five (5) school days after receipt of the answer at Level 2. The Director of Personnel or designee shall discuss the grievance with the aggrieved employee and a Union representative within ten (10) school days of the receipt of the grievance at Level 3. If no settlement is reached, the Director of Personnel or designee shall give his/her written answer within five (5) school days following such meeting.

Level 4: Superintendent of Schools

If the grievance is not settled at Level 3 and the employee wishes to appeal the grievance to Level 4, it shall be referred in writing to the Superintendent of Schools or designee within five (5) school days after the receipt of the answer at Level 3. Within ten (10) school days of the receipt of the grievance, the Superintendent of Schools or his/her designee shall indicate disposition of the grievance in writing to the aggrieved employee.

Level 5: Alternative to Binding Arbitration

If the grievance is still not settled by mutual agreement, as an alternative to binding arbitration as defined in Level 6, either party may enlist the services of the State of Iowa Public Employment Relations Board to mediate the difference, within thirty (30) days after the final response is received by the designated Union representative, from the Superintendent or designee.

If both parties agree to use the State of Iowa Public Employment Relations Board to mediate the difference as an alternative to binding arbitration, as defined in Level 6, the decision of the State of Iowa Public Employment Relations Board (hearing officer) shall be binding. Use of this step involving the services of a hearing officer from the State of Iowa Public Employment Relations Board prohibits any further action by either party of the decision rendered.

Level 6: Binding Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) school days after receipt of the Superintendent's answer at Level 4. The parties shall attempt to agree upon an arbitrator within five (5) school days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The selection of the arbitrator shall be by alternating strike, with the first striking party to be determined by a coin-flip. The remaining person shall be the arbitrator and he/she shall be notified of his/her selection by a letter within five (5) school days from the Union and the Board requesting that a time and place be set for the hearing, subject to the availability of the Union and Board representatives. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The arbitrator shall hold a hearing in Council Bluffs, Iowa, at which the Union shall present its evidence (including examination and cross-examination of witnesses), the Board its evidence (including examination and cross-examination of witnesses), and with each side having the right to present evidence in rebuttal and file a post-hearing brief.

The arbitrator, in the award opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the bargaining agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the Board and the Union. The decision must be based solely and only upon the arbitrator's interpretation of the meaning or application of the express, relevant language of the agreement. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. No liability shall accrue against the Board for a date prior to the date that the actual event which gave rise to the filing of the grievance occurred. The arbitrator shall submit in writing his/her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later. Consistent with these provisions, the award of the arbitrator shall be final and binding on the parties.

The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel and sustenance expenses, the cost of the hearing room, and a written transcript for the arbitrator if requested by the arbitrator shall be borne equally by the parties, provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

Section 6.3. Time Limits. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. For the purposes of this Article, the term "school day" shall mean any day on which employees and their principals or immediate supervisors are scheduled to work.

Section 6.4. Separate Grievance File. Grievances, responses to grievances, and appeals shall not be placed in the personnel files of any of the participants.

ARTICLE 7
SENIORITY

Section 7.1. Definition. Seniority for purposes of this Agreement shall be based on the date of continuous regular full-time employment or regular part-time employment as an employee covered by this Agreement. If two or more employees have the same number of years of employment with the District, including pro-rated part-time employment, the employee who began his/her continuous full-time employment on the earliest calendar date shall be the senior employee. If two or more employees have the same original date of employment, seniority shall be determined by drawing lots.

There shall be no seniority among probationary employees and they may be laid off, discharged, or otherwise disciplined at the sole discretion of the Board.

Section 7.2. Promotions and Vacancies. Whenever a job vacancy develops or is expected to develop in the bargaining unit, the position will be posted in a location designated by the District for five (5) working days for bid by an employee. During the summer, lists of known vacancies will be posted at the Educational Service Center, Thomas Jefferson High School, Abraham Lincoln High School and at those schools where Summer School is taught. If more than one employee in the same classification bids for the vacancy and those employees are qualified and meet district standards, the District shall select the successful applicant in accordance with the seniority principle as set forth in Section 7.1 of this Article. If no employee in the same classification who is qualified and who meets district standards applies, but an employee(s) in another classification who is qualified and who meets district standards applies, the District shall select the successful applicant in accordance with the seniority principle as set forth in Section 7.1 of this Article.

Job postings of a vacancy will include a summary of the job description, the hours, the job site, the rate of pay, and the educational prerequisite and/or experience required.

