

**AGREEMENT**

between

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

and

**SERVICE EMPLOYEES**  
**INTERNATIONAL UNION**  
**LOCAL 228**

**2010-2011**

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## ARTICLE 1

### RECOGNITION AND DEFINITIONS

**Section 1.1 Bargaining Unit Defined.** The Board hereby recognizes the Union 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 October 6, 1975, in Case NO. 279. The unit described in said certification is as follows:

**INCLUDED:** All classified employees of the District, including but not limited to custodians, assistant custodians, maintenance personnel, groundskeepers, truck drivers, food service employees and all trades recognized by the board as identified in Appendix A.

**EXCLUDED:** All other employees of the District, including professional and certificated personnel, paraeducators and associates, clerical and secretarial personnel, supervisory and confidential personnel and all those excluded by chapter 20, Section 4 (2) of the 1975 Code of Iowa.

**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 representative.
- (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 Service Employees International Union, Local #228 or its duly authorized representatives or agents.

**Section 1.3. Non-Discrimination.** The Board and the Union agree not to interfere with the right of employees covered by this Agreement to become or not become members of the Union and that there shall be no discrimination against any employee covered by this Agreement because of union membership or non-membership. Membership in the Union or any other employee organization not affiliated with the District shall not be a condition of employment for any employee covered by this Agreement.

## 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.

The exercise of the foregoing rights and responsibilities shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the State of Iowa and the constitution and laws of the United States.

**ARTICLE 3**

**NON-INTERRUPTION OF SERVICES**

**Section 3.1. 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 3.2. 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.

## ARTICLE 4

### GRIEVANCE PROCEDURE

**Section 4.1. Definition of Grievance.** For purposes of this Agreement, the term “grievance” shall mean a dispute or difference of opinion raised by an employee filing a grievance on one issue against the Board involving the meaning, interpretation or application of the express provisions of this Agreement.

**Section 4.2. Grievance Procedure.** Grievances shall be handled in the following manner:

- Level 1:** The parties agree that a bona fide effort should be made to resolve a grievance at the lowest level. To this end, any employee who has a grievance shall submit it in writing to the employee’s principal, immediate supervisor or other person designated for this purpose by the Board within fifteen (15) school days after the employee had knowledge or should have had knowledge of the first occurrence of the event giving rise to the grievance. The fifteen (15) school day restriction shall not apply in matters related to wages or hourly rates. The grievance shall set forth 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, immediate supervisor or other person designated by the Board for this purpose shall give a written answer within five (5) school days after the receipt of the written grievance.
- Level 2:** If the grievance is not settled at Level 1 and the employee wishes to appeal the grievance to Level 2, it shall be referred in writing and signed by the aggrieved employee to the Director of Personnel Services or his designee within five (5) school days after receipt of the answer at Level 1. The Director of Personnel Services or his designee shall discuss the grievance with the aggrieved employee within ten (10) days of the receipt of the grievance at Level 2. If no settlement is reached, the Director of Personnel Services or his designee shall give his/her written answer within five (5) school days following such meeting.
- Level 3:** 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 to the Superintendent of Schools or designee within five (5) school days after the receipt of the answer at Level 2. Within ten (10) school days of the receipt of the grievance, the Superintendent of School or his designee shall indicate his disposition of the grievance in writing to the aggrieved employee.
- Level 4:** If the grievance is still not settled by mutual agreement as an alternative to binding arbitration as defined in Level 3, either party or its representative may enlist the services of the State of Iowa Public 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.

**Section 4.3. Time Limits.** The failure of the grievant to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. A supervisor or administrator’s failure to give a decision within the prescribed time limits shall permit the grievance to proceed to the next step. 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.

If any employee files any claim in any forum other than the grievance forum set forth in this Agreement, then the district shall not be required to process the same claim or set of facts through the grievance procedure.

**Section 4.4. Separate Grievance File.** Grievances, responses to grievances, and appeals shall not be placed in the personnel files of any of the participants.

**Section 4.5. No Reprisals.** No reprisals shall be taken by the Board or any member of the Administration against any aggrieved employee or any other participant in the grievance procedure.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work. The Administration shall solely determine whether an interference has occurred.

**Section 4.6. Rights of Representation.** Any aggrieved employee or administrator may be represented at all stages of the grievance procedure.

