



**CONFIDENTIAL EMPLOYEES**

**WORKING AGREEMENT**

**RESOLUTION**

**2020 - 2021**

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## **CONFIDENTIAL EMPLOYEES**

For the Confidential Employees of the College Community School District, it is hereby resolved by the Board of Directors of College Community School District, Linn County, Iowa:

### **SECTION I Positions and Definitions:**

#### **A. Positions Covered By This Agreement:**

The positions covered by this Agreement shall all be Administrative Assistant positions. The general areas of responsibility shall be:

Administrative Assistant for Business Services

Administrative Assistant for Employee Benefits

Administrative Assistant for Human Resources

Administrative Assistant for Student Services

Administrative Assistant for Fiscal/Accounting Services

Administrative Assistant for Learning Services

Administrative Assistant to Technology

Administrative Assistant to the Director of Business Services

Administrative Assistant to the Director of Transportation

Director of Buildings & Grounds

Administrative Assistant to the Director of Nutritional Services

Administrative Assistant to the Superintendent

#### **B. Definitions:**

The word "Board", as used in this agreement, means the Board of Directors or its duly authorized representatives. The word "employee" means those employees designated in Paragraph A above.

## **SECTION II Job Expectations and Evaluations:**

### **A. Job Expectations:**

All employees are expected to be aware and to follow the procedures detailed in the Job Descriptions for their respective assigned area.

### **B. Evaluations:**

All employees will be annually evaluated with regard to their ability, performance to job expectations and other appropriate criteria.

## **SECTION III Grievances and Complaints:**

Any employee who has reason to feel that they have not received proper, due and fair treatment shall follow the procedures developed in Board Policy 400.15 to resolve the problem.

## **SECTION IV Required Medical Examinations:**

All employees shall file with the Business Office at the beginning of service a written report of a medical examination by a physician. The report shall be on the form provided by the school. Upon receipt of the required report, a copy of the doctor's bill, and a copy of the insurance statement (if the employee is eligible for insurance) the Business Office shall reimburse the employee for the cost of the physical that is not covered by insurance up to \$100.00. In the event that the Board requests a physical other than the beginning of service physical, for the purpose of determining an employee's ability to perform assigned duties, the Board shall pay the cost of this physical. It is understood that the Board may designate the physician who will conduct this extra required physical examination.

## **SECTION V Work Year:**

All employees in this group shall be considered twelve (12) month employees. These employee's normal work year shall be considered to consist of 260 days, including vacations, holidays, and approved leaves of absence. For the purpose of determining a daily rate, the hourly salary shall be multiplied by eight (8) hours.

## **SECTION VI Holidays:**

The following paid holidays shall be recognized: Day before New Year's Day, New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Day before Christmas, and Christmas Day.

Employees required to work on a holiday as listed shall be paid double time. When a holiday listed in this section falls on Saturday or Sunday, an additional day of vacation shall be granted in lieu of said holiday, unless, the Board designates the Friday preceding or the Monday following as the recognized paid holiday.

## **SECTION VII Vacation Leave:**

All employees in this group shall be provided vacations with pay, according to the following schedule:

<b>Length of Service Completed on June 1</b>	<b>Number of Days</b>
Less than 6 months	5 Days
6 months' service	7 Days
12 months' service	10 Days
18 months' service	13 Days
2 years' service	14 Days
5 years' service	15 Days
7 years' service	16 Days
10 years' service	18 Days
12 years' service	19 Days
14 years' service	20 Days
15 years' service	21 Days

For the purpose of determining length of service and awarding vacation days on June 1<sup>st</sup>, employees starting original contracted service before January 1<sup>st</sup> will be considered to have completed six (6) months service by June 1<sup>st</sup>; employees starting contracted service before October 1<sup>st</sup> will be considered to have completed twelve (12) months service on June 1<sup>st</sup>. Absence on account of sickness, injury or disability in excess of that provided in sick leave provisions, may, at the request of the employee and within the discretion of the Superintendent of Schools, be charged against vacation leave allowance. Accumulation of vacation leave with pay shall not exceed thirty (30) days.