Employees outside the bargaining unit, currently employed by the Board, who fill a vacancy within the bargaining unit shall not retain the seniority accrued during his/her term of employment outside the bargaining unit.

Employees shall be permitted to make only one successful bid in any six (6) month period unless approved in advance by the Director of Personnel or his/her designee.

Section 7.3. Staff Reduction or Demotion. In the event of a reduction in working force or the need for demotion due to reduction in force or abolishment of positions within specific classifications, the reduction shall be based upon (a) the needs of the school system as determined by the Board, and (b) the affected employees' educational preparation and experience. In the event of the above qualifications being relatively equal between two or more employees, district-wide seniority within the affected classification as set forth in Section 7.1 shall govern.

Any employee terminated because of reduction in force shall have recall rights to any position within the classification from which the employee was reduced. This recall right shall be effective for a period of twenty-four (24) calendar months or length of service, whichever is less, from the date of the employee's layoff. Recall to available positions shall be given to employees in the inverse order of layoff within the classification where the vacancy exists. It is an employee's responsibility to keep his/her most recent address known to the Personnel Office.

Section 7.4. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (a) resigns, retires or is discharged; or
- (b) is absent for two (2) consecutive days without notifying their supervisor, building administrator or the personnel department at the Educational Service Center; or
- (c) does not report for work within twenty-four (24) hours after termination of an authorized leave of absence. Service broken under this Section may be re-established if the employee can show that extraordinary circumstances prevented his/her timely return; or
- (d) is laid off for a period exceeding twenty-four (24) calendar months or length of service, whichever is less.

Section 7.5. Seniority List. If requested in writing by the Union no later than December 1, a seniority list will be provided no later than December 15 of each school year.

ARTICLE 8
HOURS OF WORK

Section 8.1. Application of this Article. This article is intended to define the normal hours of work per day or per week and to provide the basis for calculation of, and payment for, overtime and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

Section 8.2. Normal Workday and Workweek. The normal workday shall consist of a maximum of eight (8) hours and the normal workweek of five (5) consecutive days; or the normal workday may consist of up to ten (10) hours and a normal workweek of four (4) consecutive days. Hours for employees shall be determined by the building principal or supervisor.

Employees covered by this Agreement may have later arrival times, earlier departure times, and be permitted to leave the building during the normal workday for personal reasons on an individual basis when approval is granted by the building principal and/or the immediate supervisor. If there is variance of the workday on a permanent basis, such variance must be consistent with Section 8.2, paragraph 1, of this Agreement and must be approved by the Director of Personnel or his/her designee.

An unpaid, duty-free lunch period shall consist of thirty (30) minutes unless otherwise specified. Under certain circumstances an employee may be required to attend to duties during the lunch period in which case the lunch period shall be paid.

Section 8.3. Workyear.

- a. Secretaries and clerk/typists employed on a twelve month basis will report to work on each workday except when they are on vacation or an approved leave day. Less than 12-month employees will report to work on each workday as set forth in the annual work calendar for each classification except when they are on an approved leave day.
- b. Principals and/or supervisors have the authority to require paraeducators to participate in and/or work during any district scheduled in-service hours during which time students are not present. When a paraeducator is required to work these specified hours, this must be reported on the timesheet.

Section 8.4. Overtime. Compensation for all work actually performed in excess of forty (40) hours per week will be paid at a rate of one and one-half (1½) times the regular hourly rate of pay or at a rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked. The employee may state a preference for compensatory time in lieu of payment as reimbursement for overtime prior to performing the work. All overtime shall be approved in advance by the Superintendent or his designee and may not be accumulated, in advance, for the express purpose of utilizing compensatory time for vacation or other planned events.

Section 8.5. Voluntary Overtime. To the extent practicable, overtime shall be voluntary. The Board may assign overtime.

ARTICLE 9

WAGES

Section 9.1. New Hires. The Director of Personnel or his/her designee shall at his/her sole discretion place a new employee at a point within the salary ranges set forth in Appendix A that reflects prior experience or training. This prior experience will be granted at a rate of fifteen cents (\$.15) per year and will not exceed three (3) years of credit. This credit shall be added to the minimum amount of the applicable wage scale as stated in Appendix A.

Section 9.2. Wages for Full-Time Employees. Every employee shall be paid in accordance with the schedule set forth in Appendix A.