**ARTICLE 5**  
**HOURS OF WORK**

**Section 5.1. Application of This Article.** This Article is intended to define the normal hours of work per day or per week and provide the basis for calculation of, and payment of, 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 5.2. Normal Workday and Workweek.** The normal workday shall consist of eight (8) hours and the normal workweek of five (5) consecutive days and such additional hours as the Board deems necessary to serve the needs of the District.

**Section 5.3. 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 (1 ½) hours of compensatory time for each hour of overtime worked. All overtime shall be approved in advance by the Superintendent or designee. The employee may state a preference for compensatory time or payment as reimbursement for overtime prior to performing the work.

**Section 5.4. No Pyramiding.** Compensation shall not be paid more than once for the same hours worked or paid for under any provision of this Agreement.

**Section 5.5. Voluntary Overtime.** To the extent practicable, overtime shall be voluntary. If, however, all employees in the building and classification concerned who are qualified to do the work decline to work overtime, the Board may assign overtime to employees starting with the least senior qualified employees in the building and classification concerned.

## ARTICLE 6

### SENIORITY

#### **Section 6.1. Definition.**

- (a) Seniority for purposes of this Agreement shall be based on the date of continuous full-time employment as an employee covered by this Agreement. If two or more employees have the same number of years of continuous full-time employment at the earliest calendar date shall be the senior employee.
- (b) Effective July 1, 1986, seniority will be determined on a pro-rated basis for part-time employees.
- (c) Temporary employees shall not accrue seniority.
- (d) In the event that two employees have the same original date of employment, seniority shall be determined by drawing lots.

**Section 6.2. Probationary Period.** Each employee shall be considered a probationary employee for the first ninety (90) calendar days of continuous service, after which, seniority shall date back to date of hire. 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 6.3. Application of Seniority Principle.**

- (a) In all cases of promotions, demotions, layoffs, and recalls, seniority shall govern, except in the situation where qualifications for the position or assignment in question are not relatively equal, in which case a junior employee may be given preference. Whenever the position or assignment includes supervisory responsibilities, the Board may give first consideration to applicants with supervisory ability.
- (b) The Board's application of the principles set forth in Section 6.3 (a) shall be subject to the grievance procedure with respect to the question of whether the Board arbitrarily or capriciously concluded that two or more employees are not equally qualified for the position or assignment in question.

**Section 6.4. Promotions and Vacancies.** Whenever a job vacancy develops or is expected to develop in the bargaining unit, the job will be posted in a location designated by the District for five (5) working days, for bid by an employee in the bargaining unit. If more than one qualified employee bids for the vacancy, the District shall select the successful applicant in accordance with the seniority principle as set forth in Section 6.3 of this Article. All current employees who submit a timely bid for an opening shall be given consideration before the opening is filled. Any employee who accepts a promotion in accordance with the provisions of this Section and fails to demonstrate his/her ability to perform the work involved in not less than one month or more than three months shall be transferred to the job classification from which he/she was promoted, displacing the employee, if any, who replaced him/her, without loss of seniority. Nothing contained in this Section shall prevent the District from filling a posted vacancy for not more than three months until it can be determined whether there are applicants with the ability to perform satisfactorily the work involved, or from offering the

posted vacancy to a qualified employee who did not apply for the job, or from hiring a new qualified employee for the vacancy if there are no applicants during the period of posting, or if none of the applicants has the ability to perform the work involved satisfactorily. Employees shall not be permitted to make more than one (1) successful bid in any six (6) month period unless approved in advance by the Director of Personnel Services or his designee.

**Section 6.5. Consolidation or Elimination of Jobs.** Non-probationary employees displaced by elimination of jobs through job consolidation (combining duties of two or more jobs), the installation of new equipment and machinery, the development of new facilities, or for any other reason including layoff, shall be assigned to an opening or vacancy in an equal or lower rated labor grade. If no opening or vacancy exists, the employee shall displace the least senior employee in his labor grade. The employee so displaced on a preferential recall list.

**Section 6.6. Layoff and Recall Procedure.** In the event of a reduction in the working force of a job classification, employees shall be laid off in accordance with the seniority principle set forth in Section 6.3 of this Article. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available. Seniority and recall rights shall be terminated if the continuous period of layoff exceeds twelve (12) months. Further, it is an employee's responsibility to keep their most recent address known to the personnel office.

