

SUPPORT STAFF

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CHARLES CITY COMMUNITY SCHOOL DISTRICT

AND THE

**CHARLES CITY COMMUNITY SCHOOL DISTRICT
EDUCATIONAL SERVICES ASSOCIATION/ISEA**

2024-2025

2024-2025

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ARTICLE 1: DEFINITIONS

SECTION

1.1 Definitions

As used in this agreement:

1. "Employer" means the Board of Education of the Charles City Community School District, or its duly authorized representatives.
2. "Employee" means all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) in Case Numbers #2627 and #2628.
3. "Union" means the Charles City Community School District Educational Services Association / ISEA (CCCSDESA/ISEA) or its duly authorized representatives.
4. "District" means the Charles City Community School District.
5. "Superintendent" means the Superintendent or his designee.
6. "Principal" means the Principal and, in his absence, the Acting Principal designated by the Superintendent.
7. "Supervisor" means those persons employed by the Employer, and excluded from said bargaining unit, who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate, or process grievances of other employees or have the responsibility to make recommendations thereon. (The Director of Buildings and Grounds, Director of Transportation, and the Director of School Food Services are Supervisors.) 'Supervisor' also means an Acting Supervisor or other person designated by the Superintendent.
8. A "12-month Employee" means an employee who is regularly scheduled to work twelve (12) consecutive months.
9. A "Full-Time Employee" means an employee who is regularly scheduled to work not less than thirty (30) hours per week.
10. A Part-Time Employee who is regularly scheduled to work less than thirty (30) hours per week.
11. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.
12. "Department" means:
 - A) Food Service
 - B) Buildings and Grounds
 - C) Transportation
 - D) Library Aide/ Educational Secretary
 - E) Instructional Assistants
13. "Classification" means the levels within a department.

ARTICLE 2: WAGES

SECTION

2.1 WAGE INCREASE

1. The base wages of each employee for 2022-2023 shall be established in accordance with the following salary schedules. For 2022-2023, salary schedule wages will be increased by \$1.00 at each step. For 2023-2024, salary schedule wages will be increased by \$.50-cents at each step. For 2024-2025, salary schedule wages will be increased by \$.50-cents at each step. Wages will be reopened for negotiations for 2025-2026 and 2026-2027.

FOOD SERVICE

<u>CLASSIFICATION</u>	<u>STARTING</u>	<u>STEP I</u>	<u>STEP II</u>	<u>LONGEVITY STEP I</u>	<u>LONGEVITY STEP II</u>
A-1 General Worker	\$16.07	16.48	\$17.46	\$17.71	\$17.86
*A-2 Manager	16.59	16.99	17.98	18.23	18.38

Food Service employees regularly scheduled to work four (4) or more hours daily will have lunch provided at no cost.

Ten cents (\$.10) per hour to each Food Service employee certified by the Iowa School Food Service Association and who continue to earn fifteen (15) credits each three years.

BUILDING AND GROUNDS

<u>CLASSIFICATION</u>	<u>STARTING</u>	<u>STEP I</u>	<u>STEP II</u>	<u>LONGEVITY</u>
B Grounds Worker	\$17.12	\$17.22	\$18.27	*SEE BELOW
B-1 2 nd Shift Custodian	19.07	19.18	20.21	
B-2 Day Custodian/ Deliveryman	18.82	18.93	19.96	
B-3 ** Maintenance Man	19.13	19.25	20.26	
B-4 * Head Custodian	19.59	19.71	20.71	
B-5** Groundskeeper	19.34	19.46	20.46	
B-6HVAC	23.06	23.18	24.18	

*Head custodians at each building will receive an additional 50 cents per hour.

** The Maintenance Man and Groundskeeper classifications will receive an additional .75 cents per hour for each of four (4) certifications/licenses received in asbestos, basic electrical, roof inspection and applicator license.

TRANSPORTATION

<u>CLASSIFICATION</u>	<u>STARTING</u>	<u>STEP I</u>	<u>STEP II</u>	<u>LONGEVITY</u>
*C-1 PT Activity Driver	NA	NA	\$17.71	* SEE BELOW
** C-2 PT Route Driver	\$19.25	\$19.35	\$20.11	
*** C-3 Mechanic	\$20.78	\$20.88	\$21.88	

*Part time route drivers who give up their regular route for activity driving will receive their regular route drivers pay first up to two hours then the activity rate will be applied to the rest of the trip. \$7.00 meal allowance paid when required to be on duty during meal time on out-of-district trips. Meal time will be 11:00 A.M. to 1:00 P.M.; 5:00 P.M. to 7:00 P.M. and, 6:00 A.M. to 8:00 A.M.

** Will be paid for a minimum of 1.3 hours per trip.

*** The Mechanic classification will receive an additional .75cents per hour for each of four (4) certifications completed in diesel exhaust fluid (DEF), LP bus training, Bendix (air brakes), and bus camera installation and operation.

NON-INSTRUCTIONAL AIDES AND CLERICAL

<u>CLASSIFICATION</u>	<u>STARTING</u>	<u>STEP I</u>	<u>STEP II</u>	<u>LONGEVITY</u>
D Library Aide/ Educational Secretary	\$17.39	\$17.66	\$18.66	* SEE BELOW

<u>CLASSIFICATION</u>	<u>STARTING</u>	<u>STEP I</u>	<u>STEP II</u>	<u>LONGEVITY</u>
E Instructional Assistants	\$17.39	\$17.66	\$18.66	* SEE BELOW

FOOTNOTE:

An employee who is promoted to Manager, or Head Custodian, will receive fifty percent (50%) of the difference between said employee's current salary and the top pay of the higher wage scale on the first day of work at the new classification. Sixty (60) working days later, said employee will move to the top of that wage scale.

Employees bidding into a new classification will receive their current salary for the first forty (40) working days. Following the 40-day period they move to the appropriate salary based upon their classification and step.

2.2 WAGE PROGRESSION

Employees shall advance from the starting wage to Step I six (6) months after the last date of hire and to Step II eighteen (18) months after the last date of hire.