For the 2010-2011 school year, effective July 1, 2010 every regular full time employee (except new employees who have not completed the probationary period as set forth in Section. 1.2 of this Agreement) shall receive no increase on his/her base hourly wage and will remain at the base hourly wage that was paid for the 2009-2010 school year, provided that the base hourly wage does not allow the employee to exceed the employee's classification hourly rate.

Section 9.3. Wages for Part-Time Employees. Employees hired on a part-time basis shall be hired at a rate twenty (20) cents per hour less than the full-time rates for all job categories, with the exception of 10½-month secretaries who are employed 30 hours or more.

For the 2010-2011 school year, effective July 1, 2010 every regular part time employee (except new employees who have not completed the probationary period as set forth in Section. 1.2 of this Agreement) shall receive no increase on his/her base hourly wage and will remain at the base hourly wage that was paid for the 2009-2010 school year, provided that the base hourly wage does not allow the employee to exceed the employee's classification hourly rate.

Section 9.4. Classification Changes.

- (a) Any employee who changes or is changed to a different work classification shall have his/her hourly rate increased or decreased by an amount equal to the difference in the lower limit of the appropriate rate.
- (b) Changes in salary resulting from a change of work classification shall become effective and be computed from the next effective pay date.

Section 9.5. Professional Standards and Certified Professional Secretary Compensation.

Effective with the 2010-2011 school year only employees hired prior to July 1, 2010 and receiving this stipend will be eligible for compensation providing they meet the following requirements

- (a) Full-time secretarial and clerical employees who successfully complete Professional Standards and Certified Professional Secretary courses shall be compensated according to the following schedule:

PSP Basic (5 classes)	\$300
PSP Associate Certificate (7 classes)	\$400
(or \$100 in addition to the Basic)	
PSP Advanced (9 classes)	\$500
(or \$100 in addition to the Associate)	
PSP Advanced II (11 classes)	\$600
(or \$100 in addition to the Advanced)	
PSP Advanced III (13 classes)	\$700
(or \$100 in addition to the Advanced II)	
Professional (BA)	\$1,000
(or \$300 in addition to the Advanced III)	

- (b) To receive the above compensation, secretarial or clerical employees must submit a letter of intent prior to July. A letter of approval from the sponsoring organization stating that all requirements have been met must be submitted to the Personnel Office before salary can be increased. A copy of the appropriate certificate will be placed in the employee's personnel file.
- (c) To maintain the above compensation, employees who have earned the specified certificates will be required to provide continued membership in the NAES. A copy of the membership card will be placed in the personnel office each year.
- (d) It shall be the responsibility of the employee to maintain a current paraeducator certification when required for a position in the district. Employees shall be responsible for complying with renewal standards as outlined by the State and to have on record with district office of Human Resources, a copy of a current paraeducator certification at all times.

Section 9.6. Longevity Compensation.

(a) Longevity shall be computed on the basis of continuous regular full-time employment and regular part-time employment with the District. Part-time employees shall not be entitled to longevity.

(b) Secretaries and paraeducators will receive compensation for longevity, i.e., continuous full-time service with the District, according to the following schedule:

<u>Years of Service</u>	<u>Additional Compensation</u>
More than 5 years but less than 9 years	65 cents hourly
More than 9 years but less than 13 years	70 cents hourly
More than 13 years but less than 17 years	75 cents hourly
More than 17 years but less than 21 years	80 cents hourly
More than 21 years	85 cents hourly

c) Longevity for all employees who qualify under this Agreement will be computed based on the number of years of full-time continuous service and/or regular part-time continuous service with the District from most recent date of hire. Longevity will be applied to the employee's compensation on the following schedule: employees celebrating the anniversary of their date of hire between January 1 and July 1 of a given year will receive the longevity increase on July 1 of the same year. Employees celebrating the anniversary of their date of hire between July 2 and December 31 of a given year will receive the longevity increase on January 1 of the following year.

HOLIDAYS

Section 10.1. Holidays.

