

**2019-2024
Master Agreement
between
the
Edgewood-Colesburg
Classified Association
and
the
Edgewood-Colesburg
Community School District**

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Article 1---Preamble

The Board of Education of the Edgewood-Colesburg School District, hereinafter referred to as the Board, and the Edgewood-Colesburg Classified Association, hereinafter referred to as the Association, agree as follows:

Article 2---Definitions

A. Representative

The Edgewood-Colesburg Classified Association, an affiliate of the Iowa State Education Association and the National Education Association, is the certified bargaining representative for all persons employed by the Board of Education of the Edgewood-Colesburg Community School District as set forth in the certification instrument issued by the Public Employment Relations Board on the 23rd day of January, 1998, (Case No. 5786), whether on written contract or on leave.

The bargaining unit described in the above certification is as follows:

All full-time and part-time bus drivers, bus mechanics and grounds keepers, custodians, secretaries, teacher aides, and kitchen staff (other than those excluded below).

Excluded: Superintendent, superintendent's secretary, secretary to Board of Education, building principals, substitute teachers, classroom teachers, guidance counselors, professional certified librarian, nurse, food service director, assistant food service director, other certified personnel and all others excluded by Section 4 of the Act.

B. Board

The terms "Board", "District" or "employer" as used in the Agreement shall mean the Board of Education of the Edgewood-Colesburg Community School District and/or its duly authorized representative(s) or agent(s).

C. Employee

The term "employee" as used in this Agreement, shall mean a (all) person (s) represented by the Edgewood-Colesburg Classified Association as members of the bargaining unit as defined and certified by the Public Employment Relations Board.

D. Association

The term "Association" as used in this Agreement, shall mean the Edgewood-Colesburg Classified Association and/or its duly authorized representative(s) or agent(s).

Article 3---Grievance Procedure

1. Grievance

A “grievance” is a claim that there has been a violation, misinterpretation or misapplication of this agreement.

2. Aggrieved Person

An “aggrieved person” is any employee or group of employees, including the Association, making the complaint.

3. Party in Interest

“Party in Interest” is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the complaint. Anyone who shall be a party in interest shall be bound by any and all decisions rendered herein.

4. Day

The term “days” as used in this Article and this Agreement, shall mean calendar days, except for Saturdays, Sundays, school district-observed legal holidays and school vacation days. Summer break is not considered “vacation days.”

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems arising from this agreement, which may from time to time affect employees. Both parties agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Procedure

- A. Every aggrieved person covered by this agreement shall have the right to present grievances in accordance with these procedures.
- B. A grievant may be represented at all pre-arbitration levels of the grievance procedure by himself/herself or, at his/her option by an Association representative(s) selected by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- C. Class grievances involving more than one supervisor or grievances involving an administrator above the building level may be filed by the Association at Level II.
- D. The failure of an aggrieved person, persons and or the Association to act on any grievance within the described time limits will act as a bar to any further appeal and an administrator’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement in writing.
- E. It is agreed that any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or classified staff.

Steps

Level One---Principal or immediate supervisor (informal)

Within ten (10) calendar days after the alleged violation, the aggrieved person shall first discuss the grievance with the person’s principal or immediate supervisor.

Level Two-Principal (formal)

If the aggrieved person is not satisfied with the grievance disposition in Step One and would like to proceed to the next step, that person shall submit a written grievance to the principal within five (5) calendar days of the informal discussion. The written grievance shall state the nature of the grievance, specific contract clause violated and the remedy requested. The principal shall make a written response to the employee within five (5) calendar days after the grievance is formally filed.

With the written permission of the grievant, the principal shall submit a copy of the grievance and the response to the Association, on a form prescribed by the Association and approved by the Board.

Level Three-Superintendent

If the aggrieved person is not satisfied with the formal disposition in Step One and would like to proceed to the next step, that person shall file within five (5) calendar days after the receipt of the Level Two written response, the grievance in writing to the superintendent for consideration. The superintendent shall arrange for a conference with the grievant, which shall take place within five (5) calendar days of the superintendent's receipt of the grievance.

