CEDAR RAPIDS CSD/ CARPENTERS #308 05-08

AGREEMENT

between

Local 308, United Brotherhood
of
Carpenters and Joiners
of America

and the

Cedar Rapids
Community School District

Cedar Rapids, IA

2005 – 2008

(For the year 2005-2006)

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ARTICLE I
RECOGNITION

A. UNIT

The Cedar Rapids Community School District hereby recognizes Local 308, United Brotherhood of Carpenters and Joiners of America, as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case #692) issued by the Public Employees Relations Board on November 5, 1976. This shall include all such personnel on an authorized leave of absence, but shall not include any position which is supervisory or administrative in nature.

The unit described in the above certification is as follows:

INCLUDED: All carpenters employed by the school district.

EXCLUDED: Part-time employees, temporary employees, administrative assistants, directors and their assistants, supervisors and all other persons excluded by Section 4 of the Public Employees Relations Act.

B. DEFINITIONS

1. The term, "school district," as used in this Agreement, shall mean the Cedar Rapids Community Schools, in the County of Linn, State of Iowa, its Board of Directors, or its duly authorized representatives.

2. The term, "Union," as used in this Agreement, shall mean the Local 308 of the United Brotherhood of Carpenters and Joiners of America, or its duly authorized representatives.

3. The term, "employee," as used in this Agreement, shall mean any person described in the bargaining unit as set forth in Section A of this Article.

4. The term, "part-time employee," as used in this Agreement, shall mean any employee whose regular work week is less than thirty (30) hours per week.

5. The term, "temporary employee," as used in this Agreement, shall mean any employee employed on an uninterrupted basis by the school district for ninety (90) calendar days or less.

ARTICLE II
WORK DAY AND WORK WEEK

A. WORK DAY

The "regular work day" shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m. Employees may be required to work adjusted daily schedules when given at least three (3) calendar days advance notice by the responsible administrator. The advance notice provision shall not be required in the event of an emergency. When there is not an emergency and there is no advance notice given, the employee shall be paid for the overtime work at the appropriate rate, provided s/he has worked the regular work week.

B. WORK WEEK

The "regular work week" shall consist of five (5) eight-hour days, Monday through Friday. An employee may be required to work beyond the regular work week. The employee shall be paid for the overtime work at the appropriate rate, provided s/he has worked the regular work week.

ARTICLE III
BASIC COMPENSATION

A. RATES OF PAY (UPDATED 6/22/05)

Employees shall be compensated for all hours of work and paid leaves pursuant to wage rates set forth in Schedule A, a copy of which is attached hereto and incorporated herein by this reference as though fully set forth. Effective July 1, 2005 the base hourly wage rate in Schedule A shall be increased by the amount of $1.09 per hour to a total of $27.84. Effective July 1, 2006 the base hourly wage rate in Schedule A shall be increased by an amount equal to a 4% total package or to the District's percentage of allowable growth (See Section B below) as determined by the Iowa State Legislature for the fiscal year beginning July 1, 2006, whichever is greater. Effective July 1, 2007 the base hourly wage rate in Schedule A shall be increased by an amount equal to a 4% total package or to the District's percentage of allowable growth (See Section B below) as determined by the Iowa State Legislature for the fiscal year beginning July 1, 2007, whichever is greater.

B. FRINGE BENEFIT VALUE

The annual adjustment of the base hourly wage rate as determined in Section A above shall include any increase in actual cost to the employer of FICA, IPERS, long term disability insurance, travel accident insurance and life insurance.

C. SUBSTITUTION

An employee substituting for another shall be paid at her/his own rate per hour, or at the rate of the individual substituted for if that be higher, for the hours involved.

D. METHOD OF PAYMENT

Pay days shall be established by the payroll department prior to the beginning of each work year. Normally, pay days shall be every other Friday, except when such Friday falls on a holiday, in which case the pay day shall be on the last previous working day.

B. WORK WEEK

The "regular work week" shall consist of five (5) eight-hour days, Monday through Friday. An employee may be required to work beyond the regular work week. The employee shall be paid for the overtime work at the appropriate rate, provided s/he has worked the regular work week.

ARTICLE III
BASIC COMPENSATION

A. RATES OF PAY

Employees shall be compensated for all hours of work and paid leaves pursuant to wage rates set forth in Schedule A, a copy of which is attached hereto and incorporated herein by this reference as though fully set forth. Effective July 1, 2005 the base hourly wage rate in Schedule A shall be increased by the amount of $ .94 per hour to a total of $27.69. Effective July 1, 2006 the base hourly wage rate in Schedule A shall be increased by an amount equal to a 4% total package or to the District's percentage of allowable growth (See Section B below) as determined by the Iowa State Legislature for the fiscal year beginning July 1, 2006, whichever is greater. Effective July 1, 2007 the base hourly wage rate in Schedule A shall be increased by an amount equal to a 4% total package or to the District's percentage of allowable growth (See Section B below) as determined by the Iowa State Legislature for the fiscal year beginning July 1, 2007, whichever is greater.

