

2017-2019
TENTATIVE AGREEMENT
of the
COLLINS-MAXWELL EDUCATION ASSOCIATION
and the
BOARD OF EDUCATION
of the
COLLINS-MAXWELL COMMUNITY SCHOOL DISTRICT

May 18, 2017

ARTICLE 1: DEFINITIONS

A. REPRESENTATIVE

The Collins-Maxwell Education 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 Collins-Maxwell Community School District as set forth in the certification instrument issued by the Public Employment Relations Board on the 22nd day of March, 1983, (Case No. 2250), and as amended on the 14th day of July, 1983, (Case No. 2520). Such representation shall cover all personnel assigned to newly-created professional positions unless the parties agree in advance that such positions are Principally supervisory and should be excluded.

The bargaining unit described in the above certification is as follows: All regular full-time and regular part-time certified Employees, including classroom teachers, guidance counselors, librarian, and nurse.

B. BOARD

The term "Board," "District," or "Employer," as used in this Agreement, shall mean the Board of Education of the Collins-Maxwell 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 Collins-Maxwell Association as members of the bargaining unit as defined and certified by the Public Employment Relations Board, whether on active, leave, or layoff status.

D. ASSOCIATION

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

ARTICLE 2: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **Day.** The term "day," as used in this Agreement, shall mean a day when bargaining unit Employees are required to be at work.
2. **Grievance.** The term "grievance," as used in this Agreement, shall mean a claim by a Grievant that a disagreement of some kind exists involving the interpretation or application of the terms of this Agreement.
3. **Grievant.** The term "Grievant," as used in this Agreement, shall mean the Employee, group of Employees, or Association filing a grievance.
4. **Timeliness.** All time limits herein shall consist of days when bargaining unit Employees are required to be at work, Monday through Friday. When a grievance is submitted on or after the end of the school year, time limits shall consist of all week days, Monday through Friday, so that matters may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

B. GRIEVANCE STEPS

1. Step One. An attempt shall be made to resolve any grievance in informal discussion between Grievant and the Principal, or its designated representative, within ten (10) days from the date of occurrence or knowledge of the occurrence of the event.
2. Step Two. If the grievance cannot be resolved informally, the Grievant shall file the grievance in writing with the Principal, or its designated representative. The grievance

shall state the nature of the grievance, and shall state the remedy requested. The filing of the grievance shall be within ten (10) days of the occurrence, giving rise to the grievance. The Principal, or its designated representative, shall communicate a decision in writing within ten (10) days following the meeting between the Principal, or its designated representative, and the aggrieved.

3. Step Three. In the event the grievance has not been satisfactorily resolved at the second step, the Grievant may file within five (5) days the Principal's, or its designated representative, written decision, a copy of the grievance with the Superintendent. The Superintendent shall file a written decision within ten (10) days of the receipt of the grievance.

C. OTHER

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

ARTICLE-3: EMPLOYEE WORK YEAR

- A. The regular and extended contract of current Employees shall consist of 187 working days excluding holidays. No Employee shall be required to perform duties on the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day unless otherwise contracted.
- B. New Employees shall be required to work up to one (1) additional day for orientation. It is understood that this additional day will be compensated at that teacher's per diem rate of pay.
- C. The in-school work year shall include days when pupils are in attendance, in-service days, and any other days which Employee attendance is required.
- D. Employees on part-time contracts will be required to work a full day of eight (8) hours on all in-service days and non-student contact time.

ARTICLE 4: HOURS OF WORK

A. WORKDAY

The workday shall begin each day of the school year at a time established by the Administration. The Employee workday shall generally consist of eight (8) hours per day. "Day" is defined as one work day regardless of full-time or part-time status of an Employee. The workday may be extended due to faculty meetings, activities, conferences, or duties, which necessitate Employee attendance. These additional meetings and activities will not be regularly scheduled.

On Fridays and days preceding holidays or vacations, the Employee's work day shall end

after the departure of the route buses.