With the written permission of the grievant, the Association shall be allowed to participate in a representative capacity for the grievant. The Association shall have the right to include in the conference such witnesses and representatives as it deems necessary to develop facts pertinent to the grievance.

Upon conclusion of the conference, the superintendent shall make a written response within ten (10) calendar days.

Level Four---Arbitration

If the grievance is not satisfactorily resolved at Level Three, there shall be available a fourth step of impartial binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grievant to the superintendent within twenty (20) calendar days from the receipt of the Level Three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, Iowa Public Employment Relations Board, will be requested to provide a panel of five (5) arbitrators. Each of the two parties will alternately strike one name from the panel until only one name shall remain.

The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

Expenses for the arbitrator's service shall be borne equally by the District and the Association.

The arbitrator's opinion shall not amend, modify, nullify, ignore or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in hearing and/or in writing by the District and the Association. The decision must be based solely and only upon the arbitrator's interpretation of the meaning or application of the expressed relevant language of the Agreement.

The arbitrator shall decide all substantive and procedural arbitrability issues arising under this agreement.

Miscellaneous

All documents, communications and/or records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Article 4---Sick Leave

Employees shall be granted leave of absence for personal illness or injury at full pay at the following accumulative benefits rate:

1. 1st year of employment----- 10 days
2. 2nd year of employment----- 11 days
3. 3rd year of employment----- 12 days
4. 4th year of employment ----- 13 days
5. 5th year of employment----- 14 days
6. 6th year and subsequent years of
employment-----15 days

The above number of days shall apply to consecutive years of employment in the school district. Unused portions shall be cumulative to a maximum of 180 days for employees that were employed prior to the start of the July 1, 1985 employment year. For employees hired thereafter, unused sick leave may be accumulated up to a maximum of 120 days, which includes the current year as part of the maximum accumulation.

These sick leave days shall be credited to the employee as of the first official day of employment or school year, whichever comes first, when the employee reports for duty.

Family and personal medical/dental appointments shall be considered as sick leave. Such appointments shall be scheduled outside of work hours whenever possible.

Sick leave accumulated during periods of part-time employment shall be pro-rated according to the percentage that such part-time employee is in proportion to full-time employment.

Employees shall be able to check through time clock system the number of accumulated sick leave days no later than September 15 of each school year. Protests to, errors in or omissions of the employee's account of accumulated sick leave must be made to the District within thirty (30) days from the date the employee received notification of the written accounting of accumulated sick leave. If no protests are made within this thirty (30) day period, the accumulated sick leave days shall be considered accurate for that year and no further appeal or grievance will be permitted.

Article 5---Other Leaves of Absence

A. Personal

Employees shall be granted personal leave at full pay for personal business. This shall not exceed three (3) days and cannot be accumulated from year to year. Personal leave may be granted on the basis of hourly increments.

Personal leave shall be pro-rated according to the percentage of employment such part-time employment is in proportion to full-time employment.

An employee planning to use a personal leave day or days, shall notify the building principal at least three (3) days in advance, except in cases of emergency, then as soon as possible. Personal leave may be allowed on the day before or the day immediately following a holiday or vacation period with the approval of the superintendent (this is not subject to Article 3, Grievance Procedures). The superintendent or designee may limit the number of employees taking personal leave on any given day based on the following: No more than two (2) personal days per secondary or elementary building be granted in advance for one given day. Request will be granted based on the chronological order of their receipt. Use of personal leave shall be specially prohibited during any form of work stoppage.

B. Immediate Family Illness

Employees shall be granted immediate family illness with full pay for immediate family members (spouse, children, mother, father, mother-in-law, father-in-law and grandchildren) not to exceed five (5) days per year.

Family illness leave shall be pro-rated according to the percentage of employment such part-time employment is in proportion to full-time employment.

C. Bereavement

Employees shall be granted five (5) days per year at full pay for funerals. In the event of a death of an employee, student or others closely related to the school district, leave may be mutually agreed upon by the employee and the superintendent without loss of pay.