B. FRINGE BENEFIT VALUE

The annual adjustment of the base hourly wage rate as determined in Section A above shall include any increase in actual cost to the employer of FICA, IPERS, long term disability insurance, travel accident insurance and life insurance.

C. SUBSTITUTION

An employee substituting for another shall be paid at her/his own rate per hour, or at the rate of the individual substituted for if that be higher, for the hours involved.

D. METHOD OF PAYMENT

Pay days shall be established by the payroll department prior to the beginning of each work year. Normally, pay days shall be every other Friday, except when such Friday falls on a holiday, in which case the pay day shall be on the last previous working day.

ARTICLE IV
OVERTIME

Time and one-half shall be paid for all work performed after forty (40) hours in one regular work week. Twice the regular rate shall be paid for all work performed on Sundays and holidays.

No overtime shall be worked without the prior approval of the responsible administrator.

ARTICLE V
SALARY REDUCTION/GROUP INSURANCE

A. SALARY REDUCTION

Bargaining unit employees shall be eligible to purchase, at the employee's expense, any Health and dental insurance under the same provisions and premium rates as those of other District employees.

Each employee will have the option of executing an annual election form for salary reduction of the employee's regular salary for all health and dental options available to other District employees under the same provisions, terms, and conditions of said insurance policies and plans. The full yearly amount for the employee's share of the costs of the employee's insurance selections shall be deducted from the paychecks issued during the employee's work year.

B. MEDICAL REIMBURSEMENT ACCOUNT AND DEPENDENT CARE ACCOUNT

All employees may participate, at no employee administrative cost, in the employer's medical reimbursement account and dependent care account, which under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

C. LIFE INSURANCE

The school district shall provide a group term insurance plan which includes $20,000 life insurance coverage and an additional $20,000 for accidental death and dismemberment benefit in accordance with the policy in force.

D. LONG-TERM DISABILITY INSURANCE

For each employee, the school district shall pay the premium for the plan in force on the effective date of this Agreement.

E. TRAVEL ACCIDENT INSURANCE

For each employee, the school district shall pay the premium for the plan in force on the effective date of this Agreement.

F. TORT LIABILITY INSURANCE

The school district shall pay the premium for liability insurance covering performance of job-related duties as provided in Chapter 670, Code of Iowa.

G. WORKERS' COMPENSATION

If an employee qualifies for Workers' Compensation benefits, and the employee elects to have the school district supplement the benefits, the following procedures shall apply:

1. The school district shall pay the employee the employee's regular rate of pay for the number of days the employee has accumulated as sick leave.

2. The employee shall endorse and assign the Workers' Compensation payments to the school district for that period of time.

3. One (1) day of accumulated sick leave shall be deducted for each day of absence.

4. The employee shall retain the Workers' Compensation payments for periods of time following exhaustion of accumulated sick leave.

If an employee qualifies for Workers' Compensation benefits, and the employee elects not to have the school district supplement the benefits, the employee shall retain the Workers' Compensation benefits and the school district shall deduct from the employee's accumulated sick leave an amount of time proportionate to the amount of Workers' Compensation payments made to the employee.

The employee shall notify the school district of his/her option within three (3) days of receipt of the school district's notice to make such election. Failure to report within such time limit shall be treated as an election not to have the District supplement the benefits.

H. DURATION OF INSURANCE CONTRIBUTIONS

Except as otherwise provided in this Agreement, an employee is eligible for District contributions as provided in this Section as long as the employee is employed by the District. Elected insurance coverage for an employee who terminates employment continues until the end of the period for which the premium has been contributed either by the District or by the employee through salary reduction. District contributions to all other insurance coverages will cease effective on the last day of the month in which the employee terminates.

I. EFFECTIVE DATE FOR NEW EMPLOYEES

Employees new to the District shall be covered by the school district insurance programs and the District salary reduction plan as soon after employment as the respective provisions, terms and conditions of the policies and plans and the Salary Reduction Plan permit.

J. CLAIMS AGAINST THE SCHOOL DISTRICT

The school district's only obligation under this Article is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the school district as a result of a denial of insurance benefits.

K. ELIGIBILITY

For purposes of this Article, it is understood and agreed by the parties that group insurance shall be allowed only for those employees who are employed at least thirty (30) or more hours per week.