B. DUTY-FREE LUNCH

Each Employee shall have a paid duty-free lunch period of at least twenty-five (25) consecutive minutes during the workday and scheduled between 11 am and 1 pm on each regular student-contact day. Employees may sign out of their buildings during their duty-free lunch period. Duty-free lunch is defined as time away from students and all other required duties of the teacher's assignment. It is understood that lunchroom supervision will be divided among the teachers in each building and that the teacher assigned that duty may not have the full twenty-five (25) minutes duty-free lunch.

C. INCLEMENT WEATHER

During regular contact days, when a weather-related (snow, ice, heat, or rain) or emergency closing takes place and students are not required to be in attendance, the Employees shall not be required to be present. If students are dismissed early for any such reason, Employees shall not be required to stay longer than fifteen minutes after the departure of the route buses.

D. TRAVELING EMPLOYEES

Schedules of Employees who are assigned to more than one attendance center shall be arranged so that no such Employee shall be required, without his/her consent, to engage in intra-district travel of more than thirty (30) miles per day. Such Employees shall be notified of any changes in their schedules at least thirty (30) days prior to the effective date. Released time for travel shall be provided in addition to any duty-free lunch period, or other time that is normally non-student-contact time.

ARTICLE 5: LEAVES OF ABSENCE

A. SICK LEAVE

Employees shall be granted leaves of absence for personal illness or injury or medically related disability with full pay in the following amounts:

1. The following paid sick leave shall be allowed for consecutive years of employment:

10 days - the first year
11 days - the second year
12 days - the third year
13 days - the fourth year
14 days - the fifth year
15 days - the sixth and subsequent years

2. Unused sick leave may be accumulated up to a maximum of one hundred twenty

(120) days.

3. Notification of Accumulation. Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 20 each school year.
4. Family Sick Leave. Employees may be granted a maximum of five (5) days paid leave per year for illness of the Employee's immediate family. For purposes of this section, "immediate family" shall include any member of the Employee's household. Extensions of Family Sick Leave not covered in this Article may be made at the sole discretion of the Superintendent. The granting of this leave may require a certificate from a medical provider as proof of such illness.
5. Extended Leave. An Employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, may apply for disability benefits under the group insurance plan. If the Employee does not qualify for disability benefits, the Employee may request and be granted a leave of absence without pay up to six months or to the end of the school year, whichever occurs first. This leave may be renewed each year at the discretion of the Board.
6. Maternity Leave. An Employee who becomes pregnant may work as long as she is able to perform her teaching duties as determined by mutual agreement between said Employee and the Administration. Expectant mothers who have accumulated sufficient sick leave may use up to six weeks of paid sick leave beginning with the date of birth. Additional paid sick leave beyond six weeks will require a doctor's statement of necessity and be limited to the amount of sick leave accumulated.
7. Second Parent Leave. Second parent leave may use up to three (3) days of personal sick leave at the time of birth of a child. These days will be deducted from accumulated sick leave and will not affect family sick leave days.
8. Employee elective or cosmetic surgery shall not qualify for sick leave.

B. BEREAVEMENT LEAVE.

1. Immediate Family. An Employee may be allowed up to five (5) working days for each death in the immediate family. For purposes of this section, "immediate family" shall include the Employee's spouse, children, legal guardian, mother, father, sister, brother, mother-in-law and father-in-law. The total amount of leave under this category shall not exceed ten (10) days per year.
2. Extended Family. An Employee may be allowed up to three (3) working days for each death in the extended family. For purposes of this section, "extended family" shall include grandchildren, grandparents, step relations and in-laws (excluding mother-in-law and father-in-law). The total amount of leave under this category shall not exceed five (5) days per year.
3. Exceptional Circumstances. The Superintendent may extend additional leave days where circumstances warrant. Such action shall not be precedent-setting.
4. Other Family Members and Friends. This section shall include Bereavement Leave for relatives not identified above in immediate family or extended family, and close friends.

