

An Agreement
Between
The Board of Education
of the
Cedar Falls Community School District
and
The Cedar Falls Educational Support Professionals

2020-2021

Cedar Falls, IA

TABLE OF CONTENTS

Article 1	Base Wage	1
Article 2	Sick Leave Bank	2
Article 3	Grievance Procedure	2
Article 4	Duration of Agreement	4
Appendix	Grievance Form	5

An Agreement, to become effective on July 1, 2020.

The Board of Education of the Cedar Falls Community School District, Black Hawk County, Iowa, hereinafter referred to as the Employer, and the Cedar Falls Educational Support Professionals (CFESP), hereinafter Organization, agree as follows:

ARTICLE 1
BASE WAGE

1.1 **Base wage rates:** The base wage is the minimum (bottom) rate of pay for a job classification, category, or title, exclusive of any and all additional pay. The 2020-21 **base hourly rate** for each classification is as follows:

		<u>2020-21</u>
Paraeducator I	Regular Program	\$11.37
Paraeducator I	Special Education	\$11.90
Paraeducator II	(media & NCLB)	\$11.47
Secretary I		\$12.12
Secretary II		\$12.37
Secretary III		\$12.57

1.2 Employees moving from one classification to another will have their hourly rates increased or decreased by the difference between the base rates of the new classification and the former classification.

1.3 The increases for all **continuing employees** for 2020-2021 shall be **\$0.32 /hour** for all classifications and in addition to this amount a further **\$0.15/hour** for Special Education Paraeducators, Secretary I and Secretary II.

1.4 **Longevity pay:**

STARTING YR.	RATE Per Hr.(\$)
5	0.12
10	0.16
15	0.20
20 and beyond	0.24

Note: the longevity rate is in addition to the employee's hourly base pay rate. Longevity pay does not compound from one year to the next.

1.5 Wage payments shall be made each pay period based on hours worked per week during the pay period, plus paid leave in the pay period when applicable. Payments shall be made by direct deposit, via electronic transmission to the financial institution and account specified by the employee. All new employees are required to receive payment via direct deposit as permitted by Iowa Code chapter 91A.3. Funds will be available on the last business day (Monday-Friday) of each calendar month. The first payment shall occur on the last business day of September and the final payment shall occur on the final business day of June.

Article 2
SICK LEAVE BANK

- 2.1 **Sick Leave Bank:** A sick leave bank will be established for use by employees in this bargaining unit who choose to participate. The bank year will be from September 1 through August 31 annually.
- 2.2 Use of sick leave bank days will commence on the ninety-sixth (96th) contract day of sickness or injury of the eligible employee and will continue for up to a period of time not greater than the remaining days of the individual's contract.
- 2.3 Participation in the bank system will be on a voluntary basis and contributions will be made in the form of two (2) days of sick leave (expressed as hours of work time) from the current year's allocation.
- 2.4 The days contributed (as hours) to the bank become the property of the bank and are non-returnable to the employee.
- 2.5 Employees who wish to enroll must submit two (2) completed copies of this to the Business Office on or before September 15 of the year for which participation is desired. The Business Manager will sign the forms and return one (1) copy to the employee. This sick leave bank application will continue from year to year unless revoked in writing by the employee before September 10 of the school year in which the revocation is to be effective.
- 2.6 Assets of the bank will not be carried over from year to year in excess of 600 hours. The following year's bank will consist of the hours carried forward plus all contributed hours for that year's participation.
- 2.7 Use of the bank leave hours will be on an hourly basis, e.g., everyone eligible will draw hours from the bank until total bank leave hours have been exhausted.

ARTICLE 3
GRIEVANCE PROCEDURE

- 3.1 **Definition:** A grievance is a claim that there has been a violation, misinterpretation, or misapplication of some provision of the Agreement.
- 3.2 **Grievants:** Every employee and/or the Organization shall have the right to present grievances in accordance with these procedures.
- 3.3 **Party in Interest:** A party in interest is the person or persons who might be required to take action, or against whom action might be taken in order to resolve the grievance.
- 3.4 **Representation:** An aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or, at his or her option at Levels Two and Three, by a representative selected or approved by the Organization.
- 3.4.1 **Level One - Principal (Informal)**
- If an employee/Organization feels that a violation, misinterpretation, or misapplication of some provision of the Agreement has occurred, he or she/Organization shall first discuss the matter with the building principal.
- Informal discussion specified at this level must be initiated within ten (10) working days of the event or condition giving rise to the discussion.
- 3.4.2 **Level Two - Principal (Formal)**

If the employee/Organization is not satisfied with the results of the informal discussion of the problem (Level One), he or she may file a formal grievance on the form set forth in Appendix A, Grievance Form. Any formal grievance must be filed in writing with the principal within ten (10) working days of the event or condition giving rise to the grievance.

The principal shall have ten (10) working days in which to respond in writing to the grievance. If the employee/Organization is not satisfied with the disposition of the grievance at this level, or if no disposition has been made, the grievance may within ten (10) working days of the date of disposition or expiration of the time limit for such disposition, be submitted to Level Three.

3.4.3 Level Three - Superintendent of Schools or Designee

The Superintendent of Schools, or designee, shall have ten (10) working days, in which to provide a written disposition of any grievance submitted properly, following the prescribed actions at Level One and Level Two. The decision of the Superintendent shall be final and binding on the parties.

ARTICLE 4
DURATION OF AGREEMENT

This Agreement shall be in force and effect from July 1, 2020, to and including June 30, 2021.

Cedar Falls Educational Support
Professionals

By: Cynthia Strider
President

Board of Education, Cedar Falls
Community School District

By: [Signature]
President

Dated this 11 day of May 2020

Dated this 25th day of June 2020

**APPENDIX A
GRIEVANCE FORM
CEDAR FALLS COMMUNITY SCHOOL DISTRICT
(Submit to Principal in Duplicate)**

Building _____
Assignment _____
Name of aggrieved person _____
Date filed with principal _____
Certification by C.F.E.S.P. _____
Principal's signature _____

Level II

- A. Date cause of grievance occurred _____
*B. Statement of grievance _____
C. Provision of the Agreement alleged to have been violated, misinterpreted, or misapplied _____

D. Relief sought _____

Date _____ Signature _____

E. Disposition by principal _____

Date _____ Signature _____

Level III

F. Signature of aggrieved person _____

G. Date received by superintendent or designee _____

H. Disposition by superintendent or designee _____

Date

Signature

*Additional pages may be attached to include information regarding B, C, D, E, and H.