*Employees will receive a longevity increase of one dollar (\$1.00) added to their wage after the completion of their fifth (5th) year. An additional one dollar (\$1.00) longevity increase will be added every five (5) years the employee remains continuously employed. (Employees are not grandfathered in for previous 5-year periods of experience when implemented for 2022-23. Employees will be eligible for longevity when they reach the next five-year tier).

The Longevity Step I was added for 1989-90 and each employee is eligible after ten (10) years or more from the last date of hire. The Longevity Step II was added for 1997-98 and each employee is eligible after twenty (20) years or more from the last date of hire.

2.3 NEW JOB CLASSIFICATION

When any job or position listed on the Wage Schedule is established, the employer may designate a job classification and rate structure for the job or position. In the event the Union does not agree that the classification and a rate are proper, the Union shall have the right to submit the issue as a grievance, only as to the rate of pay, at Step 3 of the grievance procedure.

2.4 PROBATIONARY PERIOD

There shall be a probationary period of ninety (90) working days for all new employees. Probationary employees may be terminated for any reason. They shall be paid as provided in this article.

2.5 PAY PERIOD - PAY DAY

The pay period will be two (2) consecutive work weeks. Pay day will be the next Friday after the end of the pay period, except where payment is delayed because of weather, computer breakdown, or other causes beyond the employer's control. All employees will receive their paycheck by direct deposit. A payroll summary (check stub) will be sent to each employee via school email or e-mail during the year and mailed or emailed to their home during the summer.

2.6 PAY OPTIONS

All employees shall have the option of saving part of their wages. A 9-month employee may deduct an amount from their bi-weekly salary from September through May. If requested by the employee, the Business Office will estimate the amount by dividing the employee's estimated annual salary by 26 bi-weekly pay periods. The employee shall complete the Authorization Agreement for Direct Deposit and add a 2nd account to deposit the wages so they can be accessed during June, July, and August.

All employees, except 12-month employees, shall have the option of receiving their pay over 9 or 12 months. A request for pay of 12 months must be submitted in writing to the Central Office prior to the first pay period of the school year. All choices will be irrevocable for the remainder of the year. Bi-weekly salary will be estimated by dividing the employee's annual salary by 26 bi-weekly pay periods. Adjustments will be made in the months of June, July and August.

ARTICLE 3: OVERTIME AND EXTRA DUTY

SECTION

3.1 RATE OF PAY

1. Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours. An employee performing work, with the prior authorization of such employee's supervisor, in excess of forty (40) hours per work week will be compensated for such overtime with pay at one and one-half times plus shift premium, if applicable. Shift premium is not included for computation of overtime pay.
2. Time and one-half will be paid for all work performed on Saturday and Sunday, except those employees whose regular work week is Tuesday through Saturday.
3. Time and one-half for all work performed on Sunday for employees whose work week begins on Tuesday.
4. For the purpose of '1' and '2' above, the shift premium, if applicable, will apply. For activity drivers, Saturday work shall be paid at the regular hourly rate of pay while all Sunday work shall be paid at one and one-half times the employee's regular hourly rate of pay. For Food Service, see Article 4.9.

3.2 WORK IN DIFFERENT JOBS

When an employee works in two or more different types or classification of jobs in the same work week, the employee will be paid for authorized overtime hours at a rate of one and one-half times of the averaged hourly rate.

3.3 DISTRIBUTION

1. The employer will determine the amount of overtime and extra work to be done at any time in any department and the employee will perform such work.
2. Overtime for all employees shall be distributed on a rotational basis with the employee possessing the greatest seniority to be offered the first available overtime each school year; then if that employee refuses it shall be offered to the next senior employee. This will continue until an employee accepts the overtime work. The least senior employee in the building will automatically be assigned the work if everyone else in the building declines the work. When overtime becomes available the next time, it shall be offered to the employee immediately less senior than the person who last worked the overtime.
3. Overtime shall be allocated within the following units:

bus drivers	- district-wide
custodians	- building-wide
cooks	- building wide
clerical and non-	- building-wide within area
instructional aides	of assignment
instructional aides	- within classroom

3.4 EXTRA DUTY

1. Volunteers: If the district determines that it does not have sufficient non-employee volunteers, extra duty assignments of employees will be voluntary and will be made from a list of volunteers. If the district cannot find

anyone from the volunteer list to work, they will have the right to assign the duty.

2. Employees will be compensated \$30.00 per assignment for all extra duty on a regular workday and \$35.00 per event on non-work-days. For events that last longer than three (3) hours, the employee will be compensated at the rate of \$8.00 per hour for each additional hour or part of an hour worked. Length of service at any given event will be determined by the principal or activities director.
3. Employees will be required to work (1) one extra duty assignment in exchange for one (1) adult athletic pass or up to (4) four extra duty passes in exchange for four (4) adult or student athletic passes for their immediate family. If the employee wants passes, the employee must sign up to work events prior to September 1.
4. Employees shall submit extra duty hours for payment monthly and will be reimbursed with the next possible payroll.
5. Every reasonable effort shall be made to place a reminder of such assignments in the employee's school email twenty-four (24) hours in advance.

ARTICLE 4: EMPLOYEE HOURS

SECTION

4.1 CONSECUTIVE HOURS

The hours of work for each workday will be consecutive except for break periods ("coffee breaks") and meal periods. However, irregular and non-consecutive hours may be scheduled by the employer when reasonably required for its operations, and such scheduling shall not be made arbitrarily.