An Employee shall be granted one (1) paid day per year and allowed one (1) additional paid day, minus the cost of the coverage, up to and including substitute required, for the death of a relative or friend. Application for permission to attend the funeral shall be made in advance to the building Principal or his/her designee.

Where possible, time off to attend such a funeral shall be minimized to the extent necessary to attend the funeral and services. This leave may be used in quarterly increments at the Employee's discretion.

No more than one (1) Employee for every ten (10) Employees in a building may be granted leave to attend the same funeral unless the Superintendent finds there are exceptional circumstances which warrant attendance by more Employees in that building.

C. EMERGENCY LEAVE

Emergency leave of up to one (1) day may be granted at the sole discretion of the Superintendent. The Employee shall pay the cost of the coverage, up to and including the cost of a substitute required. Emergency leave may only be used for emergencies directly resulting from Acts of God or a natural disaster.

D. PERSONAL LEAVE

Regular licensed Employees who work 187 days a year will be allowed a maximum of two (2) days of personal leave to be used without providing a reason. It is within the discretion of the Superintendent to grant personal leave. Application for personal leave must be made in writing at least two (2) school days prior to the requested leave date.

There shall be a limit of two (2) Employees gone per building at the same time, unless otherwise approved by the Principal. No personal leave may be taken in the first two (2) or the last two (2) weeks of the school year or before or after vacation days.

Employees who do not use their personal leave days have the option of carrying one (1) day over to the next year. The maximum number of personal days an Employee may possess or use in a given year is three (3). Employees who do not use their personal leave and do not wish to carry over any day(s) may be reimbursed in the June paycheck for up to two (2) days. The Employee will inform the board secretary no later than two (2) weeks prior to the end of school of the Employee's desire to be reimbursed in the June paycheck at a rate of \$75 for one (1) unused day or \$150 if neither day is used.

The record of personal leave will be displayed on the paycheck stub. Discrepancies should be immediately reported to the board secretary for correction.

E. JURY DUTY

An Employee who is called for jury service shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave. Any fees or compensation, other than mileage and parking, that the Employee received during such leave shall be turned over to the District.

In order to receive the payment under this section, the Employee must give the Principal or the Principal's designated representative five (5) days' prior written notice of the summons for service and must furnish satisfactory evidence that such service was performed on the days for which a payment is claimed. An Employee who is notified by 10:30 a.m. that he/she will not be required to be available for jury duty the remainder of the day shall return to work.

F. LEGAL LEAVE

An Employee who is subpoenaed to appear in a judicial or administrative proceeding related to his/her scope of employment, except where the Employee's appearance would be against the District or where the Association or its affiliate organization are a party in the proceeding, shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave.

G. PROFESSIONAL LEAVE

All certified staff will be granted one (1) day of leave for professional meetings or conferences. The leave shall be used to further the attainment of a Building Goal or the Comprehensive School Improvement Plan, or the individual teacher's Career Development Plan. This request shall be made on a form available from the Principal and should be submitted to the Superintendent through the Principal. Request forms shall be submitted fifteen (15) calendar days prior to the request for leave. This day is non-accumulating.

Special approval may be granted by the Superintendent or his/her designee for conference requests submitted less than fifteen (15) calendar days prior to the request for leave in extenuating circumstances.

The Principal will indicate a recommendation for action on such request and forward it to the Superintendent's Office for final action.

Additional days of professional leave shall be granted at the discretion of the Superintendent. Application for these additional days should be completed in the same manner as described above.

H. ASSOCIATION LEAVE

Up to a total of two (2) days paid leave per year shall be available collectively for members of the Association to attend conferences, conventions, or other activities of the state and national affiliated organizations and for the Association President or designee for local non-grievance arbitration/non-negotiation reasons. The Association will pay the cost of the substitute.

I. OTHER EXTENDED LEAVES

Unpaid leave may be used to excuse an involuntary absence not provided for in this or other leave policies of the Board. The Superintendent must authorize unpaid leave for licensed Employees.