- (a) The following are paid holidays for eligible regular full-time employees who work on a twelve-month basis:
- (1) July 4
 - (2) Labor Day
 - (3) Thanksgiving and the day after Thanksgiving
 - (4) Christmas Day
 - (5) Two (2) designated holidays between December 20 and January 4
 - (6) New Years Day
 - (7) Friday before Easter
 - (8) Memorial Day
 - (9) A floating holiday to be taken on a mutually agreeable, non-student day. School registration days shall also be excluded.
- (b) The following are paid holidays for eligible regular full-time employees who work on a ten and one-half (10½) month basis:
- (1) Labor Day
 - (2) Thanksgiving Day
 - (3) December 25
 - (4) January 1
 - (5) Friday before Easter
 - (6) Memorial Day
 - (7) A floating holiday to be taken on a mutually agreeable, non-student day. School registration days shall also be excluded.
- Ten and one-half (10½) month regular part-time employees who work thirty (30) hours or more shall be eligible for paid holidays as allowed in (b) on a pro-rated basis.
- (c) The following are paid holidays for eligible regular full-time paraeducators:
- (1) Labor Day
 - (2) Thanksgiving Day
 - (3) December 25
 - (4) January 1
 - (5) Friday before Easter

Section 10.2. Eligibility Requirements.

- (a) In order to be eligible for holiday pay, the employee must work the full scheduled working day immediately preceding and immediately following the holiday, unless the employee is excused in writing by the immediate supervisor and the Director of Personnel or designee.
- (b) At the sole discretion of the supervisor and Director of Personnel or designee, the requirement in 10.2 (a) may be waived for individuals employed in 12 month positions who request to use vacation before or after a holiday or school vacation day.

ARTICLE 11
VACATIONS

Section 11.1. Paid Vacations.

- (a) Regular full-time twelve-month employees who have been employed by the Board for a period of at least one (1) year prior to July 1st of any year, shall receive vacations during each year, calculated as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
1 year through 7 years	10 days
More than 7 years through 13 years	15 days
More than 13 years through 20 years	20 days
More than 20 years through 25 years	21 days
More than 25 years through 30 years	22 days

- (b) Regular full-time twelve-month employees hired after July 1 of any year will earn one-half (½) day of vacation for each month of employment until July 1 following one (1) year of continuous service. Regular full-time twelve-month employees will be placed on the first step of the vacation schedule above on July 1 following one (1) year of continuous service with the District. Earned vacation may be used upon successful completion of the probationary period.

Employees who have been employed by the District in a less than twelve-month position and are promoted to a twelve-month position shall be awarded pro-rata vacation in accordance with 11.1. (a). The pro-rated vacation shall be based upon seniority accrued as a continuous full-time employee.

Section 11.2. Eligibility Requirements.

- (a) In order to be eligible for full vacation pay, each regular full-time twelve-month employee must have worked a minimum of 1800 hours during the twelve (12) calendar months preceding September 1 of any year. Employees with more than one year's seniority who fail to meet the 1800 hours requirement due to legitimate illness or an approved leave of absence shall receive pro-rata vacation and vacation pay.
- (b) For employees with less than one year's seniority, credit for vacation pay shall not accrue for any month(s) in which said employee failed to work 160 hours.

Section 11.3. Vacations Do Not Accumulate. Vacations shall be taken during the year allowed and shall not accumulate. Employees who do not request a vacation period prior to the end of the ninth (9th) month (of the vacation year) shall be scheduled for a vacation by the District. The vacation shall be scheduled for them to be taken during the normal summer recess.

ARTICLE 12

LEAVES OF ABSENCE

Section 12.1. Discretionary Leave. The Board may at its discretion grant a leave of absence (either with or without salary and/or credit for experience) to any employee covered by this Agreement for any good and sufficient reason.

Section 12.2. Sick Leave.

- (a) Each employee covered by this Agreement, except probationary employees, shall be entitled to fifteen (15) days of paid sick leave per year, accumulative up to an including two hundred (200) days. Sick leave shall be interpreted to mean personal illness, injury, or quarantine at home or in the hospital and shall not include medical and dental appointments. When an employee is terminated, there shall be no compensation for unused sick leave. The Board may require a physician's statement substantiating any claim for sick leave. A day of sick leave shall be that of the employee's normal workday.
- (b) The Board may, at its expense, require any employee claiming sick leave to submit to a medical examination conducted by a physician selected by the Board to determine whether the employee is entitled to sick leave. In the event that the Board's physician concludes the employee is not medically disabled and could in fact return to work, the Board's obligation to pay sick leave to the employee shall cease provided further that the Board shall take no other disciplinary action against the employee if the employee declines to return to work during a period the employee's own physician is of the opinion that the employee is medically disabled.
- (c) Employees covered under this Agreement are entitled to paid and/or unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993.

Section 12.3. Emergency Leave.