ARTICLE VI
VACATIONS

Earned vacation periods shall be determined as of July 1 of each year, and shall be used during the ensuing year. Employees shall receive vacation based upon their normal work week. Employees who normally work less than twelve (12) months shall receive a vacation period reduced pro rata (e.g. a nine-month employee shall receive three-fourths of the designated vacation period.) The following schedule shall be used to determine vacation earned:

Years of Completed Service As of July 1	Vacation Period
28 years or over	6 weeks
21 years or over	5 weeks
14 years or over	4 weeks
7 years or over	3 weeks
1 year or over	2 weeks
Less than one year	Pro rata

An employee eligible for vacation may request a particular period of vacation. Upon receipt of a vacation request, the responsible administrator, in consultation with the employee, shall establish the vacation period.

Vacation shall be earned from the first day of employment. Upon leaving the employment of the District, the employee shall be paid her/his earned, but unused vacation, provided vacation time offered to an employee, but unused, shall not be compensated.

ARTICLE VII
HOLIDAYS

Employees shall be granted the following holidays with pay:

Labor Day	New Year's Day
Veterans Day*	President's Day*
Thanksgiving Day and Friday following Thanksgiving Day	Good Friday*
	Memorial Day
Christmas Day	Fourth of July (12 month employees only)

*These holidays in the work calendar may fall on days other than the actual date of the holiday. This shall be determined by the district's school calendar.

If the holiday falls on Saturday, time off with pay shall be granted on the preceding Friday. If the holiday falls on Sunday, time off with pay shall be granted on the following Monday. Notwithstanding any other provision of this Article, if any holiday shall fall on a day when students are present, the school district may designate an alternate date on which such holiday shall be observed by giving thirty (30) calendar days notice thereof.

An employee may take the work day prior to or subsequent to the holiday with loss of pay on the work day, but with pay on the holiday, provided s/he has received approval of the responsible administrator. This approval must be requested at least four (4) calendar days prior to the holiday. Unexcused absences before or after a holiday shall cause a forfeiture of pay for both the day of the unexcused absence and the holiday.

ARTICLE VIII
LEAVES OF ABSENCE

A. PERSONAL ILLNESS OR DISABILITY

Employees shall be granted leave without loss of salary as follows:

At the beginning of employment	10 days (pro-rated)
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth year of employment and each subsequent year	15 days

Personal illness or disability leave shall be pro-rated, depending on the number of hours per day the employee works. Personal illness or disability leave may be accumulated to a maximum of one hundred ninety (190) days for 10-month employees, two hundred ten (210) days for 11-month employees and two hundred thirty (230) days for 12-month employees. Personal illness or disability leave pay shall be approved by the responsible administrator after submission of an Absence From Duty form. A request may be made for a certificate from a medical doctor from those individuals who are frequently absent from their duties because of illness or from those who are absent for an extended period of time.

The school district may grant a leave of absence without pay if an employee has exhausted all accumulated personal illness or disability leave and continues to be ill.

B. ILLNESS IN THE FAMILY

In the event of illness in the immediate family, an employee may be granted up to three (3) days of absence without loss of salary or deduction from personal illness or disability leave. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, or father-in-law. Unused family illness leave may accumulate up to 10 (ten) days.

The granting of this leave is subject to the approval of the responsible administrator. The school district may require a doctor's certificate as proof of illness or another person's statement acceptable to the responsible administrator. The granting or withholding of such leave shall not be precedential.

C. BEREAVEMENT

In the event of death in the immediate family, an employee shall be granted a leave of absence not to exceed five (5) days, at the time of such death. The leave granted shall be without loss of salary or deduction from personal illness or disability leave, but it shall not be cumulative.

The immediate family shall mean father, mother, son, daughter, husband, wife, brother, sister, mother-in-law, father-in-law or grandchild. In case of death of other relatives, one (1) day of absence with full pay shall be granted. Other relatives shall be construed to mean son-in-law, daughter-in-law, grandmother, grandfather, sister-in-law, brother-in-law, aunt or uncle.

The death of some other person may warrant the same treatment as listed for one of the above categories. Such cases will be considered on an individual basis.

The amount of leave allowed under this provision is subject to the discretion of the responsible administrator and the granting or withholding of such leave shall not be precedential.

D. EMERGENCY

Leave for situations that arise that are emergency in nature may be requested using personal leave, Article VIII, Section E.

E. PERSONAL LEAVE

It is recognized that certain personal matters cannot be cared for after school hours, on weekends, or during vacation periods. Each employee shall be allowed two (2) days personal leave, the scheduling of which shall be subject to the approval of the responsible administrator with 24 hours notice, except in cases of emergency. The employee may be required to confirm in writing the emergency situation that caused the request. However, such requirement of scheduling approval shall not be construed as to preclude the employee from using the personal leave day during the contract year. Such leave shall not be deducted from regular sick leave, and if unused at the end of the fiscal year, shall accumulate as a days of sick leave.