4.2 WORK WEEK

1. The week for pay purposes will commence at 12:01 A.M. on Sunday and end at midnight the following Saturday.
2. The normal work week for twelve month employees shall be five (5) consecutive eight (8) hour days, Monday through Friday. However, different hours may be scheduled when reasonably required by the employer's operations.
3. The normal work week for full-time employees shall be five (5) consecutive days, Monday through Friday, at hours determined to be reasonable in the discretion of the employer. However, different hours may be scheduled when reasonably required by the employer's operations.
4. Part-Time employees shall work such hours per day and per week as the employer may determine.
5. CANCELLATIONS - Employees shall not suffer a loss of income as a result of school being canceled for students. If school is canceled for students and rescheduled for makeup at a later date, employees will work the makeup date and be paid at that time. Employees will be paid their regular daily wages for the first three (3) days of school cancellation and not made up at a later date. If any additional student days are canceled and not scheduled for makeup beyond the three (3) paid non-makeup days, employees will have the option to either come to work, if it is safe, on the canceled day or schedule mutually convenient time to make up any hours missed with their campus senior leadership, or the employee may choose not to work or make up the hours and will not be paid. Any makeup hours must not result in overtime pay and must be completed on or before June 15th.
6. LATE START - If the District determines there will be an unscheduled late start for school, employees will have the option of reporting for work at their regular starting time or reporting for work at the delayed starting time. If the employee chooses to report for work at his/her regular starting time, the District will provide suitable work for the employee and the employee will be paid for the hours they actually work until their quitting time. If the employee chooses to report for work at the late starting time, the employee will be paid only for the hours they actually work after the time of their arrival and until their quitting time.
7. EARLY OUT - If the District determines that school will be dismissed early and the early dismissal is unscheduled, employees will have the option of remaining at work until their regular quitting time or leaving work at their early dismissal time. If the employee chooses to remain at work until his/her regular quitting time, the District will provide suitable work for the employee and the employee will be paid for the hours they actually work until their quitting time. If the employee chooses to leave work at the early dismissal time, the employee will be paid only for the hours they actually work after the time of their arrival and until the time of the early dismissal.

4.3 STARTING TIMES

1. Food Service Department:

The employer, in its reasonable discretion, may vary the starting time and quitting time for any employee by one hour, and provided, further, it may vary such times greater than one hour when reasonably required for the employer's operations. In case of a late start day, all employees except those with breakfast responsibilities, will work and be paid their regular hours if lunch is served.

2. Buildings and Grounds Department:

The normal starting times for most, but not all, employees in the Buildings and Grounds Department are:

- a. 7:00 A.M. for the first shift.
- b. 3:00 P.M. for the second shift. The said starting and quitting times may be varied in the employer's discretion by one hour and, further, may have greater variance when reasonably required for the employer's operations.
- c. Head Custodians at the Middle School and High School buildings shall have starting times to be set at the discretion of the Buildings and Grounds Director.

3. Transportation Department:

The starting and quitting time for an employee in the Transportation Department will be as determined in the employer's discretion.

4. Aides and Clerical Department:

The normal starting time, except for a part-time employee, will be 7:30 A.M., provided, however, that the employer, in its discretion, may vary the starting and quitting times for any employee by one hour before or after the usual times and, further, may vary such times greater than one hour as reasonably required for the employer's operations.

4.4 BREAK PERIODS

Full-time employees will be provided one 15-minute break period during each one-half shift. Employees working between three and up to but not including six hours per day, will be granted one 15-minute period. Employees working less than three hours will not be entitled to a break period. This section does not apply to part-time drivers. An employee required to work two hours or more overtime will be entitled to a fifteen minute break period.

4.5 MEAL PERIOD

An employee, other than a part-time employee, will be granted an unpaid lunch period of 30 minutes, scheduled as is reasonably feasible at the middle of each shift, but such lunch period may be staggered by the employer. If requested, meals will be provided to the employee at the employee's expense (except food service employees regularly scheduled to work four (4) or more hours daily will have lunch provided at no cost) on those days, and only at those times, that meals are regularly prepared for students. An employee required by the employer to work during the employee's lunch period will be paid for

such lunch period at the employee's regular hourly rate of pay. Such a paid lunch period will be counted as hours worked for overtime pay.

4.6 WORK UNAVAILABLE

If no work is available at the time such employee reports for work, he shall be excused from duty and paid for two hours of work at the appropriate rate, either straight time hourly rate or overtime rate, whichever may be applicable, provided, however, whether or not work is available will be determined at the employer's discretion.

4.7 CALL IN PAY - WORK OUTSIDE REGULAR HOURS

1. An employee will receive \$1.00 per hour pay for time on-call for the Building & Grounds Department. During the on-call period which will normally be 11:30 p.m. to 5:30 a.m. and weekends/ holidays the employee must carry a District issued phone and be within 30 miles of Charles City. One person will be on-call at a time and will be responsible for building checks (if needed) and responding to calls from any of the District locations during an alarm or building usage event question. If a call can be resolved over the phone, there will be no additional pay for the response. These hours will not be used in the calculation of overtime.
2. A twelve (12) month employee or a full-time employee, other than a bus driver, called to work outside of such employee's regularly scheduled hours of work on any work-day and outside of on-call times shall be paid for a minimum of two (2) hours at the employee's regular overtime hourly rate although the employee may work less than two (2) hours. The hours actually worked will be counted in determining whether or not the employee has worked in excess of forty (40) hours in any work week. Hours not actually worked will be counted for the purpose of determining overtime pay for hours worked in excess of forty (40) hours in any work week.
3. This article applies only after an employee has completed such an employee's regular workday. It does not apply when an employee's workday commences prior to his usual hours of work, for example: A custodian called to work prior to his usual starting time because of a snow storm will not have hours deducted from his regular work. The employer reserves the right to determine the employee's workday as to starting and quitting times different than those in the posted schedule when necessary or desirable for the operation of the school system.
4. Scheduled building checks and/or responding to on-call events shall be paid for at the applicable overtime rate for a minimum of one (1) hour.
5. A bus driver will be paid for two (2) hours at the applicable rate if scheduled for an activity trip that is subsequently canceled and proper notification has not been given to said employee.

4.8 FOOD SERVICE - EXTRA DUTY

For School and Non-School Related Activities - Food service employees shall receive regular pay on those days worked when the teaching staff has workshops and/or other meetings. When such employees are required to work beyond 2:30 p.m., they shall be paid the shift premium. If such employees are required to serve or prepare extra dinners and work in excess of eight (8) hours in any work day, such employees will be paid for this overtime at the rate of one and one-half times the regular hourly rate of pay and then paid the shift premium.

