

MASTER CONTRACT

Between the

**NORTH CEDAR EDUCATION
ASSOCIATION**

and the

NORTH CEDAR COMMUNITY SCHOOL

2020-2021

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ARTICLE I

GRIEVANCE PROCEDURES

A. Definition

A grievance is a claim by an employee who is a member of the bargaining unit, a group of employees in the bargaining unit or the Association, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The employee, group of employees, or Association filing such a claim shall hereafter be known as the grievant. A grievant shall be free to adjust individual complaints with the employer without Association representation. However, at no time will a grievant be denied Association representation if requested by the grievant.

B. Procedure

1. Purpose

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

2. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of a grievant to act on any grievance within the prescribed 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, however, may be extended by mutual agreement. Any prescribed time limits shall be converted to calendar days during the months of June, July and August.

3. Level One - Principal (Informal)

The grievant shall first discuss it with his/her principal, either directly or through the Association's designated representative, within ten (10) school days of the occurrence of the alleged violation, with the objective of resolving the matter informally.

4. Level Two - Principal (Formal)

If the grievance cannot be resolved informally at Level I, the grievant may invoke the formal grievance procedure by filing the form set forth in Schedule C. A copy of the grievance form shall be delivered to the appropriate Principal. If the grievance involves more than one school building it shall be filed with each principal involved. The filing of the formal written grievance at Level II must be within ten (10) school days from the Level I principal response. Within seven (7) school days after the principal has received the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative, if requested, to discuss the alleged grievance and attempt to resolve same. The appropriate principal(s) shall indicate the disposition of the grievance in writing within seven (7) school days following the mutually agreed upon meeting and shall furnish a copy thereof to the grievant and his/her designee. If the grievant or the Association is not satisfied with the disposition, the grievance may be filed at Level Three by the grievant within five (5) school day

5. Level Three – Superintendent

The Superintendent or his/her designee shall meet with the grievant and /or designee within seven (7) school days or receipt of the grievance. The Superintendent and/or designee shall indicate disposition of the grievance in writing and shall furnish a copy thereof to the grievant and/or designee within seven (7) school days of the meeting in Level III.

6. Level Four

If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth level of binding arbitration. The Association may submit, in writing, a request on behalf of the grievant to the Superintendent within twenty (20) school days from receipt of the Level Three disposition to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by two parties from a list of seven arbitrators provided by PERB. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within three (3) school days and the other names shall be removed alternately, each party having one (1) additional day to remove a name. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted. The arbitrator's binding decision shall be in writing and shall set forth the finding of fact, reasoning and conclusion on the issues submitted. The arbitrator's opinion shall not amend, modify, nullify, ignore or add to the provision of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue(s) presented in writing by the school district and the Association, and the decision must be based solely and only upon the interpretation of the meaning or application of the express relevant language of the Agreement.

7. Expense

Expenses for the Arbitrator's services shall be borne equally by the school district and the Association. Any other expenses incurred shall be paid by the party incurring same.

8. Miscellaneous

- a. All documents, communications, and records dealing with the presenting of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- b. All meetings and hearings, under the procedure, shall be conducted in private and shall include only witnesses, the grievant, and their designated or selected representatives heretofore referred to in this article.
- c. All grievances shall be processed outside the employee's work day unless agreed to by the Superintendent or designee.

ARTICLE II WAGES & SALARY

A. Schedule

The regular salary of each employee in the bargaining unit shall be as set forth in Schedule A and Schedule B, which are attached hereto and made a part thereof. The base salary for the 2020-2021 school year will be \$30,520, with Teacher Supplemental Salary (TSS) integrated (to be calculated), along with a vertical step advancement on the salary schedule.

1. Education Lanes

Employees who move from one educational lane to a higher educational lane on the salary schedule shall move to the corresponding eligible step on the higher lane. Employee educational advancement on the salary schedule shall only be graduate courses within an employee's assigned

teaching area and/or those in pursuit of an advance degree in the assigned teaching area. Graduate courses outside the employee's assigned teaching area may be granted at the sole and exclusive discretion of the Superintendent or designee. The employee shall request in writing movement from one lane to another lane and file suitable evidence of additional educational credit with the Superintendent no later than the first day of school. No advances on the salary schedule shall be made during the school year.