Employees must use 1/2 of their allotted vacation days within the year awarded. **In lieu of the 2019-2020 Coronavirus shutdown of College Community Schools, remaining vacation days from 2019-2020 will rollover and the employees will have until January 1, 2021 to utilize the remaining vacation days from 2019-2020.** The employee's supervisor shall approve all vacation leave. Vacations may be used any time during the school year with the appropriate administrator's approval, and approval shall not be withheld without good reason.

If an employee has been continuously employed for a period of more than twelve (12) months, payment for vacation days earned will be paid on a pro rata basis upon layoff, retirement, resignation or dismissal, if an employee gives five (5) days' notice in case of resignation or retirement. In the event of the death of an employee, payment will be made on a pro rata basis to the surviving spouse or to the estate of the employee.

## **SECTION VIII Sick Leave:**

Employees will be awarded 18 days of sick leave annually on July 1<sup>st</sup>. Accrual of sick leave shall be limited to ninety (90) days, as of June 1, 1981, shall not be reduced to a maximum of ninety (90) days, except through normal attrition. This attrition shall occur only after the employee has used the one and one-half (1-1/2) days (or portion thereof) are not used. These days shall not be carried forward to add to the accumulated total If it makes it more than ninety (90) days. When an employee qualifies for long term disability insurance benefits, then that employee, upon returning to active employment, shall be granted, on the first day of employment, the number of sick leave days the employee had available on the date of the disability, not to exceed ninety (90) days. Employees absent from work on legal holidays, during sick leave, or on vacation, or absent for disability arising from injuries sustained in the course of their employment or for authorized leaves of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty. An employee eligible for

sick leave with pay may use such sick leave upon approval of the supervisor for absences due to illness or injury. An employee on sick leave shall inform the supervisor of the fact and the reason thereof as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The supervisor may require a doctor's certificate before applying sick leave pay. Absence for a fraction (or part of a day) is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount no smaller than one half (1/2) day, on separation from school district service, all sick leave credit shall be canceled and may not be reinstated or paid for.

**NOTE:** Pregnancy in and by itself does not qualify an employee for the benefits of sick leave. Only sickness or a disability resulting from this temporary condition shall qualify an employee to use available sick leave benefits.

## **SECTION IX -- Leaves of Absence:**

### **A. Injury Leave:**

Any employee injured while engaged in work covered by Workers Compensation Insurance which results in absence from work, may be compensated by the school district for loss of wages caused by such injury, for the difference between the amount paid by the Workers Compensation Fund and the basic compensation rate of the employee, for a period not to exceed the number of sick leave days credited to the employee, and if the employee requests sick leave. In order to receive such supplemental benefits, a written statement from a practicing physician licensed under the State of Iowa describing the nature and extent of the injury in detail may be required by the appropriate department head.

### **B. Illness in Family Leave:**

1. Illness in the Family Leave shall be construed to mean leave necessitated by illness of a member of the employee's immediate family. The immediate family shall be construed to mean, father, mother, son, step-son, daughter, step-daughter, wife or husband.
2. Eligible employees shall be entitled to up to five (5) days annually, non-accumulative.
3. Eligible employees, for the purpose of determining eligibility for this leave, shall be those employees normally working more than 1,000 hours per school year.
4. This leave shall be subject to the approval of the employee's supervisor.



**C. Funeral Leave:**

Funeral leave with pay, shall be authorized for the purpose of attending the funeral and attending to urgent business connected with the said death of members of the immediate family, construed to mean parent, step parent, child, step child, spouse, grandchild, brother or sister, parents-in-law, sister-in-law, brother-in-law. Such leave shall be up to four (4) days in each instance for regular employees. Up to two (2) more days may be approved for necessary travel, or attending to urgent business connected with the death. Two (2) days of funeral leave may be used to attend, in each instance, the funeral of, maternal or paternal grandparents, child-in-law, aunt or uncle. Up to one (1) more day may be approved for necessary travel or attending to urgent business connected with the death. In all cases of funeral leave, the employee shall be paid for those days the employee would have been otherwise scheduled to work.