ARTICLE 5: WORK YEAR (HOLIDAYS & VACATIONS)

SECTION

5.1 Holidays

1. A 12-month employee will be paid such employee's regular hourly rate of pay for these holidays: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Martin Luther King Day, and Independence Day. Martin Luther King Day may be used as a floating holiday if work is required on the actual day of the holiday. The term "holiday" as used in this agreement means only these holidays.
2. All full and part-time 9-month employees will be paid such employee's regular hourly rate of pay for these holidays: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, and Martin Luther King Day.

5.2 Substitute Holiday

If any holiday should fall on Saturday or Sunday, the preceding Friday, or the following Monday, in the Superintendent's discretion, will be considered such a holiday.

5.3 Premium Pay

An eligible 12-month employee required to work on a holiday or a day designated as a holiday will be paid premium pay of one and one-half times the employee's hourly rate in addition to the holiday pay for all hours worked. Such premium pay will not be used in computing overtime pay.

5.4 Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

1. The employee would have been scheduled to work on such a day if it had not been observed as a holiday unless the employee is on a scheduled day off, vacation day, or extended sick leave.
2. The employee worked his last scheduled work day prior to the holiday unless he is excused by the employer, or such employee is absent for any reasonable purpose. The employer and the Union shall mutually agree upon reasonable purpose in each case.
3. If a holiday is observed on an employee's scheduled day off or during the employee's vacation, such employee shall be paid for the unworked holiday.

5.5 ELIGIBILITY AND ALLOWANCE

For a twelve (12) month employee, the following schedule will apply:

1. As used in this agreement, vacation year means the fiscal year July 1 to June 30.
2. New employees hired during the fiscal year will accumulate one day for each two months of service not to exceed five days during the year.
3. After the first partial year, employees will accrue vacation as of July 1st. If an employee leaves during the year, the district will prorate the year's vacation based upon language in article 5.6 and make any necessary adjustments on their final paycheck.

1 st partial year	Prorated using formula 5.1.2
First full year	5 days
Years 2 – 6	10 days
Years 7 – 14	15 days
15 years or more	20 days

Such years of employment must be continuous. Only 12-month employees shall be eligible for vacations.

5.6 VACATION PERIOD

Such vacations will be scheduled during the summer months between the Monday following the last day of school and the two weeks prior to the first professional learning and/or work days for teachers in August. Such scheduling shall be completed by May 15th. Vacations scheduled throughout the school year will be subject to the following guidelines.

1. No vacations will be scheduled during the two (2) week period prior to the first professional learning and/or work day for teachers in August. Exceptions may be granted by mutual agreement between the employee and the Superintendent or his or her designee.
2. Two employees from each department may be on vacation during any one period. Exceptions may be granted with mutual agreement between the employee and the Superintendent or his/her designee.
3. The exchange of vacation periods by employees is permissible with mutual agreement of both parties. A written record of said exchange on the form provided by the employer is required.
4. The employer reserves the right to restrict vacations under emergency circumstances.
5. Seniority will govern in the selection of vacation periods as determined by June 1. There will be no bumping after June 1.
6. Requests received after June 1 will be honored on a first-come, first-served basis with a one (1) week notice to the employer.
7. All vacation must be used by June 30 of the year in which it is earned. Vacation cannot be carried over into the next year.

5.7 HOLIDAY DURING VACATION

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one additional workday. An employee eligible for holiday pay, except for the vacation, will be paid the holiday as provided in this agreement.

5.8 VACATION PAY

Vacation pay will be at the employee's regular straight time hourly rate in effect at the time the employee is scheduled for such vacation.

5.9 WORK DURING VACATION

An employee who is required to work during such an employee's scheduled vacation period will be paid for such hours worked at a rate of time and one-half for such employee's regular straight time hourly rate of pay. The employee's vacation with pay will be rescheduled to a mutually agreeable time.

5.10 VACATION RIGHTS IN CASE OF LAY-OFFS OR TERMINATIONS

An employee who quits or is laid off, discharged, retired, or terminated from the service of the employer for any reason, prior to taking such employee's vacation, will be compensated for the unused vacation such employee has accumulated at the rate of one-twelfth of the vacation for each month worked for a year for which no vacation has been taken. Vacation rights for a fractional part of a month will be determined on a pro-rata basis. In the event of the death of an employee, such accumulated vacation pay will be paid to the employee's written designated beneficiary and if no such designation has been made, then to the employee's estate.

This section does not apply to probationary employees.

ARTICLE 6: HEALTH & SAFETY

SECTION

6.1 PHYSICAL EXAMINATIONS

1. Applicants for Employment

An applicant for employment shall furnish to the employer, at the applicant's expense, a physical examination report on the form provided by the employer.

2. Employees

Each employee shall have a physical examination at such times as may be reasonably required by the employer. The physical examination report shall be on the form provided by the employer.

3. Payment

The employer shall pay the entire costs of any and all physical examinations required to maintain employment with the employer after the initial applicant examination when such is performed by an employer designated doctor or group of doctors.

Should the employee desire to be examined by a doctor not so designated, the employer will pay up to thirty-five (35) dollars for such examination upon suitable documentation furnished to the employer.

4. Bus Driver physicals

Bus drivers will be required to have a physical examination as often as is required by State law, rule, or regulation. The employer's form for such an examination will be used. In any year in which the bus driver is not required to have a physical examination, the bus driver will have the option of having a physical examination and the employer will pay the same amount for such optional physical examination as it does for the required examination.

5. Leaves of Absence

An employee returning from a leave of absence may be required by the employer to submit a doctor's statement prior to being reassigned to work. The employer will pay the cost of obtaining such a statement except a leave of absence for sickness or injury.

6.2 WELLNESS PROGRAM

1. Should the District choose to provide a wellness program, it shall be voluntary and at no cost to the employee. All personal information with respect to individual employees shall be handled in strictest confidence.