B. Methods of Payment

1. Pay Period

Each employee shall be paid in twelve (12) equal installments on or before the 20th of each month except for the month of June when July and August checks are also printed and distributed. All employees will be required to complete electronic deposit forms by September 1 of each year. During the summer months, employees will have the option of receiving three deposits in June or one check each in June, July and August. They will notify the business manager in writing prior to June 1 if they want the three check payments. Employees will receive their payroll receipts by electronic notice.

2. Final Pay

Employees leaving or retiring from the North Cedar Community School District shall have the option of receiving all or part of his/her earned contracted salary on the June 20th payroll. Each employee shall notify the Superintendent in writing, of his/her desire to exercise this option by April 30th.

3. Summer Checks

Summer checks shall be direct deposited or mailed to a specific address as designated by the employee. The checks shall be deposited on the 20th (payday) unless that day falls on a Saturday or Sunday in which case the checks will be deposited on the previous Friday.

ARTICLE III LEAVES

A. Sick Leave

1. "Sick Leave" shall be defined as personal illness or disability of the employee and not members of the employee's family.
2. Each employee shall be entitled to sick leave as follows:

1 st year in district	10 days
2 nd year in district	11 days
3 rd year in district	12 days
4 th year in district	13 days
5 th year in district	14 days
6 th year in district	15 days
Each year thereafter	15 days

Unused sick leave, which includes the current year's allowance, shall accumulate up to a total of 120 days. For employees hired after the 2016-17 school year, the maximum total accumulation of sick leave days will be 90 days. The minimal unit of usage of sick leave shall be one-half day. Once a person has met the maximum of 120 days, he or she will start the following year with 135 days. However, he/she will only carryover a maximum of 120 days to the following year.

3. In case of suspected misuse of sick leave by an employee, the Board or its designee may require such person to furnish reasonable evidence as it may desire confirming the necessity for sick leave.
4. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.
5. Sick leave shall not be granted for employee elective surgery unless employee's physician certifies such surgery is necessary.

B. Family Leave Clause

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and regulations issued implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

C. Personal Leave

Each employee is entitled to two (2) days each year of personal leave. Unused personal leave shall accumulate up to a total of four (4) days. Only two (2) certified teachers at the elementary level and two (2) certified teachers at the secondary level will be given personal leave on any one (1) day. Those applying first shall have priority. On the day preceding or following holidays or vacations only one (1) certified teacher at the elementary level and (1) certified teacher at the secondary level will be given personal leave except in emergency cases upon the sole discretion of the Superintendent. Employees are encouraged to give notice to the Superintendent or designee at least five (5) days in advance of the date of leave requested.

By May 15 of each year, any teacher who has not used all of his/her personal days may notify his/her principal and request to be paid for one (1) to three (3) unused personal days. The building principal will fill out a purchase order listing all the teachers in his/her building who are making requests for payment of unused personal days. The district will pay at the current substitute pay rate for unused personal days. The pay will be added to either the June or July payroll.

D. Family Emergency Leave

A maximum of seven (7) sick leave days per year shall be granted for a family member's illness, injury or medically related appointments. Other emergencies may be granted at the discretion of the superintendent. Family members are defined as spouse, children, mother, father, siblings, mother-in-law, and father-in-law. These days will be deducted from the employee's sick leave accumulation.

E. Bereavement Leave

Bereavement leave will be granted per each occurrence with full pay for the following: five (5) days for spouse, child, parent; three (3) days for parent-in-law, sister, and brother; and one (1) day for grandparent, brother-in-law, and sister-in-law. One (1) additional day or two (2) half days per year will be given for relative/friend.

F. Association Leave (non-cumulative)

A total of four (4) days will be available for up to two (2) representatives of the NCEA to attend conferences, conventions, or other activities of the ECUU, state or national affiliated organizations on a given day. This total (four paid days) is a grand total for the entire faculty, and it shall not be interpreted that each employee is entitled to four (4) days. The Association will pay the cost of substitute teacher.

G. Leave without Pay for Educational Study/Involvement

A leave of absence after seven (7) years on staff, without pay or benefits for one (1) school year, may be granted to any certified employee for the purpose of engaging in study at an accredited college or university in a field reasonably related to his/her professional responsibilities or to be employed by VISTA, the

National Teachers Corps or to serve as a teacher in any domestic or overseas program or institution providing a suitable replacement can be found and contracted on a one (1) year interim basis. Upon return from such leave, an employee shall be placed in the teaching position at the next step on the salary schedule and maintain the same fringe benefits as he/she would have accrued had he/she taught in the system during such period. A one (1) year leave of absence without pay may be requested once following the end of the seventh (7th), fourteenth (14th), twenty-first (21st), and twenty eighth (28th) year of employment.