- (a) Each regular full-time employee shall be entitled to up to ten (10) days of leave per year with pay in the event of a death or critical illness in the employee's family. Each regular part-time employee who works thirty (30) hours or more shall receive pro-rated emergency leave. For purposes of this Section, the term "family" shall include spouse, domestic partner, child, mother, father, sister, brother, grandmother, grandfather, grandchildren, foster child, child for whom the employee is the legal guardian, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, and brother-in-law. Two (2) of the above emergency days may be used for the care of a sick child, spouse, mother, father, or domestic partner. This leave is non-transferable and shall not accumulate. The Board may require verification of need for leave. Domestic partner shall be defined as a person of the opposite or same sex with whom the employee has established a legally recognized domestic partnership and who share the same permanent residence and the common necessities of life and are at least 18 years of age.

- (b) One of the above emergency days may be used each year for the funeral of a close friend or relative not covered by paragraph (a) of this Section.
- (c) Three (3) of the above emergency leave days for full time employees may be used for the adoption of a child not covered by paragraph (a) of this Section.

Section 12.4. Jury Leave. Employees covered by this Agreement who are required to serve on a jury shall suffer no loss of pay, provided they submit proof of jury duty as verified by the Clerk of Court. All jury fees excluding mileage will be deducted from the employee's wages. Employees released from jury duty either temporarily or permanently or who have finished their service as a witness shall be required to report promptly to his/her supervisor and complete any remaining hours of his/her workday if required.

Section 12.5. Personal Leave.

- (a) Each full-time employee covered by this agreement shall be entitled to twelve (12) hours of personal leave per year for the purpose of conducting business, which cannot be conducted during non-working hours.

For purposes of this Agreement, a personal leave day shall not mean a day of travel for purposes of vacation, job interviewing or a day on which the employee is paid a wage or stipend by another employer or agency for his/her services. This leave is non-transferable and shall not accumulate.

- (b) An employee must request personal leave at least three (3) days in advance of the absence, except under unusual circumstances.
- (c) Personal leave shall not be granted the day preceding or following school holidays or vacation periods, or during the first and last ten (10) days of the school year when students are in session, except in extenuating circumstances as judged by the Director of Personnel or designee.

Section 12.6. Workers' Compensation. Employees shall receive such compensation and expenses as are prescribed by the Iowa Worker's Compensation Law, supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed his/her sick leave reserve but only for that portion in excess of the compensation payment.

Section 12.7. Leave to Attend State Conventions and Workshops. The Board at its sole discretion may grant full-time employees covered by this agreement leave with pay to attend state conventions or workshops. Permission must be sought on forms provided by the Personnel Office.

Section 12.8. Conditions of Leave. Unless expressly provided to the contrary, all leaves shall be without pay. Any employee who does not report for work at the termination of an authorized leave of absence shall be considered to have voluntarily resigned.

ARTICLE 13
INSURANCE

***Section 13.1. Group Hospitalization Insurance.**

- a) The Board agrees to make available to all eligible employees who elect to be insured a group hospitalization plan. The Board contribution toward health insurance will be five hundred fifty one dollars and sixty-two cents (\$551.62) during the 2010-2011 school year for all regular full-time employees covered by this Agreement. The Board retains the right to change insurance carriers as long as the level of benefits remains substantially the same.
- b) All eligible employees shall apply the difference between the amount allowed for single coverage and the actual cost of his/her single coverage if greater, toward either the cost for dependent coverage or to the employee's salary. If the amount of this contribution is less than the single premium cost of the plan that the employee selects, the difference will be deducted from the employee's salary each month.
- c) Insurance as provided by this Agreement and subject to reasonable administrative procedures of the carrier, shall become effective on the first day the new employee is actively at work, if application is made in a timely manner and shall continue in effect until the date of termination.
- d) Pre-authorization/pre-certification procedures as provided by the insurance carrier shall be utilized by all employees.

***Section 13.1 waived for the 2009-2010 school years. Refer to Memorandum of Agreement.**

Section 13.2. Group Life Insurance. The Board will pay the premium for a convertible term group life insurance policy at an amount equal to the employee's contractual base salary, rounded to the nearest \$1,000 for each regular full-time employee covered by this Agreement during the 2009-2010 school years. This policy shall be in an amount no less than \$25,000. Supplemental employee and dependent life insurance may be offered at the employee's expense.

Section 13.3. Group Long-Term Disability. The Board will pay the premium for a group long-term disability insurance program for each regular full-time employee covered by this Agreement during the 2010-2011 school years. The Board retains the right to change insurance carriers as long as the level of benefits remains substantially the same.