2. The District shall make available a blood draw at no cost for all employees.

3. The District shall make available a yearly flu shot at no cost for all employees.

6.3 REASONABLE CARE

1. The Board will use reasonable and ordinary care to provide the employee with a safe place to work and safe equipment to work with - such equipment will be as has been provided in the past.

2. All employees shall endeavor to be alert to all practices, equipment, or conditions, and to report any unsafe practices, equipment, or conditions to their immediate supervisor or building principal.

6.4 BOMB SEARCH

1. No employee shall be required to search for a bomb.

6.5 EMERGENCY SITUATIONS

1. In the event of an emergency, the employee shall inform the immediate supervisor or building administrator.

6.6 FIRST AID

1. In the event that first aid must be rendered, employees shall be required to provide assistance only to their degree of competence.

ARTICLE 7: SICK LEAVE

SECTION

7.1 PERSONAL ILLNESS OR INJURY

1. Sick leave days may be used in either full or one-half day units for physical or mental personal illness, bodily injury, medically related disabilities, including disabilities resulting from pregnancy or childbirth, or contagious disease;
 - a. which require the employee's confinement
 - b. which render the employee unable to perform assigned duties
 - c. when performance of assigned duties would jeopardize the employee's health or recover, or
 - d. which require medical appointments or examinations.
 - e. regularly scheduled doctor and dentist appointments will be limited to half day increments unless prior approval is granted by the building principal or appropriate director upon a showing of need due to time and/or location of appointment, unexpected length of stay at doctor's office or hospital, etc. However, if the employee schedules the doctor or dental appointment at the beginning or end of the employee's work day and the appointment requires the employee's absence for one (1) hour or less, then no time shall be charged against the employee's sick leave.
2. Sick leave shall be accumulated at fifteen (15) days per year up to a maximum of one-hundred thirty-five (135) days. The employee must have continuous service with the employer. During such continuous service, unused sick leave shall accumulate to the credit of the employee until a maximum of one-hundred thirty-five (135) days is attained. All employees may use such sick leave for the current year before using such accumulated leave.
 - a. An employee that has accumulated at least thirty (30) days of sick leave may elect to convert twelve (12) sick days into one (1) additional personal day for the current year. The employee must let the district know in writing by October 1 if he or she intends to convert 12 sick days into 1 additional personal day. Only one conversion of 12 days can be made per year, resulting in one additional personal day per year.
 - b. If an employee begins the school year with 10 personal days, they are ineligible to convert sick days into personal days.
 - c. All accumulated sick leave is deposited into the sick bank upon termination of the employee.
3. The board may, at its discretion and acting through the Superintendent, request a doctor's statement of the inability to perform the usual assignment. When requested and unfurnished, an amount equal to the pay for one day of service shall be deducted for each day of unexcused absence.
4. All accumulated sick leave is forfeited upon termination of the employee.
5. An employee laid off (reduction in staff) who has the right of recall does not accrue sick leave and at time of recall will be credited the same accumulated sick leave as such employee had at time of layoff.

6. Present employees shall be credited with all unused sick leave.
7. In the event that an employee qualifies for weekly compensation benefits under the Iowa Workers Compensation Law for such on-the-job injury, the employee shall elect whether to supplement workers compensation benefits with sick leave benefits and deduct one full day for any and all days missed. If the employee does not choose to supplement their workers compensation benefits the employer will not deduct sick leave benefits.
8. An employee may use up to twelve (12) weeks of the employee's available leave as paid leave due to medical disability related to pregnancy, childbirth, or a related condition or to care for the child after birth as maternity leave. The employee must submit a request to the superintendent no later than two (2) weeks prior to the use of paid maternity leave, unless an unplanned or emergent situation arises as determined solely by the superintendent. No paid leave will be deducted if an employee is not required to report to work. A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed one year. If an extended leave of absence is anticipated, a request for leave shall be filed with the Superintendent thirty (30) days prior to the anticipated absence, except in extenuating or emergent situations as determined solely by the superintendent. If the leave taken pursuant to this section also qualifies as Family Medical Leave Act (FMLA) leave, then the paid leave shall run concurrent with FMLA leave.

If an employee has less than 8 weeks of accumulated leave for maternity, they may access the employee sick bank for an amount up to 8 weeks, less their current accumulated leave (leave includes sick days, personal days, and family illness days).

9. If an employee uses a full day of personal illness leave and if the length of the school day on which such leave is used is shortened by the District, then the employee will be paid for the number of hours that he or she would have worked on that shortened day and the employee's leave entitlement will be reduced on the following basis:

If the length of the shortened day is $\frac{1}{2}$ or less of the employee's scheduled day, then one-half day of leave shall be deducted, and if the length of the shortened day is more than $\frac{1}{2}$ of the employee's scheduled hours, then one full day of leave shall be deducted.

10. Adoption Leave

- a. An employee may use up to (five) 5 days of paid sick leave to complete adoption procedures.
- b. If pre-approved by the superintendent, an additional twenty-five (25) days of available paid leave will be granted after the adoption of a child for the purpose of caring for and bonding with the child. Available leave can include sick leave, family medical leave, or personal days.
- c. Spouses may take a combined thirty (30) days of sick leave for the adoption of a child.
- d. All applicable paid leave must be used for adoption leave.

7.2 LEAVE FOR INJURY ON THE JOB DUE TO VIOLENCE

A school employee who is injured in the course of employment resulting from an episode of violence toward that employee, if entitled to workers compensation benefits, shall have those benefits supplemented by the district to the extent of providing full pay and benefits during the period the employee is disabled and incapable of employment not to exceed one year. During this period of leave the employee shall be required to use accumulated sick leave or

vacation. Medical verification of the eligibility for this leave may be requested by the employer and made a condition of receipt of the leave.