The Superintendent will have complete discretion to grant or deny the requested unpaid leave. In making the determination, the Superintendent will consider the effect of the Employee's absence on the education program and district operations, length of service, previous record of absence, the financial conditions of the District, the reason for the requested absence and other factors the Superintendent believes are relevant to making this determination.

If unpaid leave is granted, the duration of the leave period will be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and District operations.

Whenever possible, the Employee will make a written request for unpaid leave 60 days prior to the beginning date of the requested leave. If the leave is granted, the deductions of salary are made unless specifically the Superintendent waives them.

ARTICLE 6: WAGES AND SALARIES

E A. METHOD OF PAYMENT

1. **Pay Periods.** Each Employee shall be paid in twelve (12) equal installments on the sixteenth of each month. **To accommodate changing to a different date of payment, each employee will receive one-half their regular monthly payment on the fifth and sixteenth of September 2017.**
2. **Procedures.** Each Employee shall receive his/her salary payment on regular school days unless otherwise designated by the Employee or under the following exceptions:
 - a. Holidays, Vacations, and Weekends. When a pay date falls on or during a school holiday, vacation, or weekend, Employees shall receive their salary payment on the last previous working day.
 - b. Summer Payments. Summer salary payments, other than for summer school teachers during the term of their summer employment, shall be emailed to the Employee's school address for receipt on or before the pay period days listed above.

ARTICLE 7: ADVISORY COMMITTEE LANGUAGE

- A. An advisory committee will be established by the Collins-Maxwell Board of Education consisting of teachers and administrators. There will be equal representation of teachers and administrators who serve on the committee. Teachers on the committee will be determined by the Collins-Maxwell Education Association (CMEA), with the number set by the Board.
- B. The committee will be advisory only, providing input and recommendations to the Board on work matters contained in the employee handbook pertaining to teachers. Discussion topics will be initially selected by the Board, but the Board may take input from teachers and administrators in the committee regarding other topics to be discussed. The Board reserves the right to seek input on handbook or other work-related items from any

teachers or administrators employed by the District through any means, including but not limited, to staff meetings, focus groups, and surveys.

- C. Topics contained in the Master Contract will not be subject to the committee. The CMEA maintains exclusive bargaining rights over said topics.

ARTICLE 8: COMPLIANCE CLAUSES AND DURATION

A. PRINTING AGREEMENT

The Master Contract will be posted on the District's website.

B. SEPARABILITY

If any item of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such item or application shall be deemed valid and subsisting only to the extent permitted by law. The Board and the Association shall enter into immediate negotiations to replace said item under appropriately modified impasse timelines under Chapter 20, Code of Iowa. All other items and applications shall continue in full force and effect.

C. DURATION PERIOD

This Agreement shall be effective as of July 1, 2017 and shall continue in effect until June 30, 2019. This Agreement shall automatically continue in force and effect for equivalent periods of time except as it may be amended, modified, or substituted for during negotiations for a successor contract.

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 23rd day of May, 2017.