Any person hired to replace a certified teacher on this leave (Article VI-F) will be given notice of impending termination according to provision in the Code of Iowa, Chapter(s) 279.12 through 279.18.

H. Jury Duty

1. Any employee called for jury duty during school hours or who is required to appear in court by a subpoena shall be provided such time without the loss of pay. Any per diem fees the employee receives during such leave shall be turned over to the North Cedar School District.
2. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall return to work and shall complete any remaining hours of the working day, if required.

I. Professional Leave

Each employee may be granted two (2) days to be used for the employee's professional leave. Professional leave shall be used at the sole discretion of the building principal for the purpose of:

- Visitation to view other instructional techniques or programs
- Conferences, workshops or seminars conducted by colleges, universities, or other educational institutions or organizations.
- Additional days required by the administration shall not count towards the above mentioned two (2) days.

J. Sick Leave Bank

A sick leave bank is available to full-time employees on a voluntary basis. No employee shall be eligible to use the sick leave bank until their second (2nd) year of employment at the district. Sick leave bank days may only be used after the employee's accumulated sick leave is exhausted and will continue for an additional ten (10) contract days during a school year. Each employee choosing to participate shall contribute one (1) day of sick leave from the current year's allocation. Employees with the maximum accumulated sick leave days may use "the next day" to contribute to the bank in order to receive (10) additional days during a school year. The days contributed to the bank become the property of the bank and are non-returnable to the employee. Should all sick leave bank days be used in any one school year, no additional days would be granted from the bank. Assets of the bank will accumulate and carry over from one school year to the next. Application for the sick leave bank will be made in writing to the superintendent prior to using. Routine pregnancy and maternity leave are not eligible for sick leave bank days.

Eligible employees are enrolled in the sick leave bank unless the Board Secretary is notified in writing prior to the employee's sixth contract day.

ARTICLE IV EMPLOYEE WORK YEAR

A. Work Year

The school work year shall be a total of 189 days, of which 175 shall be student contact days and fourteen (14) non-contact days. The fourteen (14) non-contact days shall include

he following paid holidays: Labor Day, Thanksgiving, Christmas, New Year's, Presidents' Day, and the remaining days shall be in-service days.

B. Guaranteed Unpaid Leave

The Friday before Easter Sunday (Good Friday) and the Monday following shall be guaranteed unpaid leave days and shall not be included in the yearly school calendar.

ARTICLE V EMPLOYEE HOURS AND LOAD

A. Work Day

The normal workday shall be 7:50 A.M. to 3:45 P.M. On Fridays or on days preceding holidays or vacation, the employee's day shall end at the close of the pupil's day provided the employee's responsibilities have been concluded and students under their direction have left the building. The principals will make every attempt (if possible) to allow early dismissals for staff members in unavoidable circumstances. It will be the employee's responsibility to make arrangements or compensation for the time missed.

B. Teaching Load

Administrators will make every attempt to assign said duties equitably. Each teacher shall be provided preparation time each day.

C. Lunch Period

All employees shall have a minimum daily duty free lunch period of 20 minutes.

ARTICLE VI HEALTH PROVISIONS

A. Physical Examinations

A Physical examination by a licensed physician shall be required of all personnel upon their initial appointment.

Forms for the examination will be provided by the school district. New employees shall return the completed examination form to the Superintendent's office not later than August 22.

The School District shall not be required to reimburse any employee for further examination or subsequent treatment where the required examination discloses a health problem.

B. Breastfeeding Accommodations

The Employer will provide a reasonable break time for an employee to express breast milk for her nursing child each time such employee has a need to express breast milk. The employer will provide a place that is private and free from intrusion, other than a bathroom, which may be used by an employee to express breast milk. It shall be the employee's responsibility to notify the employer, in advance, of the need to express breast milk during the workday, including the employee's preferred schedule for the expression of breast milk. The employer shall not require any break to be less than fifteen (15) minutes in length.

The employer will provide a designated refrigerator to be used for the safe and proper storage of breast milk expressed during the work day. The employee must provide all necessary equipment and containers

and must properly label any container stored within the refrigerator designated by the employer.

ARTICLE VII COMPLIANCE AND DURATION

A. Separability

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be brought into compliance with the law to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

B. Distribution Agreement

Within forty-five (45) days after this Agreement is ratified by the Board and Association, copies of this Agreement shall be shared electronically to all certified employees. The Agreement shall be presented to all employees and hereafter employed. An electronic copy shall be shared equally between the Board and Association.