7.3 EMPLOYEE ACTION WHEN SICK LEAVE IS EXHAUSTED

If the leave available to the employee under 7.1, 7.2 or 8.9 is exhausted, an employee must either resign if he/she is not intending to return to work or make an application to the Board for a leave of absence without pay for a specified period of time not to exceed six weeks. If the employee fails to follow through with action under this provision he/she will be terminated ten (10) days after written notification of this failure to comply.

CHARLES CITY SICK BANK

A sick leave bank shall be established for all employees of the Charles City Community School District. The single district sick bank accepts donations and requests for usage from all classifications of employees.

Any unused sick days from an employee who is retiring or resigning will automatically be submitted to the sick bank. Individual carry-over days, beyond the 135 days at the end of the school year, will be deposited into the sick bank. The sick leave bank will not have a limit to the number of days that can be donated or accumulated. Any donated and unused days in the bank will carry-over in full from year to year.

When an employee has exhausted all of their accumulated personal illness days, and has a catastrophic personal or family illness that requires leave, they may request the use of additional leave days from the sick leave bank. An employee can request up to a maximum of twenty (20) days in any one request. An individual approved for use of the sick leave bank may make an additional request if the previously approved amount of days is exhausted and additional leave is necessary. Requests will be made in writing to the administrator stating the reason for requesting days and the number of days requested. This will go to the superintendent for final approval. If a sick bank request is denied by administration, the employee may request an appeal. The employee can make an appeal request in writing to the superintendent. The superintendent will convene a committee that includes the superintendent, one administrator not previously involved in the decision, one representative selected by the school board, one representative selected by the teacher's association and one representative selected by the support staff association. This 5-person committee will discuss the request and make a decision on approval or denial. The decision of the committee will be final.

ARTICLE 8: LEAVES OF ABSENCE

SECTION

8.1 ELIGIBILITY

An employee will be eligible for a leave of absence after completing such an employee's probation period.

8.2 APPLICATION

1. An employee must complete a request for approval of absence from school duties on such form as provided by the employer for all absences. This form must be completed at least five (5) days prior to the date of absence whenever possible, except for family illness or death or as otherwise provided in this article.
2. Written authorization for a leave of absence will be furnished to the employee. Any request for a leave of absence will be answered promptly as follows:
 - (a) Requests for immediate leave shall be submitted within the first hour of the shift and shall be answered before the end of the shift. Should circumstances arise during the shift, allowances shall be made and the applicable leave shall be granted.
 - (b) A request for a short leave of absence, that is a leave of absence not exceeding two weeks, will be answered within five (5) days.
 - (c) A request for an extended leave of absence, that is a leave of absence exceeding two weeks, will be answered within ten (10) days.
3. If an employee expects to return to the assignment, the employee must notify the employee's supervisor of such intention by no later than 4:00 p.m. on the previous day. If the employee does not give the required notification of intent to return and a substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay for this will be deducted from the employee's salary.

8.3 SENIORITY

A vacancy is not created when an employee is on an approved leave of absence. An employee on an approved leave of absence will accrue seniority and will be returned to the same position the employee held at the time the leave was granted.

8.4 PERSONAL LEAVE (RANDOM DAYS)

1. Two (2) full days, or four (4) half days, either consecutive or non-consecutive, will be granted upon request, with pay to all employees.

The employee may use a half personal day on a scheduled half day of school. However, if the employee has requested a half personal day on an unscheduled early out or late start day, the employee will be paid their regular hourly rate for normal hours worked for a half personal day. If the employee has requested a whole personal day on an early out or late start day, the employee shall be paid their regular hourly rate for normal hours worked for a whole personal day.

2. Such leave shall not be requested during the last week before school ends unless with approval of the supervisor.

3. Employees may accumulate unused personal leave from one year to the next year to a maximum of eight (8) days in any one year. After a day has been accumulated it cannot be cashed in. Days earned in the current contract year shall be used first. Only these two days shall be eligible for payment if unused at year's end for continuing employees. An employee that is resigning or retiring will receive full payment for all unused personal days.

Personal leave may be denied if the absence will leave the building unattended by regular building custodial staff.

Unused personal leave may be accumulated at a rate of one day for each full day not used for half day for each half day not used. Days may be accumulated to a maximum of eight and no more than eight days may be taken in any one year

An employee may elect to be paid for unused personal days, in lieu of accumulating them, per diem. The employee must notify the employer of his/her desire for this option by the end of the school year.

8.5 BEREAVEMENT LEAVE

1. Employees shall be granted up to five (5) working days absence, in case of the death of father, mother, sibling, husband, wife, child, step-child proposed adopted child living in the home, parent-in-law, son or daughter-in-law, brother or sister-in-law, spouse's brother or sister-in-law, employee's grandmother, grandfather, or grandchild. Such leave will be with pay at the employee's regular hourly rate for only the actual hours the employee was scheduled to work. The leave referred to in this subsection is granted per occurrence.
2. In case of death of an employee's aunt, uncle, nephew, niece, or cousin, up to two (2) days shall be granted. Such leave will be with pay at the employee's regular hourly rate for only the actual hours the employee was scheduled to work. The leave referred to in this subsection is granted per occurrence.
3. In case of death of an employee, student or others closely related to the school system, leave may be mutually agreed upon by the employee and the Superintendent, without loss of pay.
4. Each employee shall have up to two (2) days per year to use to attend funerals of close friends or acquaintances.
5. If an employee uses a full day of bereavement leave and if the length of the school day on which such leave is used is shortened by the District, then the employee will be paid for the number of hours that he or she would have worked on that shortened day and the employee's leave entitlement will be reduced on the following basis:

If the length of the shortened day is $\frac{1}{2}$ or less of the employee's scheduled day, then one-half day of leave shall be deducted, and if the length of the shortened day is more than $\frac{1}{2}$ of the employee's scheduled hours, then one full day of leave shall be deducted.