**D. Jury or Court Duty:**

The Board of Directors may authorize special leave with pay for service on a jury or attending court, except in the cases involving a criminal act by the employee or a civil case initiated by the employee. Remuneration received by the employee, above mileage, for said service, shall be turned over to the school district, in return for full regular pay from the district.

**E. Family Medical Leave:**

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 the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

**F. Floater/Vacation Leave:**

Each employee shall be credited with two (2) Floater Days which may be used at the discretion of the employee. An employee planning to use a Floater Day shall notify the employee's supervisor at least one (1) day in advance, except in cases of emergency. In an emergency situation, the employee shall notify the supervisor as early as possible. Unused Floater Days will be added to the vacation accumulation.

**G. Other Leaves:**

The Board may authorize other leaves of absence for any period or periods not to

exceed three calendar months in any one fiscal year for the following purposes: With or without pay, for attendance at a college, university, or business school, for the purpose of training in subject relating to the work of the employee and which will benefit the employee and the district, without pay, for urgent personal business requiring the employee's attention for an extended period, such as settling estates or liquidating a business; and with or without pay, for purposes other than the above that are deemed beneficial to the school district service.

In addition to leave authorized above, the Superintendent may authorize the employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any school fiscal year.

## **SECTION X Absence Without Leave:**

An employee who is absent from duty shall report the reason to his/her supervisor prior to the date of absence when possible and in no case later than one-half (1/2) hour before the commencement of a working day. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Two consecutive days of absence without leave shall be construed as representing resignation from the school district service.

## **SECTION XI Records:**

Attendance and leave records for all shall be maintained on a current basis by the School District Business Office and shall be available for inspection.

## **SECTION XII Early Separation Pay:**

### **A. Eligibility:**

Employees who have completed at least fifteen (15) years of service with the school district and who are at least fifty-five (55) years of age shall be eligible for early separation pay. The early separation provision expires upon the employee becoming Medicare eligible. The employee must request the early separation pay prior to April 1<sup>st</sup> in the year of separation. The early separation must occur between April 1<sup>st</sup> and June 30<sup>th</sup> in the year of request. The employee must provide proof prior to receiving any benefits that they have requested to draw IPERS no later than the end of the fiscal year following the date of. Early separation pay shall not be granted to any employee who is discharged for cause by the school district.

**B. Number of Days:**

An eligible employee, upon early separation, shall receive as early separation pay, an amount representing Seventy-five (75) days' pay, subject to the Pro Rate Schedule as provided in Section D.

**C. Rate of Pay:**

In applying these provisions, an employee's daily rate of pay shall be the daily rate at the time of retirement (Example: 8 hours' x hourly rate), as provided in Section XV of this contract.

**D. Pro Rate Schedule:**

An employee shall be eligible for early separation pay, as defined and limited in Section B, according to the following schedule relating to the employee's eligibility at the end of the school year during which the employee is last employed.

ELIGIBILITY PERCENTAGE

Year 1-5 100%

Year 6 50%

Year 7 25%

Year 8 0%

**E. Health Insurance:**

Single medical coverage (excluding dental benefits) will be provided by the district for an employee who elects to receive benefits under this provision until they become Medicare eligible provided that the employee has participated in the district sponsored insurance program the three years prior to separation. The employee may elect to continue coverage in the dental, two persons, or family coverage until they become Medicare eligible upon payment of the appropriate premiums to the district by the employee.

## **SECTION XIII Insurance Coverage**

### **A. Medical/Dental Coverage**

The district shall provide single/medical coverage for each employee. The medical plan provided will be the preferred provider organization (PPO Choice) as offered by the (MIIP) group. The employee may purchase additional insurance above the district provided plan. Employees with spouses that are employed by the district may apply the amount of the single medical/dental coverage to the two person or family coverage. Eligible employees whose spouse is employed by another MIIP member may choose to receive \$210.00 per month in lieu of insurance. Eligible employees that choose to not be covered through the district's/MIIP group plan will receive \$125.00 per month in lieu of insurance. Those employees declining coverage must meet the following conditions

1. proof must be provided that the employee is covered by a medical plan and a waiver must be signed,
2. the number of employees permitted to decline coverage will be limited to 25% of the eligible employees district wide.