C. Notices

Whenever any notice is required to be given to either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter or written personal acknowledgement to the spokesperson of the other negotiating team or to the president of the other body.

D. Successor Agreement

Either party may give written notice to the other party to negotiate a Successor Agreement not less than one hundred fifty (150) days prior to the District's budget certification day, as established by the Code of Iowa.

Upon receipt of the notice, the negotiation team representing the Board and the negotiation team representing the Association shall meet for the purpose of negotiating whenever a mutually agreeable meeting time can be established.

E. Automatic Renewal of Agreement

If neither party notifies the other of its intent to negotiate a successor agreement by the date stated in Section D above, the current Agreement shall automatically continue in force and be in effect for an equivalent period.

F. Duration Period

This agreement shall be effective the 1st day of July, 2020 and shall continue in force and effect until the 30th day of June, 2025. During the term of this agreement, all articles can be opened to negotiation by either party for the 2020-2021 and all following contract years.

G. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective negotiators and their signatures placed thereon, all on the 18 day of May, 2020.

NORTH CEDAR EDUCATION ASSOCIATION

NORTH CEDAR BOARD OF EDUCATION

BY _____
PRESIDENT

BY _____
PRESIDENT

SCHEDULE A - 2020 - 2021 P2 Integrated
SALARY SCHEDULE (.04 X .04)
BASE= 30,520

	BA	BA + 10	BA + 20	BA + 36	MA	MA + 12
STEP 0	30,520 1.00	31,741 1.04	32,962 1.08	34,182 1.12	35,403 1.16	36,624 1.20
STEP 1	31,741 1.04	32,962 1.08	34,182 1.12	35,403 1.16	36,624 1.20	37,845 1.24
STEP 2	32,962 1.08	34,182 1.12	35,403 1.16	36,624 1.20	37,845 1.24	39,066 1.28
STEP 3	34,182 1.12	35,403 1.16	36,624 1.20	37,845 1.24	39,066 1.28	40,286 1.32
STEP 4	35,403 1.16	36,624 1.20	37,845 1.24	39,066 1.28	40,286 1.32	41,507 1.36
STEP 5	36,624 1.20	37,845 1.24	39,066 1.28	40,286 1.32	41,507 1.36	42,728 1.40
STEP 6	37,845 1.24	39,066 1.28	40,286 1.32	41,507 1.36	42,728 1.40	43,949 1.44
STEP 7	39,066 1.28	40,286 1.32	41,507 1.36	42,728 1.40	43,949 1.44	45,170 1.48
STEP 8	40,286 1.32	41,507 1.36	42,728 1.40	43,949 1.44	45,170 1.48	46,390 1.52
STEP 9	41,507 1.36	42,728 1.40	43,949 1.44	45,170 1.48	46,390 1.52	47,611 1.56
STEP 10	42,728 1.40	43,949 1.44	45,170 1.48	46,390 1.52	47,611 1.56	48,832 1.60
STEP 11	43,949 1.44	45,170 1.48	46,390 1.52	47,611 1.56	48,832 1.60	50,053 1.64
STEP 12	45,170 1.48	46,390 1.52	47,611 1.56	48,832 1.60	50,053 1.64	51,274 1.68
STEP 13	46,390 1.52	47,611 1.56	48,832 1.60	50,053 1.64	51,274 1.68	52,494 1.72
STEP 14	47,611 1.56	48,832 1.60	50,053 1.64	51,274 1.68	52,494 1.72	53,715 1.76
STEP 15					53,715 1.76	54,936 1.80
STEP 16					54,936 1.80	56,157 1.84
STEP 17						57,378 1.88