8.6 FAMILY ILLNESS OR INJURY

1. Employees shall be granted leave of absence with pay for critical illness or severe injury of a member in the immediate family (father, mother, sibling, husband, wife, child, parent-in-law, son or daughter-in-law, grandchild) limited to six (6) days per year. This leave is non-accumulative. Such leave will be with pay at the employee's regular hourly rate for only the actual hours the employee was scheduled to work. A doctor's signed statement may be required of the employee. The statement must be on the form supplied

by the district or if a district form is not available, the doctor may supply a statement as long as the statement reads critical illness or severe injury. If an employee is unable to obtain an immediate statement from a doctor, the employee must discuss the situation with their building principal who will determine whether or not the leave will be granted without a doctors' statement.

2. Requests for absence for illness or injury not considered to be critical or severe and not requiring a physician's written statement may be granted up to two (2) days per year with substitute pay deductions.
3. If family illness leaves granted in paragraph 8.6.1 and 8.6.2 above are exhausted, vacation may be used if further family illness leave as allowed in 8.6.1 and 8.6.2 are required. This applies regardless of whether another employee is already using vacation leave at that time.
4. For the birth of a child, the father shall be allowed to use up to five (5) days of sick leave for the purpose of caring for and bonding with the child.
5. The Superintendent may grant such leaves which are not included in the above for good cause.
6. A leave of absence for up to one school year shall be granted without pay for the purpose of caring for a member of the employee's immediate family for illness or injury. The immediate family shall be defined as father, mother, sibling, spouse, child, step-child, proposed adopted child, if living in the employee's home, parent-in-law, son-in-law, or daughter-in-law, brother-in-law, or sister-in-law, or grandchild. If any of this leave also qualifies as FMLA leave, the leave taken pursuant to this section shall run concurrent with FMLA leave.
7. If an employee uses a full day of family illness leave and if the length of the school day on which such leave is used is shortened by the District, then the employee will be paid for the number of hours that he or she would have worked on that shortened day and the employee's leave entitlement will be reduced on the following basis:

If the length of the shortened day is $\frac{1}{2}$ or less of the employee's scheduled day, then one-half day of leave shall be deducted, and if the length of the shortened day is more than $\frac{1}{2}$ of the employee's scheduled hours, then one full day of leave shall be deducted.
8. If an employee schedules a doctor or dental appointment for an immediate family member at the beginning or end of the employee's work day and the appointment requires the employee's absence for one (1) hour or less, then no time shall be charged against the employee's family illness leave.

8.7 EXTRAORDINARY CIRCUMSTANCES

A leave of absence for extraordinary situations which may arise and are not specifically covered or referred to in the foregoing sections in this article, may be mutually agreed upon between the employee and the Superintendent.

8.8 JURY DUTY

An employee required to report or serve for jury duty will be granted a leave of absence. Such employees will be paid the difference between the regular straight time hourly rate such employees would have earned except for the leave and the compensation received for such jury duty. The employee will furnish to the employer the amount of compensation received for such jury duty.

8.9 REASONABLE PURPOSE

A leave of absence for a limited period of not to exceed six (6) months may be granted for any reasonable purpose and such leave may be extended or renewed for any reasonable period of time. The reasonable purpose and the reasonable length of time will be determined by the mutual agreement between the employee and the employer and will be without pay and without loss of seniority.

8.10 UNION BUSINESS

An employee elected to any Union office or selected by the Union to do work which takes the employee from employment with the employer will at the written request of the Union be granted a leave of absence without pay and without loss of seniority. The leave of absence shall not exceed one (1) year. Members of the Union selected by the Union to participate in any other Union activity will be granted a leave of absence at the request of the Union without pay and without loss of seniority. It is agreed that the employer may limit the number of employees granted such leaves at any one time.

8.11 EDUCATIONAL IMPROVEMENT

1. After completing one (1) year of service, an employee shall be granted a leave of absence for educational purposes intended to improve or upgrade the individual's job-related skills or ability. The period of the leave will not exceed one (1) year and will be without pay and without any other benefits of this contract except there will be no loss of seniority.
2. Leaves for such purpose may be limited by the employer as to the number of employees on leave at any one time and further, may be limited to not more than one (1) for every (4) years of continuous service.
3. An employee may also be granted a leave of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's job-related skills or ability. The employer may reasonably limit the number of employees granted such leave at any one time and the duration of each of such leaves.
4. An employee returning from an educational leave of not less than six (6) months in duration during which time the employee has acquired the qualifications for a higher paid position, the employee may be returned to a higher paid position under all of the following conditions:
 - a. The position became open, or remained open, during the employee's leave and it is still open at the time the employee returns from leave; and
 - b. The employee makes a written request for such assignment to the higher rated position within ten (10) days after returning from educational leave.

8.12 MILITARY SERVICE

1. A leave of absence will be granted for reservists for training purposes only for a period not exceeding a total of thirty (30) days in any calendar year. Employees are expected to take such training whenever possible. Such employees will be paid the difference in the employee's pay received for such military service and what the employee would have received if the employee had worked such employee's regularly scheduled hours during such leave of absence at the employee's regular hourly rate of pay. If not scheduled to work, the leave is without pay.
2. An employee who enters into active service in the Armed Forces of the United States while in the service of the employer will be granted a leave of absence for the first or initial period

of such military service without pay and without loss of seniority. Such employees will be entitled to reinstatement as provided by the laws of the United States.

8.13 RATE OF PAY

Notwithstanding any other provisions of this agreement to the contrary, an employee receiving an approved leave of absence, with pay as herein provided, will receive only such pay that such employee would otherwise have been scheduled to work and only at such employee's regular straight time hourly rate.

8.14 ASSOCIATION

1. The Association shall have ten (10) days with pay to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations.
2. The above-mentioned days may not be used for negotiations, grievance or arbitration procedures, or fact-finding or arbitration hearings under the Public Employment Relations Act.

ARTICLE 9: DISTRICT AND ASSOCIATION COMMUNICATIONS

SECTION

9.1 MEETINGS WITH DISTRICT AND ASSOCIATION LEADERSHIP

Meetings may be requested by the District or the Association leadership. Meeting times and location must be agreed to jointly by the District and the Association. These meetings shall be held from time to time as requested by the Association or District. The meetings shall be held in a reasonably timely manner when requested.