**Section 6.7. Temporary Transfers.** For the efficient and economical operation of the district, the District may transfer any employee temporarily from any classification to any other job classification to fill a temporary opening. Such assignment will be for duration of six (6) months or less, except in cases of serious illness of an employee. The District may also transfer any employee to another classification to fill a temporary staffing need. The employee under temporary transfer to fill a temporary vacancy or staffing need shall receive their current total hourly salary plus the difference between the lower limits of the two classifications. Temporary assignments or upgrades must be authorized in writing by a supervisor and submitted to personnel before the time sheets are forwarded to payroll.

**Section 6.8. Non-Application of Seniority Rights Within Classifications.** Seniority does not give employees any preference for particular types of work within their job classification or to places of work, machines, or equipment.

**Section 6.9. Termination of Seniority.** Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the District; or
- (d) is laid off and fails to report for work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the District may grant an extension of time to report if the employee has a justifiable reason for delay; or
- (e) does not report for work within forty-eight (48) hours after the 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

(f) retires or is retired.

**Section 6.10. Notification.** The Board will notify the Union President about the employee selected to fill a posted vacancy within four (4) school days of the selection. The Union President may request in writing the names of all applicants who have filed a bid for a posted vacancy.

**Section 6.11. Seniority List.** If requested in writing by the Union no later than January 10<sup>th</sup>, a seniority list will be provided no later than February 15<sup>th</sup> of each school year.

A protest of common error and/or omission of the seniority list accounting must be made to the District within five (5) working days from the day of providing the Union with a copy of the seniority list, otherwise the list will stand as being correct.

**WAGES AND OTHER COMPENSATION**

**Section 7.1. New Hires.** Every new employee shall be hired in accordance with the ranges for each labor grade as set forth in Appendices A and B. At its sole discretion, the Board may pay hourly rates above the minimum established in Appendices A and B to grant credit for prior related experience and/or specialized training. When a new employee completes his/her probationary period as set forth in Section 6.2. of this Agreement, he/she shall receive an automatic hourly increase of twenty (20) cents.

**Section 7.2. Wages.**

- (a) All full-time employees in labor grades 1 through 12 shall be paid in accordance with the schedule set forth in Appendices A and B. Effective July 1, 2010 all employees in the aforesaid labor grades except new employees whose service began after April 1 of any year and who have not yet completed the probationary period as set forth in Section 6.2 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.
- (b) All part-time employees in labor grades 1 through 12 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, through June 30, 2011.
- (c) All employees in all labor grades shall be classified as follow:
  - 1. Regular part-time if the employee is assigned to work at least twenty (20) hours per week but less than forty (40) hours per week.
  - 2. Full-time employee if the employee is assigned to work forty (40) hours per week.
- (d) Part-time bargaining unit employees who are scheduled thirty (30) hours or more per week shall be eligible for those fringe benefits specifically provided elsewhere in this agreement.

**Section 7.3. Night Time Differential.** All full-time employees assigned by the District who work a regularly scheduled shift which begins between the hours of 2:00 p.m. and 3:00 a.m., and who completed his/her probationary period as set forth in Section 6.2 of this Agreement shall receive an additional hourly wage of ten (.10) cents per hour. Employees working a schedule that begins between the hours of 2:00 p.m. and 3:00 p.m. and who are temporarily assigned to work a different schedule will continue to receive the differential pay of ten cents (.10) per hour. All full-time employees assigned by the District, to regularly work a five-day schedule, other than Monday through Friday each week shall receive an additional hourly wage of twenty-five (.25) cents per hour. No pyramiding will occur, employees will be eligible for one differential pay rate only.

**Section 7.4. Head Custodians and Managers.** At its sole and complete discretion, the Board may appoint (or remove) bargaining unit employees as head custodians or managers. Head custodians and food service managers shall be considered bargaining unit personnel.

**Section 7.5. Physical examinations.** All newly hired 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 of 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 7.6. Method of Salary Payment.** Employees' salaries shall be paid on the dates set forth in Appendix C. The salaries of employees working more than 30 hours per week shall be computed and divided into twenty-four (24) equal payments. The only exception to this procedure will be pay for overtime. Employees hired after July 1 shall have their salaries computed for the remaining part of the year and divided into equal payments for the remaining pay dates as set forth in Appendix C.

Employees who are scheduled to work less than 30 hours per week will be paid the hourly rate for the actual hours worked in a pay period.