Bereavement leave shall be pro-rated according to the percentage of employment such part-time employment is in proportion to full-time employment.

D. Jury and Legal

Employees shall be excused for jury duty. The difference between the employee's salary and the compensation paid for jury duty shall be paid by the District. If jury duty dismisses before the end of the employee's regular workday, the employee must return to his/her employment for the remainder of the workday.

E. Association

Up to three (3) working days shall be available to the Association for the purpose of attending conferences, conventions or committee meetings sponsored by the Association. A written request shall be presented to the administration at least five (5) working days before the request is granted. Association days shall not be charged to an employee's individual leave and cannot be accumulated. The Association shall be responsible for all expenses associated with said employee leave.

F. Professional

Leave days with pay may be granted for attendance at professional conferences, workshops or conventions subject to Board approval. Applications by employees who desire to use such

professional leave shall be filed with the building principal or immediate supervisor. The Board shall reimburse registration, travel and lodging at such a professional conference to include both working and non-working days.

G. Unpaid

Other temporary leaves of absences without pay may be granted by the superintendent for good reason. A request for such leave shall be submitted in writing by the employee at least ten (10) days prior to the start of the requested leave. A written reply shall be returned to the employee at least five (5) days prior to the start of the requested leave.

H. Extended

An employee who is unable to work because of personal illness, disability or death of a member of the immediate family and who has exhausted all leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the contract year. Such leave may be renewed each year upon written request by the employee and upon approval of that request by the Board.

I. Family and Medical Leave Act

Employees are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions set forth in the Act.

Article 6---Holidays and Vacation

A. Paid Holidays

The Board shall provide the following paid holidays for employees. Less than full-time employees shall receive a pro-rata amount of paid holidays.

Twelve (12) month contract

New Year's Day

Good Friday

Memorial Day

July 4th

Labor Day

Thanksgiving

Christmas (2 days)

Nine and one-half (9 1/2) month---eleven (11) month contract

New Year's Day

Good Friday

Memorial Day (when school is in session beyond Memorial Day)

Labor Day

Thanksgiving

Christmas (2 days)

Nine (9) month contract (25-40 hours per week)

New Year's Day

Good Friday

Memorial Day (when school is in session beyond Memorial Day)

Labor Day

Thanksgiving

Christmas Day

Nine (9) month contract (less than 25 hours per week)

New Year's Day

Thanksgiving

Christmas Day

Bus drivers shall receive three (3) holidays (New Year's Day, Thanksgiving and Christmas) at their regular daily rate of pay.

B. Vacation Periods

1. Schedule

Full-time, twelve (12) month employees shall accrue vacation according to the following schedule:

1-10 years of employment-----ten (10) days per year

11-20 years of employment-----fifteen (15) days per year

over 20 years of employment----twenty (20) days per year

Article 7---Health and Safety Matters

A. Physical Examinations

Bus drivers shall have a physical examination every two (2) years, or that which is required by the Department of Education. The District shall pay the current rate for a physical at the Edgewood Clinic for the bus driver physical.

B. Protective Devices

Employees shall wear safety equipment provided by the employer. The employee shall wear such equipment in a proper manner.

C. Unsafe and Hazardous Conditions

Employees shall report unsafe and/or hazardous conditions in writing to their immediate supervisor on a form developed by the District.

Article 8---Probationary Period

All new employees shall be subject to the serving of a probationary period that shall be considered as part of the examining process.

A. The probationary period for all employees shall be sixty (60) working days.

B. Probationary employees may be separated for any cause by the District during the probationary period without appeal. The District may discharge a probationary employee without notice to the Association.

C. Probationary employees shall not be entitled to any provisions or fringe benefits under the terms of this Agreement but will be able to accrue those benefits back to their date of hire once the probationary period has been completed.

Article 9---Hours of Work

A. Workday

The work day and work week of the employee will be determined by the employee's supervisor and may be changed as the need arises.

B. Lunch Period

Employees working six (6) or more hours per day will receive a thirty (30) minute unpaid duty free lunch subject to scheduling changes and unplanned interruptions.