Section 13.4. Flexible Spending Account. A Section 125 Plan featuring a Premium conversion account for health, dental, cancer and intensive care insurance, supplemental medical insurance premiums, a medical flexible spending account and a dependent care flexible spending account will be made available to regular employees. Employees may elect to redirect salary into any or all of the options above.

ARTICLE 14
GENERAL PROVISIONS

Section 14.1. Physical Examinations. All employees of the Council Bluffs Community School District are required to file with the Board of Education a written medical report of a physical examination by a licensed physician. This report shall be filed within six weeks of the date of employment. The Board, at its discretion, will have the exclusive right to determine the nature and the provider of the physical examination. All employees shall be reimbursed up to a maximum of \$35.00 toward the cost of the original physical examination upon employment. Actual reimbursement will be made after the employee has submitted a receipt from a licensed physician to the Personnel Office.

Section 14.2. Mileage. Employees who are required to use personal vehicles for school business shall receive an allowance equivalent to the I.R.S. established mileage reimbursement rate. Mileage will not be paid employees for going to or from work or attending Board or administrative meetings. Mileage shall be reported on forms supplied by the Business Office.

Section 14.3. Performance Evaluation. Each employee covered by this Agreement shall be evaluated at least once annually by his/her immediate supervisor. The evaluation form shall be determined by the Board. If necessary, more than one evaluation shall be conducted by the immediate supervisor.

Section 14.4. Employee Discipline. It is specifically agreed that employees may be placed on probation for a period of not less than thirty (30) days and not more than sixty (60) days. If at the completion of the probationary period an employee's performance has not improved to the satisfaction of his/her immediate supervisor, further disciplinary action may be taken at the discretion of the Board.

Section 14.5. Inclement Weather. On days of late starts and early dismissals, employees will report as soon as possible and work regular hours as much as possible. On said days, employee will be paid only for actual hours worked. Supervisors will provide opportunities for employees to make up hours missed due to extenuating circumstances under the provision that the time be mutually agreed upon and that there be no overtime implications.

ARTICLE 15

WAIVER AND ENTIRE AGREEMENT

Section 15.1. Entire Agreement. This is the complete Agreement between the parties hereto, and to the extent of any conflict, this Agreement supersedes and cancels all previous agreements between the Board and the Union or any employee, unless expressly stated to the contrary herein.

Section 15.2. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the union, for the term of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 15.3. Amendments. Any modification or supplement to this Agreement to be effective must be reduced to writing and executed by proper representatives of each party.

Section 15.4. Separability and Savings. If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified to the extent required by law.

Section 15.5. Precedence of Agreement. In the event of a conflict between a provision of this Agreement and any regulation or rule of the Board (insofar as said regulation or rule affects employees covered by this Agreement), the provision of this Agreement shall control. The Board shall take any legal action necessary to accomplish the foregoing.

ARTICLE 16

TERM OF AGREEMENT

Section 16.1. Duration. This Agreement shall be in full force and effect from July 1, 2010, to and including June 30, 2011 and shall automatically be reviewed from year to year thereafter, unless written notice of desire to terminate this Agreement is served by either party or the other on or before September 15, 2011, or on or before September 15 in any succeeding year.

Section 16.2. Re-opening. Between September 15 and November 15, 2010, the Union may notify the Board in writing of its desire to re-open the Agreement. Upon such notice being given, the duly authorized representatives designated by the parties shall meet for the purpose of negotiating in good faith all articles, sections and appendices of this Agreement for the year July 1, 2011 through and including June 30, 2012.

Between September 15 and November 15, 2011 the Union may notify the Board in writing of its desire to re-open the Agreement. Upon such notice being given, the duly authorized representatives designated by the parties shall meet for the purpose of negotiating in good faith Articles 9 and 13, Appendices A, B, C of this Agreement for the year July 1, 2012 through and including June 30, 2013.