**Section 7.7. Labor Grade Changes.**

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

**Section 7.8. Stipend for Boiler Operator Certificates and Child Nutrition Certification.**

- (a) Full-time employees in labor grades 1 through 6 shall receive a stipend of \$350 if they have been awarded a Certified Boiler Operator-Grade II certificate from the Iowa Association of Building and Maintenance engineers (IABME). This shall be effective the following July 1 and the stipend shall be granted for a period of three years.
- (b) Full-time employees in labor grades 1 through 6 shall receive an additional stipend of \$175 if they have been awarded a Certified Boiler Operator - Grade I certificate or Certified Boiler Technician certificate from the Iowa Association of Building and maintenance Engineers. This shall be effective the following July 1 and the stipend shall be granted for three years.
- (c) Full-time employees in labor grades 1 through 6, hired after July 1, 2005, who have completed coursework in the area of commercial heating and air conditioning systems from an accredited institution of higher learning will annually receive the following stipend upon submission of transcripts. To receive an increase in the stipend amount for the new contract year, official transcripts awarding the credit hours must be submitted to the Director of Personnel or designee by March 1 of the current contract year.

9 credit hours	\$500
15 credit hours	\$750
21 credit hours	\$1000
36 credit hours or more	\$2000

- (d) All employees who have the licenses stipulated in paragraphs (a) and (b) above as of July 1, 1987, shall maintain the present stipend on a yearly basis, contingent upon verification of successful completion of the coursework required for the stipulated certification every three (3) years. This three-year cycle shall begin July 1, 1987. State re-testing for the license(s) shall not be required.
- (e) Full-time and part-time employees in labor grades 7 through 10 who are scheduled twenty (20) hours or more per week shall receive a stipend of thirty (.30) cents per hour upon application and certification in the Iowa School Service Association

Certification Program. This stipend shall be effective at the outset of the school year following application/certification and is contingent upon the employee obtaining the program required credits during the year of application/certification. The District will pay the fee for the credits required for the employees' initial certification. This thirty (.30) cent stipend shall be maintained on a yearly basis by meeting current Iowa School Food Service requirements each year. Employees will be responsible for any fees for credits required to maintain annual certification after the initial certification has been granted. All employees who have met the initial requirements by September 1, 2010, shall receive the stipend for the 2010-2011 school year.

**Section 7.9. Lunch Hour.** Every reasonable effort shall be made to provide each employee with a duty-free lunch. Employees, as approved or requested by their supervisor to perform work during their scheduled thirty (30) minute lunch period, will be eligible for compensation. Employees may state a preference for wage compensation or compensatory time.

**Section 7.10. Longevity.** All employees will receive compensation for longevity, i.e., continuous full-time service with the district, according to the following schedule:

<u>Years of Service</u>	
More than 5 years but less than 9 years	\$.34 hourly
More than 9 years but less than 13 years	to total \$.65 hourly
More than 13 years but less than 17 years	to total \$.78 hourly
More than 17 years but less than 25 years	to total \$1.00 hourly
More than 25 years	to total \$1.13 hourly

Longevity will be computed based on the number of years of full-time continuous service with the District on July 1 of each year. 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 their 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 their longevity increase on January 1 of the following year.

**Section 7.11. Mileage.** When an employee is required by the Board in the normal course of his/her employment to use his/her personal vehicle for school business, the employee 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.

## ARTICLE 8

### HOLIDAYS

**Section 8.1. Holidays.** The following are paid holidays for eligible full-time employees:

July 4 <sup>th</sup>	Thanksgiving
Labor Day	Day after Thanksgiving
Memorial Day	Four (4) Floating Holidays
Full Day at Spring Break	

The Board shall determine the actual day on which Memorial Day will be celebrated.

The Board shall, at its discretion, designate the four (4) floating holidays during the period from December 20 through January 4 (of the following year). The Board shall also determine the date for the full day at Spring Break.

**Section 8.2. Holiday Pay.** For each such holiday, when not worked, an eligible full-time employee shall receive eight (8) hours pay at his/her regular straight time hourly rate. For each hour actually worked on a holiday, an eligible employee shall receive one and one-half (1 ½) times his/her regular straight time hourly rate of pay (plus the holiday pay for which he/she may otherwise be eligible). A holiday will count as eight (8) hours actually worked.

**Section 8.3. Eligibility requirements.** 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 his supervisor from compliance with this requirement.

**Section 8.4. Holiday During Vacation.** When a holiday fall within an eligible employee's approved vacation, he/she shall receive an additional day of vacation.