C. Overtime

The work week shall include the days of Monday through Sunday. Overtime shall be paid according to the Fair Labor Standards Act.

D. Bus Trips

Regular bus drivers who desire extra trips shall notify their immediate supervisor who will place their names on a roster based on seniority. Such roster will include (in order), the names of regularly employed bus drivers, substitute bus drivers and members of another bargaining unit within the school district. If a bus driver is next in line for an extra trip and refuses the offer, the opportunity will be given to the next name on the list. If the extra trip conflicts with the driver's regularly scheduled route, it shall be the driver's choice as to whether or not he/she will take the extra trip in lieu of the regularly scheduled route and if the District determines a suitable replacement is available. The driver shall be compensated for the route or the trip driven.

E. Break Time

The District will provide a ten (10) minute break for each employee that works more than three and one-half (3 1/2) hours.

F. Substitute Kitchen Help

If a substitute is needed in the kitchen, current staff will have the first opportunity to take those hours. Seniority will be used to determine who has the first opportunity to take the extra time.

G. Make-Up Time

In the event of the District delays the start of school day or shortens the length of the regular scheduled school day for reasons including, but not limited to, professional development for teachers or for weather related conditions, para-professionals shall be allowed to voluntarily make-up those hours lost. Para-professionals shall assist the teachers in their classrooms until their lost hours are made up for the school year. Lost hours can be made up either during or after the school year up to the last contracted day for professional staff. Para-professionals will be directed by building principal. Building principal will need to be notified two (2) days in advance.

Article 10---Wages

A. Regular Salary Schedule

All employees shall be paid according to their proper job classification and placement on the regular salary schedule set forth in Schedule A.

B. Placement of New Hires

A new hire shall be placed on the salary schedule as determined by the District.

C. Advancement on Salary Schedule

Employees properly placed on the regular salary schedule shall be granted one (1) step on the schedule for each year of service until the maximum for their job classification has been reached. A year of service consists of employment in the District for one hundred twenty (120) or more days in one employment year.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in equal installments on the fifth (5th) and twentieth (20th) of each month by direct deposit to a bank of the employee's choice.

a. Holidays and Weekends

When a pay date falls on or during a holiday; Saturday or Sunday, employees shall receive their paychecks on the last previous working day.

b. Final School Year Pay

An employee working fewer than twelve (12) months shall receive his/her contracted salary at the next pay period following the last day of employment.

E. Certified Aide Classification

All aides who complete the requirements for Iowa's voluntary certification program for paraprofessionals, and maintain that certification with necessary renewals, will be considered a "certified aide" and placed appropriately on Schedule A. All aides who have acquired an associates degree (AA or AS) or higher will be considered "degreed aides" and placed appropriately on Schedule A.

Employees planning to move to the Certified or Degreed Aide classification shall file suitable documentation of completion of the Certified Aide requirements no later than twenty (20) days after the beginning of the school year. Pay adjustments shall be retroactive to the beginning of the school year.

H. Uniform Allowance for Food Service Employees

The district shall pay \$125 per year as a uniform allowance for each food service employee.

I. Certified Food Service Employees

Food service employees who gain certification shall be granted an additional \$.05/hour.

Article 11---Separability Clause and Duration

A. Compliance

This Agreement replaces and supersedes any and all other verbal or written agreements or previous practices between the parties. The Association and the employer acknowledge that the understandings and agreements arrived at between the parties in this agreement have been arrived at voluntarily and unqualifiedly. The Agreement cancels any and all previous practices between the parties and this Agreement shall solely set forth all understandings and agreements between parties.

B. Printing Agreement

A copy of this Agreement shall be provided to the Board after the completion of negotiations. The District will do typing of the Agreement. The Board agrees to reproduce one copy of the Agreement for each member of the bargaining unit plus ten (10) copies for the Association.

C. Duration Period

This Agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2024.