F. JURY DUTY

If an employee is called for jury duty, s/he shall continue to receive full salary compensation less the amount of money paid him/her for such service. Application for leave for jury duty should be made to the Superintendent or designee. When a juror is not required to do full-time jury service, s/he is expected to report for regular work.

G. MILITARY

Military leave shall be granted in accordance with applicable law. Employees who are subject to state or federal military reserve duty shall make every reasonable effort to arrange for reserve military training when school is not in session.

H. GENERAL LEAVE

An employee may apply for a general leave of absence without pay or benefits. A leave of absence may be granted for reasons deemed appropriate by the Superintendent or designee.

I. PRO RATA

When leaves are authorized with pay, employees who work less than forty (40) hours per week shall be compensated based upon their normal work day.

ARTICLE IX
SENIORITY RIGHTS

In the event of layoffs, the creation of new positions or promotions, seniority rights shall prevail where qualifications justify. If disagreements or grievances are filed regarding qualifications, an arbitration committee consisting of the following persons shall have the final decision: Associate Superintendent-Human Resources, Manager-Buildings and Grounds, two (2) organizational representatives who must be employees of the District and the trade foreman.

ARTICLE X
HEALTH PROVISIONS

PHYSICAL EXAMINATIONS

Upon notice by the District, employees shall be required to have a triennial physical examination, which shall include a basic tuberculin test. After notice is given by the District, employees shall have until the last work day of the school year to submit the completed physical examination to the District.

ARTICLE XI
EMPLOYEE EVALUATION

New employees shall be evaluated in writing by the appropriate administrator or designee at least one (1) time during the first six (6) months of employment. Thereafter, employees shall be evaluated in writing at least one (1) time every three (3) years.

All written evaluations shall be based on an overall assessment of the employee's performance.

The administrator or designee shall hold a conference with the employee, and the employee shall receive a copy of the written evaluation. The completed evaluation form shall be signed by both parties at that time. The employee shall have the right to respond, in writing, to the evaluation within seven (7) calendar days after the conference.

ARTICLE XII
MISCELLANEOUS

A. COMPLAINT PROCEDURE

If an employee disagrees with an administrative decision concerning any section of this contract, said employee shall submit to the Manager-Buildings and Grounds the nature of the complaint in writing within ten (10) calendar days of the date of the complaint or the employee's knowledge of its occurrence. The Manager-Buildings and Grounds shall make a decision on the complaint and communicate it in writing to the employee within ten (10) calendar days after receipt of the complaint.

If the complaint has not been resolved, the employee may file the complaint in writing with the Associate Superintendent-Human Resources within seven (7) calendar days after the decision by the Manager-Buildings and Grounds. The Associate Superintendent-Human Resources shall make a decision on the complaint and communicate it in writing to the employee within ten (10) calendar days after receipt of the complaint.

In the event the complaint has not been resolved, the employee may file the complaint in writing with the Superintendent or designee within seven (7) calendar days after the Associate Superintendent-Human Resources' decision. The Superintendent or designee shall make a decision on the complaint and communicate it in writing to the employee within ten (10) calendar days after receipt of the complaint. The decision of the Superintendent or designee shall be final.

B. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses, or at such other address as may be designated by a party in written notification to the other party.

1. If by Union, to school district at:
   The Superintendent's Office
   346 Second Avenue SW
   Cedar Rapids, Iowa 52404

2. If by school district, to Union at:
   Wayne M. Knapp
   Union Steward
   2207 Birchwood Drive NE
   Cedar Rapids, Iowa 52402

ARTICLE XIII
COMPLIANCE CLAUSES AND DURATION

A. SEVERABILITY

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

B. FINALITY

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school district and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

C. TERM

This Agreement shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2008 except that the employer may reopen Article V, A.

D. SIGNATURE CLAUSES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereon, all on the 11th day of April, 2005.

LOCAL 308, UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS
OF AMERICA
350 Waconia Ct. SW
Cedar Rapids, Iowa 52404

By Wayne M Knapp
Wayne Knapp, Union Steward

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT
in the County of Linn, State of Iowa

By Mary Meisterling
Mary Meisterling, President

By David M Markward
David Markward, Superintendent

UPDATED 6/22/05

SCHEDULE A

CARPENTERS' HOURLY ADJUSTMENT

2005-2006	$1.09 per hour increase to $27.84**
Carpenter, Foreman	$1.75**

** Applies to work defined in Article II, Section A

SCHEDULE A

CARPENTERS' HOURLY ADJUSTMENT

2005-2006	$ .94 per hour increase to $27.69**
Carpenter, Foreman	$1.75**

** Applies to work defined in Article II, Section A

CEDAR RAPIDS
Community Schools ™