**ARTICLE 9**

**VACATIONS**

**Section 9.1. Paid Vacations.**

- (a) Full-time employees covered by this Agreement who have been employed by the Board for a period of at least one (1) year prior to July 1<sup>st</sup> of any year, shall receive vacations during each year, calculate 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) Full-time employees who have been employed by the Board for less than a year on July 1<sup>st</sup> of any year shall accrue one (1) day of vacation after completion of six (6) months of continuous employment and one (1) day each month thereafter to a maximum of five (5) days.

**Section 9.2. Eligibility Requirements.**

- (a) In order to be eligible for full vacation and full vacation pay, an employee must have worked a minimum of 1800 hours during the twelve (12) calendar months preceding July 1 of any year.
- (b) 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.
- (c) For employees with less than one year's seniority, credit for vacation and vacation pay shall not accrue for any month(s) in which said employee failed to work 144 hours.

**Section 9.3. Vacation Scheduling.** Vacations shall be scheduled insofar as practicable at times most desired by each employee, with consideration being given to the wishes of the employee in accordance with their relative length of continuous service. If the orderly performance of the services provided by the District makes it necessary to limit the number of or prohibit any employees from taking vacation at a particular time, to the extent practicable, the employee with the greatest seniority shall be given his/her choice of vacation period. Employees who have earned twenty (20) days of vacation may use up to seven (7) days of that vacation during the school year on days when students are not in school. Any employee requesting vacation during the months of June, July and August must submit their request not later than the last working day in May to the supervisor and/or building administrator. In the event the employee must change a

previously scheduled vacation, a revised vacation request must be submitted to and approved by his/her supervisor in advance. It is expressly understood that a balanced work force is required during the summer recess. All arrangements for vacation requests shall be made with the Superintendent or his designee.

**Section 9.4. 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 (9<sup>th</sup>) 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.

**Section 9.5. Vacation Rights in the Case of Separation.** Any employee with more than one (1) year of seniority separated from employment with the Board for any reason other than just cause shall be paid for any unused vacation accrued prior to the most recent July 1 accrual date.

## ARTICLE 10

### LEAVES OF ABSENCE

#### **Section 10.1. Sick Leave.**

- (a) Each bargaining unit employee covered by this Agreement shall be entitled to fifteen (15) days of paid sick leave per year, accumulative up to and including two hundred (200) days. Employees hired after July 1, 2006 shall be entitled to fifteen (15) days of paid sick leave accumulative up to one hundred eighty (180) days. Sick leave shall be interpreted to mean personal illness, injury, or quarantine at home and shall not include medical and dental appointments. When employment 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. Employees who are assigned to part-time duties for a least twenty (20) hours weekly shall be entitled to sick leave on a pro-rated basis. A four-hour employee, for example, will be entitled to fifteen (15) days of sick leave, but a day for such an employee will mean a four-hour day. Sick leave for such employees will also accumulate up to and including two hundred (200) days, i.e., four-hour days. Part-time employees hired after July 1, 2006 shall be entitled to fifteen (15) days of paid sick leave accumulative up to one hundred eighty (180) days on a pro-rated basis.
- (b) A female employee may, at her option, use accumulated sick leave for a medical disability connected with or resulting from pregnancy, as substantiated in writing by her physician.
- (c) Probationary employees shall be entitled to one (1) paid sick day per month during the period of probation, and the amount used shall be deducted from the allowed fifteen (15) days per year upon successful completion of probation.
- (d) 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 cease. 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.

#### **Section 10.2. Emergency Leave.**

- (a) Each full-time employee covered by this Agreement shall be entitled to up to ten (10) days leave per year with pay in the event of a death or critical illness in the employee's family. For purposes of this section, the term "family" shall include spouse, child, foster child, child for whom the employee is a legal guardian, mother, father, sister, brother, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law. This leave is non-transferable and shall not accumulate.
- (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) Two of the above emergency days may be used each year for the serious illness or other medical care of an employee's spouse, child, mother, father.

**Effective July 1, 2008 Section 10.2 (c)** Three of the above emergency days may be used each year for the serious illness or other medical care of an employee's spouse, child, foster child, child for whom the employee is a legal guardian, grandchild, mother or father.

**Section 10.3. 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 bargaining unit employee for any good and sufficient reason.

**Section 10.4. Jury Leave.** Employees covered by this Agreement who are required to serve on a jury shall be paid the difference between their jury fee plus additional allowances and their regular wages for the number of days required by law.