ARTICLE 10: GRIEVANCE AND ARBITRATION PROCEDURE

SECTION

10.1 GRIEVANCE DEFINED

A grievance is a claim made by an employee that there has been a violation of this agreement including the application, meaning or interpretation of this agreement.

10.2 GRIEVANCE PROCEDURE

The grievance will be processed in the following manner:

- STEP 1: The Union grievance chair, with or without the employee, may take up the grievance with the employee's supervisor within twenty one (21) calendar days after the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the grievance chair within five (5) calendar days.
- STEP 2: If the grievance has not been settled in Step 1, it may be presented in writing by the Union grievance chair, or other Union representative, to the employee's supervisor within ten (10) calendar days after the supervisor's timely response is made or is past due in Step 1. The supervisor shall respond to the Union grievance chair in writing within five (5) calendar days.
- STEP 3: If the grievance still remains unadjusted, it may be presented by any representative of the Union to the Superintendent in writing within ten (10) calendar days after the timely response or after said response is past due. The Superintendent shall respond in writing to the Union within seven (7) calendar days.

10.3 FORM OF GRIEVANCE

The form for a written grievance has been mutually agreed upon between the Union and the employer. The written grievance filed on any form different from the form agreed to by the Union and the employer shall be void and it shall not be processed through the grievance procedure. All grievances shall be processed in triplicate. At the time the grievance is resolved, or has gone through Step 3, two copies will be made available to the Union, one for the Union and the employee involved, and the other retained by the Superintendent. For identification purposes, each written grievance filed will be assigned a number and the number will be placed on the grievance at the time it is presented at Step 2.

10.4 ARBITRATION

1. If the grievance is not settled at Step 3, either party, within twenty one (21) calendar days after the time of the reply of the Superintendent, or after said response is past due, may by written notice to the other, request arbitration. The Superintendent will cause a copy of the grievance to be furnished to the Board at its next regular meeting.
2. The arbitrator shall be selected by the employer and the Union within ten (10) calendar days after notice of arbitration has been given. If the parties fail to select an arbitrator by mutual agreement, the PERB Board may be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike first, the other party shall

then strike one name, the process will be repeated and the remaining person will be the arbitrator.

3. No grievance shall be processed to arbitration on behalf of any employee except with the approval of the Union.
4. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his written decision within thirty (30) days after the submission of the grievance to him. Either party may furnish the arbitrator a photocopy of the grievance.
5. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the cost of the record and makes copies available without charge to the other party and to the arbitrator. The party desiring such verbatim record shall so state prior to the beginning of the arbitration hearing.
6. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the grievance submitted. The decision shall be signed by the arbitrator and furnished by the arbitrator to the Union and to the employer.
7. The arbitrator shall be without power or authority to add to, or detract from, or to amend, or modify, the provisions of this agreement. The arbitrator's authority shall be strictly limited to deciding only the issues presented to the arbitrator in the grievance and the arbitrator's decision shall be based solely and only upon the arbitrator's interpretation and construction of the meaning or the application of the express relevant language of the agreement.

10.5 PROCESSING GRIEVANCES DURING WORKING HOURS

1. Grievance committee members may investigate and process grievances during work hours.
2. All grievances submitted in writing shall be retroactive from the date submitted. The time limits in the various steps of the grievance procedure may be extended when mutually agreed to.

10.6 KNOWLEDGE DEFINED

'Knowledge', as used in this article, shall mean actual knowledge or knowledge that could have been obtained by the exercise of due and ordinary care.

ARTICLE 11: JOB TRAINING PROGRAMS

SECTION

11.1 EMPLOYER REQUIRED PROGRAM

The employer will pay for all job related training programs required by the employer to be taken by the employee as follows:

1. The employer will reimburse the employee for the registration fee.
2. The actual time in attendance at such training programs will be work hours. The travel time to and from such training programs, by the shortest route available, will be work hours. Pay for such hours will be at the employee's straight hourly rate. Bus drivers' shall be paid route driving rate. However, such hours shall be included in the total hours in the work week for the purpose of determining overtime pay, if the employee works over forty (40) hours in that work week including such travel and training program time. Meal periods will not be included in such work hours. Expenses for approved travel, plus lodging and meals authorized by the employer, will be paid upon the filing of the required 'reimbursement voucher'.

11.2 JOB RELATED

A job related program is when the training is directly related to the employee's job in that it is designed to make the employee handle his job more effectively as distinguished from training him for another job. The employer will determine if the training is job related and such determination must be made prior to attendance thereat for the foregoing compensation and expenses to be paid.

Any additional training or certification required for an employee's present position will be paid for by the District.

11.3 VOLUNTARY TRAINING PROGRAMS

Any training program not required by the employer, whether job related or not, will be at the employee's expense and on the employee's own time; provided, however, the employer may in its reasonable discretion authorize the reimbursement of certain expenses as determined by the employer but only in such cases where such expenses are approved by written authorization of the employer prior to the incurring of such expenses.

11.4 IN DISTRICT IN-SERVICE AND WORK RELATED MEETINGS

An employee shall be compensated for any in-service or other work related meeting held by the district, inside the district whether mandatory or voluntary at his/her regular hourly rate of pay including longevity. Bus drivers will be compensated at the route driving rate.

ARTICLE 12: DURATION

SECTION

12.1 DURATION

This agreement shall be effective the 1st day of July 2022 and shall continue in force and effect until the 30th day of June 2027.

12.2 AUTOMATIC RENEWAL

This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify this agreement. In the event that such notice is given, negotiations shall proceed pursuant to Chapter 20 of the Code of Iowa.

12.3 EXECUTION

IN WITNESS WHEREOF, the parties hereto have set their hand this 11th
day of April, 2022..

FOR THE UNION

Brenda Thaege
Its Chief Negotiator

Brenda Thaege
Its President

FOR THE EMPLOYER

Phil L.
Its Chief Negotiator

Patricia Rottinghaus
Its President