Association

Board of Education

By: Richard Byrd
President

By: Marcus Fricke
President

By: _____
Chief Negotiator

By: _____
Chief Negotiator

**APPENDIX A:
2017-18 COLLINS-MAXWELL CSD SALARY SCHEDULE**

Base = **\$29,664**

column
index = 4%

	2.500%	2.800%	3.125%	3.300%	3.400%	3.500%
STEP INDEX	\$722	\$809	\$903	\$953	\$982	\$1,011

STEP	BA	BA + 12	BA + 24	BA + 36	MA	MA + 12	MA + 24
1	29,664	30,851	32,037	32,334	33,224	34,410	35,615
2	30,406	31,681	32,966	33,313	34,232	35,448	36,620
3	31,147	32,512	33,891	34,292	35,241	36,487	37,626
4	31,889	33,342	34,820	35,270	36,249	37,525	38,631
5	32,630	34,173	35,745	36,249	37,258	38,563	39,634
6	33,372	35,004	36,674	37,228	38,267	39,601	40,640
7	34,114	35,834	37,599	38,207	39,275	40,640	41,645
8	34,855	36,665	38,528	39,186	40,284	41,678	42,651
9	35,597	37,495	39,453	40,165	41,292	42,716	43,657
10	36,338	38,326	40,382	41,144	42,301	43,754	44,659
11	37,080	39,156	41,307	42,123	43,309	44,793	45,665
12	37,822	39,987	42,236	43,102	44,318	45,831	46,670
13	38,563	40,818	43,161	44,081	45,327	46,869	47,676
14	39,305	41,648	44,090	45,060	46,335	47,907	48,682
15	40,046	42,479	45,015	46,039	47,344	48,946	49,684
16	40,788	43,309	45,944	47,017	48,352	49,984	50,690
17	41,530	44,140	46,869	47,996	49,361	51,022	51,695
18	42,271	44,971	47,798	48,975	50,369	52,060	52,701
19		45,801	48,723	49,954	51,378	53,099	53,707
20		46,632	49,652	50,933	52,387	54,137	54,709
21		47,462	50,577	51,912	53,395	55,175	55,715

Longevity is \$250 per year of experience after step 21

**APPENDIX A:
2018-19 COLLINS-MAXWELL CSD SALARY SCHEDULE**

Base = **\$29,864**

column
index = 4%

	2.500%	2.800%	3.125%	3.300%	3.400%	3.500%
STEP INDEX	\$722	\$809	\$903	\$953	\$982	\$1,011

STEP	BA	BA + 12	BA + 24	BA + 36	MA	MA + 12	MA + 24
1	29,864	31,059	32,253	32,552	33,448	34,642	35,855
2	30,611	31,895	33,188	33,537	34,463	35,687	36,867
3	31,357	32,731	34,120	34,523	36,144	36,733	37,879
4	32,104	33,567	35,054	35,508	36,494	37,778	38,892
5	32,850	34,403	35,986	36,494	37,509	38,823	39,901
6	33,597	35,240	36,921	37,479	38,525	39,868	40,914
7	34,344	36,076	37,853	38,465	39,540	40,914	41,926
8	35,090	36,912	38,787	39,450	40,555	41,959	42,938
9	35,837	37,748	39,719	40,436	41,571	43,004	43,951
10	36,583	38,584	40,654	41,421	42,586	44,049	44,960
11	37,330	39,420	41,586	42,407	43,601	45,095	45,973
12	38,077	40,257	42,520	43,392	44,617	46,140	46,985
13	38,823	41,093	43,452	44,378	45,632	47,185	47,997
14	39,570	41,929	44,387	45,363	46,648	48,230	49,010
15	40,316	42,765	45,319	46,349	47,663	49,276	50,019
16	41,063	43,601	46,253	47,334	48,678	50,321	51,032
17	41,810	44,438	47,185	48,320	49,694	51,366	52,044
18	42,556	45,274	48,120	49,305	50,709	52,411	53,056
19		46,110	49,052	50,291	51,724	53,457	54,069
20		46,946	49,986	51,276	52,740	54,502	55,078
21		47,782	50,918	52,262	53,755	55,547	56,091

Longevity is \$250 per year of experience after step 21

APPENDIX E B- GRIEVANCE FORM

Building

Name of Grievant

Date _____ Filed:

Distribution of Form:

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

STEP TWO

A. Date alleged violation occurred:

—

B. Selection(s) of contract alleged to be violated:

C. Statement of Grievance:

D. Relief Sought:

Signature of Grievant

_____ Date

E. Disposition by Principal or Immediate Supervisor:

—

Signature of Principal or Immediate Supervisor

Date

STEP THREE

A. _____

Signature of Grievant

Date Received by Superintendent

B. Disposition by Superintendent or Designee:

—

Signature of Superintendent or Designee

Date