**Section 10.5. Military Leave.** Military leave shall be granted in accordance with applicable law.

**Section 10.6. Personal Leave.** 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.

**Section 10.7. Worker's Compensation.** Employees shall receive such compensation and expenses as are prescribed by the Iowa Worker's Compensation Law, which may be, at the employee's option, supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed his/her sick leave reserve. This supplemental amount shall be charged against an employee's sick leave reserve, but only for that portion in excess of the compensation payment.

**Section 10.8. Union Leave.** The Board will grant leave with pay to union officers to attend state-level workshops. During any given year the accumulative total of union leave days with pay shall not exceed ten (10) work days. The Board will not reimburse union officials for any expenses incurred while participating at such meetings or workshops.

**Section 10.9. 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 quit.

**Section 10.10. Family and Medical Leave Act.** 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.

**ARTICLE 11**  
**INSURANCE**

**Section 11.1. 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-eight dollars and two cents (\$558.02)** per month for the 2010-2011 school year for all fulltime employees covered by this Agreement. The Board will pay the full monthly cost of single coverage for PPO plan #1, #2 and #3. The Board retains the right to change insurance carriers as long as the level of benefits remains substantially the same.
- (b) For part-time employees covered by this Agreement who are scheduled for thirty (30) hours or more per week the Board will pay a pro-rata share of the actual cost of the single coverage for PPO plan #1, #2 and #3 in the amount of **five hundred fifty-eight dollars and two cents (\$558.02)** during the 2010-2011 school year, provided that amount does not exceed the total Board share for full-time employees.
- (c) 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.
- (d) 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.
- (e) Pre-authorization/pre-certification procedures shall be utilized by all employees as provided by the insurance carrier.

**Section 11.2. Group Life Insurance.** The Board will pay the premium for a convertible term life insurance policy at an amount equal to the employee's contractual base salary, rounded to the nearest \$1,000 for each full-time employee covered by this Agreement during the 2010-2011 school year. 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 11.3. Group Long-Term Disability.** The Board will pay the premium for a group long-term disability insurance program for each full-time employee covered by this Agreement during the 2010-2011 school year. The Board retains the right to change insurance carriers as long as the level of benefits as set forth in Appendix remains substantially the same.

**Section 11.4. Section 125 Plan.** A Section 125 Plan featuring a Premium conversion account for health, dental, cancer and intensive care insurance and 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.

**Section 11.5. Group Dental Insurance.** The Board will pay the monthly premium for the 2010-2011 school year for single coverage for each full-time employee covered by this Agreement. The actual cost of the monthly premium for the 2010-2011 school year is \$26.09.

**ARTICLE 12**

**GENERAL PROVISIONS**

**Section 12.1. Posting of Union Materials.** The head custodian and the individual in charge of Food Services, together with building principal, will make arrangements for the positing of Union materials in the appropriate locations.

**Section 12.2. Employee Discipline.**

- (a) 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 building principal or other person designated for this purpose by the Board, such an employee will be terminated.
- (b) An employee may be represented by the union at an investigatory interview with his/her supervisor when the employee reasonably believes that the interview may lead to a disciplinary action.

**Section 12.3. Gender.** All references to employees in this Agreement designated both sexes, and wherever the male or female gender is used; it shall be construed to include male and female employees.

**Section 12.4. Emergency Days.** Food service employees who are scheduled to report to work at 6:30 a.m. will be paid at least one hour's wages if the announcement to cancel classes is made on the radio station KFAB (Omaha) after 6:00 a.m. on such days and if the employee reports to work.

**ARTICLE 13**

**SAVINGS AND SEPARABILITY**

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law; provided that in such event all other provisions of this Agreement shall continue in effect.

## ARTICLE 14

### EFFECTIVE AGREEMENT

**Section 14.1. Entire Agreement.** The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties, canceling any and all prior commitments, written or oral, between the parties. The terms and conditions of the Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment.

**Section 14.2. 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically 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 14.3. 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 by this Agreement), the provision of this Agreement shall control. The Board shall take any legal action necessary to accomplish the foregoing.

**ARTICLE 15**

**DUES DEDUCTION**

Upon receipt of written authorization (set forth in Appendix F) 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. Said authorization forms are to be received by July 1 for current employees. Authorization forms for employees who begin after July 1 must be received by the employer before February 1 in order to qualify under this Article. All expenses incurred for producing and distributing said authorization forms shall be borne by the Union.