COMMUNICATION WORKERS
OF AMERICA

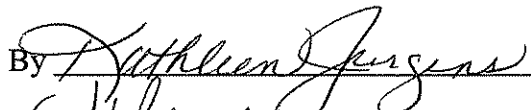
By 
Its President

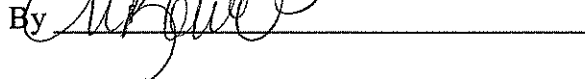
By 
Its Chief Negotiator

COUNCIL BLUFFS COMMUNITY
SCHOOLS BOARD OF EDUCATION

By 
Its President

By 
Its Chief Negotiator

By 

By 

By _____

By _____

By _____

By _____

By _____

By _____

CWA Negotiating Team Members

APPENDIX A
**Secretarial/Clerical Employees and Paraeducators/Associates Salary Ranges
 2010-2011**

I. <u>Regular Full-Time Employees</u>	<u>Minimum</u>	<u>Maximum</u>
A. High School Administrative Assistant to the Principal – 12-month Middle School Administrative Assistant to the Principal – 12-month High School Bookkeeper - 12-month Administrative Assistant for Special Education Department – 12-month Nutrition Services Administrative Assistant	\$12.33	\$16.51
<hr/>		
B. Kanesville Alternative Learning Center Administrative Assistant to the Principal – 10 ½ months Elementary School Administrative Assistant to the Principal – 10 ½ months Administrative Assistant for Supervisor of Facilities, Maintenance and Custodial Services	\$11.64	\$16.51
<hr/>		
C. Administrative Assistants for - (10½- and 12-month 30 hours or more) Curriculum and Instruction Department Technology Department Elementary Education, Secondary Education, Special Education Departments Guidance and/or Attendance Facilities Maintenance Custodial Service Department Support Specialist Finance and Business Services Department	\$11.20	\$15.78
<hr/>		
D. Paraeducator Health Associate ELL Paraeducator Library Associate Technology Associate Mobility Trainer Personal Health Associate Interventionist	\$10.71	\$14.89
<hr/>		
E. Print Shop Clerk	\$10.58	\$14.78
<hr/>		
II. <u>Regular Part-Time Employees</u>		
A. High School Administrative Assistant Middle School Administrative Assistant High School Bookkeeper Administrative Assistant for Special Education Department	\$12.13	\$16.31
<hr/>		
B. Middle School Administrative Assistant - 10½-month	\$11.44	\$15.95
<hr/>		
C. Administrative Assistant - 10½- and 12-month Secondary Guidance and/or Attendance Support Specialists Finance and Business Services Department	\$11.00	\$15.58
<hr/>		
D. Paraeducator Health Associate ELL Paraeducator Library Associate Technology Associate Mobility Trainer Personal Health Associate Interventionist	\$10.51	\$14.69
<hr/>		
E. Print Shop Clerk	\$10.38	\$14.58
<hr/>		

APPENDIX B

Schedule of Long Term Disability Benefits 2010-2011

Monthly Income Benefit: An amount equal to the lesser of:

1. 60% of your basic monthly earnings: or
2. 75% of your basic monthly earnings less any payments for that month which include but are not limited to income which an employee and his/her dependents are eligible under the Federal Social Security Act, and any accrued benefits which the employee received under IPERS or any retirement benefit plan of the school, and any Workers' or Workmen's Compensation Law; or
3. \$3,000.

Qualifying Period: Fourteen (14) days or the end of accumulated sick leave, whichever is later.

Maximum Benefit Period:

<u>Age of Disablement</u>	<u>Maximum Benefit Period</u>
61 or younger	To age 65
62	3 ½ years
63	3 years
64	2 ½ years
65	2 years
66	1 ¾ years
67	1 ½ years
68	1 ¼ years
69 or over	1 year


Minimum Monthly Benefit: \$100 or 10% of the monthly benefit before deduction for other income.

Please refer to your Long-term Income Protection booklet for complete details.

MEMORANDUM OF AGREEMENT BETWEEN
COUNCIL BLUFFS COMMUNITY SCHOOL DISTRICT
and
COMMUNICATION WORKERS OF AMERICA

WE HEREBY ENTER INTO AN AGREEMENT to waive, for the 2010-2011 school year only, Article 13, INSURANCE, Section 13.1. Group Hospitalization Insurance. For the 2010-2011 school year this Section shall read as follows:

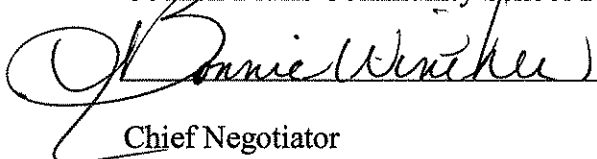
- a. The Board agrees to make available to all eligible employees a group hospitalization plan. The Board will pay up to five hundred fifty one dollars and sixty-two cents (\$551.62) per month for single coverage during the 2010-2011 school year for all regular full-time employees covered by this Agreement. The Board retains the right to change insurance carriers as long as the level of benefits remains substantially the same.
- b. All eligible employees shall apply the difference between the amount allowed for single coverage and the actual cost of his/her single coverage toward either the cost for dependent coverage or to the employee's salary. If the amount of this contribution is less than the single premium cost of the plan that the employee selects, the difference will be deducted from the employees' salary each month.
- c. Insurance, as provided by this Agreement and subject to reasonable administrative procedures of the carrier, shall become effective on the first day the new employee is actively at work, if application is made in a timely manner, and shall continue in effect until the date of termination.
- d. Pre-authorization/pre-certification procedures shall be utilized by all employees as provided by the insurance carrier.



Chief Negotiator
Council Bluffs Community School District

6-21-10

Date



Chief Negotiator
Communication Workers of America

6-21-10

Date

**MEMORANDUM OF
AGREEMENT BETWEEN
PLACEMENT OF "NON-COVERED" EMPLOYEES
ON THE SALARY SCHEDULE
WHEN TRANSFERRING TO "COVERED" POSITIONS**


The Council Bluffs Community School District Board of Directors and the Communication Workers of America agree to the following stipulation regarding the placement of "non-covered" employees on the salary schedule when transferring to "covered" positions in a lower pay grade.

- A. The pay rate of a "non-covered" employee transferring to a "covered" position in a lower pay category shall not exceed that of a more senior person in that pay category and must be based upon the transferred employees seniority.
- B. Seniority shall be defined as continuous years of service to the District.
- C. In cases where multiple employees in a pay grade have the same seniority date, the average of the base pay rates shall be determined and used as the base starting rate for the employee transferring to the new position.



President, Communication Workers of America

6-17-10
Date



Superintendent

7-1-10
Date

The above Memorandum of Agreement for placement of Exempt Employees on the Non Exempt Salary Schedule is not subject to negotiations as part of the Master Agreement.

CWA PAY DATES

2010-2011

July 15, 2010

July 30, 2010

Aug 13, 2010

Aug 31, 2010

Sept 15, 2010

Sept 30, 2010

Oct 15, 2010

Oct 29, 2010

Nov 15, 2010

Nov 30, 2010

Dec 15, 2010

Dec 29, 2010

Jan 14, 2011

Jan 31, 2011

Feb 15, 2011

Feb 28, 2011

Mar 15, 2011

Mar 31, 2011

Apr 15, 2011

Apr 29, 2011

May 13, 2011

May 31, 2011

Jun 15, 2011

Jun 30, 2011

Social Security	Employee Name (Last, First, Middle Initial)
Communications Workers of America AFL-CIO	Employee Authorization For Payroll Deduction Of Union Dues And Initiation Fee For CWA

I hereby authorize _____ to deduct from my salary or wages, sickness or disability payments, or other benefit payments or vacation payments, an amount equal to regular monthly Union dues. If for any reason _____ fails or is unable to make a deduction, I authorize _____ to make such deduction in a subsequent payroll period.

The amount equal to regular monthly Union dues shall be that which is certified to _____ by the Communications Workers of America for the bargaining unit and job in which I am employed and shall automatically be adjusted for any bargaining unit and job changes, if applicable.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

In addition, I authorize _____ to deduct from my salary, wages or other payment an amount of \$ _____ in payment of my initiation fee.

Amounts deducted in accordance with this authorization are not deductible as charitable contributions for federal income tax purposes.

Date Employee Signature

Employee Work Location 7103 Union Local **EMPLOYER COPY**

(Tear at line)

APPLICATION BLANK

Name (Mr/Mrs/Miss Ms) _____ Soc Sec No _____
(print)

Address _____
Street/PO Box/Apt or Lot # City State Zip

Communications Workers of America

I hereby request and accept membership in the COMMUNICATIONS WORKERS OF AMERICA and when accepted by the Local, agree to be bound by the Constitution of the Union and Amendments thereto and Rules and Regulation now in effect or subsequently enacted the Union and/or the Local to which I am assigned.

Date _____ Signature _____

Net Credited Seniority _____ Present Title _____

Department _____ Base/Work Location _____

Residence Telephone No _____ Representative _____

Initiation Fee \$ _____ Business Telephone No _____

Accepted Rejected Registered Voter

AUTHORIZING SIGNATURE _____

Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

LOCAL COPY