D. Signature Clause

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on this **12th day of March 2019.**

Edgewood-Colesburg Classified Assoc.
Association

Edgewood-Colesburg CSD
Board of Education

By: _____
President

By: _____
President

By: _____
Chief Negotiator

By: _____
Chief Negotiator

GRIEVANCE FORM

Distribution of Form

- 1. Association
- 2. Employee
- 3. Employer

_____ **Step 1: Meeting Date**

_____ **Step 2: Date Filed**

Grievant(s): _____

.....

Step 2

A. Date Violation Occurred: _____

B. Section(s) of Contract Violated: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature: _____ Date: _____

E. Disposition by Principal or Immediate Supervisor: _____

Signature of Principal
or Immediate Supervisor: _____ Date: _____

Step 3

A. Signature of Grievant: _____ **Date:** _____

B. Disposition by Superintendent or Designee: _____

Signature of Superintendent: _____ **Date:** _____

.....

Step 4

A. Signature of Association Representative: _____

B. Date Submitted to Arbitration: _____

SCHEDULE A

2020-2021 Edgewood-Colesburg Classified Association

	0	1	2	3	4	5	6	7	8	
Secretaries	13.42	13.57	13.72	13.87	14.02	14.17	14.32	14.47	14.62	*
Custodians	13.42	13.57	13.72	13.87	14.02	14.17	14.32	14.47	14.62	
Aides	12.32	12.47	12.62	12.77	12.92	13.07	13.22	13.37	13.52	
Certified Aides	12.52	12.67	12.82	12.97	13.12	13.27	13.42	13.57	13.72	*
Degreed Aides	12.57	12.72	12.87	13.02	13.17	13.32	13.47	13.62	13.77	#
Bus Mechanic	14.82	14.97	15.12	15.27	15.42	15.57	15.72	15.87	16.02	
Bus Drivers(per month)	1303.10	1310.60	1318.10	1325.60	1333.10	1340.60	1348.10	1355.60	1363.10	
Cooks	11.85	12.05	12.25	12.45	12.65	12.85	13.05	13.25	13.45	
Servers	11.65	11.85	12.05	12.25	12.45	12.65	12.85	13.05	13.25	#

Head positions receive \$0.75 per hour above their corresponding lanes.
Step movement will be 1 step per year.

At the beginning of the 16th year of service through the 20th year in the District, the employee will receive an additional \$.25 per hour added to their base rate of pay. At the beginning of the 16th year of service through the 20th year in the District, the bus drivers will receive an additional \$25.00 per month added to their base rate of pay.

At the beginning of the 21st year of service through the 25th year in the District, the employee will receive an additional \$.30 per hour added to their base rate of pay. At the beginning of the 21st year of service through the 25th year in the District, the bus drivers will receive an additional \$30.00 per month added to their base rate of pay.

At the beginning of the 26th year of service in the District, the employee will receive an additional \$.35 per hour added to their base rate of pay. At the beginning of the 26th year of service in the District, the bus drivers will receive an additional \$35.00 per month added to their base rate of pay.

The District may hire new employees above step 0.
All employees are placed on the salary schedule.

Other Driving Rates:

Suburban routes	\$27.55 per day or \$13.78 per trip
Extra Miles based on 52 miles	\$13.41 per mile
Shuttles-Colesburg	\$17.24 per day
Shuttles-Edgewood	\$15.45 per day
Out of District-Special Ed	\$ 0.62 per mile
Shuttles-Long	\$30.62 per trip

Shuttles-Half	\$16.34 per trip
Activity Shuttle	\$12.00 per trip
Activity Trips/Field Trips	\$14.00 per hour
Bus Inspection	\$13.00 per hour
Drug/alcohol test – Colesburg	\$30.00 per trip
Drug/alcohol test – Edgewood	\$20.00 per trip
Drug/alcohol test – in district	\$ 5.00 per test
No show or minimum run	\$13.00 per trip
Substitute bus run-no shuttle	\$23.00 per trip
After 10 days (same route)	\$22.00 per trip
Substitute bus run w/shuttle	\$28.00 per trip
After 10 day (same route)	\$30.00 per trip
Kinderwood stop	\$ 0.30 per trip