INDEXED TSS

2020-21

Years	BA	BA + 10	BA + 20	BA + 36	MA	MA + 12
0	3,241 1.00	3,371 1.04	3,500 1.08	3,630 1.12	3,760 1.16	3,889 1.20
1	3,371 1.04	3,500 1.08	3,630 1.12	3,760 1.16	3,889 1.20	4,019 1.24
2	3,500 1.08	3,630 1.12	3,760 1.16	3,889 1.20	4,019 1.24	4,148 1.28
3	3,630 1.12	3,760 1.16	3,889 1.2	4,019 1.24	4,148 1.28	4,278 1.32
4	3,760 1.16	3,889 1.2	4,019 1.24	4,148 1.28	4,278 1.32	4,408 1.36
5	3,889 1.2	4,019 1.24	4,148 1.28	4,278 1.32	4,408 1.36	4,537 1.4
6	4,019 1.24	4,148 1.28	4,278 1.32	4,408 1.36	4,537 1.4	4,667 1.44
7	4,148 1.28	4,278 1.32	4,408 1.36	4,537 1.4	4,667 1.44	4,797 1.48
8	4,278 1.32	4,408 1.36	4,537 1.4	4,667 1.44	4,797 1.48	4,926 1.52
9	4,408 1.36	4,537 1.4	4,667 1.44	4,797 1.48	4,926 1.52	5,056 1.56
10	4,537 1.4	4,667 1.44	4,797 1.48	4,926 1.52	5,056 1.56	5,186 1.6
11	4,667 1.44	4,797 1.48	4,926 1.52	5,056 1.56	5,186 1.6	5,315 1.64
12	4,797 1.48	4,926 1.52	5,056 1.56	5,186 1.6	5,315 1.64	5,445 1.68
13	4,926 1.52	5,056 1.56	5,186 1.6	5,315 1.64	5,445 1.68	5,575 1.72
14	5,056 1.56	5,186 1.6	5,315 1.64	5,445 1.68	5,575 1.72	5,704 1.76
15					5,704 1.76	5,834 1.8
16					5,834 1.8	5,963 1.84
17						6,093 1.88

SCHEDULE A INCLUDING INDEXED TSS - 2020-2021
SALARY SCHEDULE (.04 X .04)

YEARS	BA	BA + 10	BA + 20	BA + 36	MA	MA + 12
0	33,761 1.00	35,111 1.04	36,462 1.08	37,812 1.12	39,163 1.16	40,513 1.20
1	35,111 1.04	36,462 1.08	37,812 1.12	39,163 1.16	40,513 1.20	41,864 1.24
2	36,462 1.08	37,812 1.12	39,163 1.16	40,513 1.20	41,864 1.24	43,214 1.28
3	37,812 1.12	39,163 1.16	40,513 1.20	41,864 1.24	43,214 1.28	44,565 1.32
4	39,163 1.16	40,513 1.20	41,864 1.24	43,214 1.28	44,565 1.32	45,915 1.36
5	40,513 1.20	41,864 1.24	43,214 1.28	44,565 1.32	45,915 1.36	47,265 1.40
6	41,864 1.24	43,214 1.28	44,565 1.32	45,915 1.36	47,265 1.40	48,616 1.44
7	43,214 1.28	44,565 1.32	45,915 1.36	47,265 1.40	48,616 1.44	49,966 1.48
8	44,565 1.32	45,915 1.36	47,265 1.40	48,616 1.44	49,966 1.48	51,317 1.52
9	45,915 1.36	47,265 1.40	48,616 1.44	49,966 1.48	51,317 1.52	52,667 1.56
10	47,265 1.40	48,616 1.44	49,966 1.48	51,317 1.52	52,667 1.56	54,018 1.60
11	48,616 1.44	49,966 1.48	51,317 1.52	52,667 1.56	54,018 1.60	55,368 1.64
12	49,966 1.48	51,317 1.52	52,667 1.56	54,018 1.60	55,368 1.64	56,718 1.68
13	51,317 1.52	52,667 1.56	54,018 1.60	55,368 1.64	56,718 1.68	58,069 1.72
14	52,667 1.56	54,018 1.60	55,368 1.64	56,718 1.68	58,069 1.72	59,419 1.76
15					59,419 1.76	60,770 1.80
16					60,770 1.80	62,120 1.84
17						63,471 1.88

LONGEVITY
LANES BA/BA+10/BA+20 - \$1,400
LANES BA+36/MA+12 - \$1,900
BEGINS WITH SECOND YEAR ON LAST STEP

SCHEDULE C
GRIEVANCE REPORT

Date Filed _____

Distribution of Forms

- 1. Association
- 2. Employee
- 3. Superintendent

Building _____

Name of Aggrieved Person _____

=====

LEVEL II

A. Date Alleged Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature

Date

E. Disposition by Principal _____

Signature

Date

LEVEL III

A. _____
Signature of Aggrieved Person

_____ Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee _____ Date _____

=====

LEVEL IV

A. _____
Signature of Aggrieved Person _____ Signature of Association President _____

B. _____
Date Submitted to Arbitration _____ Date Received by Arbitrator _____

C. Disposition and Award of Arbitrator* _____

Signature of Arbitrator _____ Date of Decision _____