If more than 25% desire to decline coverage, district wide seniority will determine those eligible to decline coverage. Those employees above the 25% will be placed on a waiting list and will have the first option of not taking coverage in the following year. Anyone declining coverage in the current year can only return to coverage upon the occurrence of a HIPAA Qualifying Event.

Employees may pay premiums above the district provided amounts with regular payroll deductions or with salary reduction dollars in accordance with IRS regulations. They may also pay additional medical expenses and establish a dependent care spending account with salary reduction dollars in accordance with IRS regulations.

All insurance benefits shall be subject to the regulations and insurance policy terms of the carrier providing such insurance and to regulations of the Internal Revenue Service.

### **B. Term Life Insurance:**

The district shall provide each employee with a \$20,000 term life insurance policy including a \$20,000 accidental death and dismemberment policy. Additional term life insurance in increments of \$10,000 to a maximum of \$50,000; Employees may pay the premiums/costs with regular payroll deductions or with salary

reduction dollars in accordance with IRS regulations. All insurance benefits shall be subject to the regulations and insurance policy terms of the insurance company providing such insurance and to regulations of the Internal Revenue Service. Employees may purchase additional term insurance above \$50,000 in increments of \$10,000 to a maximum of \$100,000. This additional insurance is subject to underwriting and is payable under payroll deduction. Employees cannot pay for amounts above \$50,000 with pre-tax dollars.

**C. Disability Income Insurance:**

The Board of Directors shall purchase at school district expense a disability income protection policy under the provisions of current Board policy. All insurance benefits shall be subject to the rules, regulations and insurance policy terms of the company providing such insurance.

**D. Continued Insurance in the Event of Total Disability:**

If, in the opinion of the Board, an employee becomes totally disabled necessitating his/her absence from work, the Board will continue insurance payments set forth in this section of the agreement until the earlier of:

1. Three calendar months following the date of total disability, or
2. The earliest date on which the employee is able to convert the policy or policies to personal policies; or
3. The date on which the insurance policy provides mandatory cancellation due to the employee status.

**E. Initial Coverage:**

Eligible employees, new to the district, will be covered by insurance no later than thirty (30) days after initial employment. All insurance benefits shall be subject to the rules, regulations, and insurance policy terms of the insurance company providing such insurance.

## **SECTION XIV SALARY AND COMPENSATION**

**A. Salary Rates:**

**1. Salary Range:**

Employees covered by this agreement will be paid in a range from \$18.50 an hour to \$26.25 an hour, with placement to be by administrative

recommendation, subject to the complaint procedure. Accounts Supervisor-Business Office Coordinator and Payroll/Benefits Specialist may be paid a salary dependent upon their training and duties assigned.

## **2. Substitute Rate:**

The substitute rate for positions covered by this agreement will be \$17.00 an hour.

## **3. Starting Rate on Initial Full Time or Part Time Employment:**

Original appointment to any position will be made within the salary range stated above. Experience and other qualifications will be considered when making the placement. All new employees must remain on probation for a minimum of 90 calendar days. The administrator in charge may extend the probation time up to an additional 90 days. Upon successful completion of the probationary time period the salary rate will increase \$.50 an hour.

## **B. Overtime Work and Compensation:**

In emergencies, a department head or supervisor may prescribe a reasonable period of overtime work to meet operational needs. Completed records of overtime shall be maintained by the supervisor.

Employees shall be compensated for authorized overtime work by payment at time and one-half. Overtime, for the purposes of this Resolution, shall be defined as all hours worked in excess of forty (40) hours in any week during the period Monday through Sunday. For purposes of describing "hours worked" in this section, hours allowed for any paid leave shall count as hours worked.

## **C. Compensation for Attendance Required Workshops:**

Employees required to attend workshops shall be compensated at regular wage rate for the time spent in attendance at said workshops, with the limitation that said time shall not exceed normal compensation time for said employee while conducting his/her regular job. Employees shall be encouraged to attend at least one state or local meeting or workshop, related to their work, each year.

## **SECTION XV Effective Dates:**

The effective date for this Resolution shall be July 1, 2020 through June 30, 2021.