The dues shall be deducted from the paycheck issued each pay period and shall be forwarded to the individual designated by the Union to receive such deduction no later than twenty (20) school days after such deductions are made. The regular pro-rata monthly membership dues to be deducted for 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 16**  
**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 Article 7 and 11 and Appendices A through D and F only for the year July 1, 2012 through June 30, 2013.

Between September 15 and November 15, 2012, 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 of the salaries, articles, sections and appendices of the Agreement for the year July 1, 2013 through and including June 30, 2014.

All other Articles or Sections not specifically addressed in this proposal are proposed at current contract.

The Board proposes to update all applicable dates to reflect the agreement for the 2010-2011 school year.

ARTICLE 17

TERM OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2010, to and including June 30, 2011, and shall automatically be renewed from year to year thereafter, unless written notice of desire to terminate this Agreement is served by either party between September 15 and November 15, 2010, or between September 15 and November 15 of any succeeding year.

IN WITNESS WHEREOF, the parties hereto have caused agreement to be signed by their respective chief negotiators and their presidents and their signatures placed thereon, all on this 22 day of June, 2010.

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL #228

BY [Signature]  
Its President

BY [Signature]  
Its Chief Negotiator

COUNCIL BLUFFS COMMUNITY SCHOOLS  
BOARD OF EDUCATION

BY [Signature]  
Its President

BY [Signature]  
Its Chief Negotiator

**APPENDIX A**

**Custodial/Maintenance/Trades Salary Ranges  
2010-2011**

<b>Labor Grade</b>	<b>General Description</b>	<b>Salary Per Hour</b>
1	Assistant Custodian Truck Driver Warehouse Helper	\$11.38 - \$15.57
2	Head Custodian I System-wide Maintenance Warehouse Assistant Night Head Custodian II Truck Driver II	\$11.62 - \$15.95
3	Head Custodian II	\$12.01 - \$16.36
4	Head Custodian III Night Head Custodian III	\$12.44 - \$16.71
5	Trades Recognized by the Board of Education: Carpenter, Journeyman Electrician, Journeyman Plumber, Painter, Locksmith/Glazier, Mechanic Millwright/Welder, HVAC Technician	\$13.16 - \$22.19
6	High School Head Custodian Warehouse Manager	\$14.27 - \$20.12

Part-time Employees – Salary Range: \$10.07 - \$12.62 per hour

**APPENDIX B**

**Food Service Salary Ranges  
2010-2011**

<b>Labor Grade</b>	<b>General Description</b>	<b>Salary Per Hour</b>
7	Cook/Server	\$9.84 - \$13.92
8	Satellite Manager I	\$10.09 - \$14.20
9	Assistant Manager	\$10.36 - \$14.48
10	Manager Computer Coordinator Satellite Manager II	\$10.72 - \$15.80
10	Single Unit Manager in Central Bakery or a High School	\$11.09 - \$16.07
12	Multi Unit Manager	\$11.46 - \$16.34

Part-time Employees – Salary Range: \$9.69 - \$13.56 per hour

**APPENDIX C**

**SEIU  
Pay Date Schedule  
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, 2010  
Jan 31, 2010  
Feb 15, 2010  
Feb 28, 2010  
Mar 15, 2010  
Mar 31, 2010  
Apr 15, 2010  
Apr 29, 2010  
May 13, 2010  
May 31, 2010  
Jun 15, 2010  
Jun 30, 2010

**APPENDIX D**

**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. \$2,500.

**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	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 or over	12 months

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

**APPENDIX E**

**Dues Check-Off Authorization Form**

I hereby authorize and direct the Council Bluffs Community School District to deduct annually from the wages earned by me or to be earned by me the prevailing dues as certified by the financial officer of the Service Employees International Union, Local #228 (hereinafter called the Union) in twenty-four (24) equal installments in payment of professional dues to the Union. Said payroll deductions shall begin July 1<sup>st</sup> each year and shall be remitted monthly to the Union. New member deductions shall begin upon enrollment. This authorization is good unless canceled in writing by giving thirty (30) days written notice to the Board and is good for any changes in dues that may be authorized and certified by the Union.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the Board and all of its officers, representatives or agents from any liability thereof.

NAME (Please Print): \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street/Apt or Lot #/PO Box/RRD) (City) (State) (Zip)

SCHOOL : \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



