
AGREEMENT

between

Local 199, Service Employees International Union

and the

Cedar Rapids Community School District

Cedar Rapids, Iowa

2009 - 2010

(For the year 2009 – 2012)

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**ARTICLE I
RECOGNITION AND DEFINITIONS**

The Board of Directors of the Cedar Rapids Community School District (hereinafter called "Board" or "school district") hereby recognize Local 199 of the Service Employees International Union (hereinafter called "Union") as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case #4777) issued by the Public Employees Relations Board on September 22, 1992. 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 bargaining unit described above includes all maintenance, custodians, engineers, press operators and grounds personnel, security officers, utility pesticide applicators, distribution specialists, and mechanics employed by the Board. The bargaining unit described above does not include part-time bus drivers, temporary employees, administrative assistants, directors and their assistants, coordinators and their assistants, and all other persons excluded by Section 4 of the Public Employees Relations Act.

As used herein, the term "employee" shall mean all persons described in the bargaining unit set forth above.

As used herein, the term "regular employee" shall mean all employees except part-time and temporary employees.

As used herein, the term "part-time employee" shall mean all employees whose normal work week is less than thirty (30) hours per week.

As used herein, the term "temporary employee" shall mean all employees employed on an uninterrupted basis by the Board for ninety (90) calendar days or less, provided in computing such ninety (90) days the summer recess during which students are not in attendance shall not be included, but such summer recess shall not be deemed an interruption of employment.

**ARTICLE II
REGULAR WORK DAY AND WORK WEEK**

A "regular work day" shall consist of eight (8) hours. The hours of work shall be consecutive except when an unpaid lunch period is provided. A "regular work week" shall consist of five (5) eight-hour days, commencing at the beginning of work on Monday and running to the end of the shift on the following Friday. Nothing herein shall preclude employees volunteering to work some other regular work week, provided such alternate regular work week shall not include Sunday.

**ARTICLE III
BASIC COMPENSATION**

A. RATES OF PAY

The wages and salaries reflected in Schedule A, attached hereto, shall be a part of this Agreement.

B. 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.

C. REASSIGNMENT

Employees who change jobs through promotion, bidding or reduction in responsibility shall move horizontally across the salary schedule.

**ARTICLE IV
OVERTIME**

- A. Twice the regular rate shall be paid for all work done on Sunday.
- B. Twice the regular rate, in addition to holiday pay, shall be paid for all work performed on holidays.
- C. Time and one-half shall be paid for all work performed after forty (40) hours in one regular work week or after eight (8) hours in any one work day.
- D. In the regular work day, overtime shall be paid as noted above, with a guaranteed minimum of one (1) hour for routine building checks and two (2) hours for emergency situations.
- E. For the purposes of computing overtime, all authorized paid leave time shall be counted as work time.
- F. Employees scheduled to work beyond the regular work week shall not be entitled to compensation for duties not performed as scheduled.
- G. No overtime shall be worked without the prior approval of the responsible administrator.

**ARTICLE V
ADJUSTED SCHEDULES**

Employees may be required to work adjusted daily or weekly schedules when given at least three (3) work days advance notice by the responsible administrator. The advance notice provision shall be waived on emergency school closure days. Without such notice, the employee shall be paid for the overtime worked at the appropriate rate, provided s/he has worked a full forty (40) hours during the work week.

Adjustments must be made within the regular work week.

Third shift shall start at 11:00 p.m. and end at 7:00 a.m. inclusive of a thirty (30) minute lunch period, on school premises, unless excused by the responsible administrator. Premium pay shall be granted for three (3) or more hours worked between the hours of 11:00 p.m. and 7:00 a.m.

An employee who works four (4) or more hours of overtime between the hours of 12:00 a.m. and 7:00 a.m. shall receive a thirty (30) minute paid lunch period.

**ARTICLE VI
DUES DEDUCTION**

A. AUTHORIZATION

An employee may deliver to the school district an assignment in writing, duly executed by such employee, authorizing payroll deduction of union dues. As used herein, "union dues" shall mean any payment of monies to the SEIU, Local 199 or its affiliates specified in writing by the employee on the proper assignment form, provided such shall not be construed to include any initiation fees, special assessments, non-current dues, fines or the like. An employee may also authorize deduction of voluntary contributions to the SEIU, Local 199 COPE-PAC fund. The form of such assignments shall be designated by the Union. The school district shall not authorize payroll deduction of dues for any other organization claiming to represent employees.

B. REGULAR DEDUCTION

Pursuant to the above authorization, the school district shall deduct the amount described therein from all paychecks commencing thirty (30) calendar days following receipt of such authorization. The school district shall not be required to vary the amount of deduction from one pay date to another.

C. DURATION

A dues deduction authorization shall continue in effect according to its terms, provided such authorization shall be revocable by the giving of notice in writing. The school district shall not be obligated to implement such revocation for a period not to exceed thirty (30) calendar days following receipt of such notice.

D. TERMINATION

Termination of employment shall be deemed to include a notice of revocation of authorization unless the employee shall otherwise advise the school district in writing.

E. TRANSMISSION OF DUES

The school district shall transmit to the Union the total deduction for Union dues within thirty (30) calendar days of their deduction, along with a listing of employees for whom deduction was made, provided the Union shall hold harmless and defend the Board against any action or claim of whatsoever nature in relation to such dues deduction, if the Board has made such dues deduction in compliance with this Article.

F. COMPLIANCE

If for any reason the school district shall be unable to comply with any of the provisions of this Article with respect to any of the time factors involved, such time factors shall be appropriately revised by mutual agreement between the parties.

**ARTICLE VII
SALARY REDUCTION/GROUP INSURANCE**

A. ELIGIBILITY

For the purposes of this Article, it is understood that only those employees who are employed at least thirty (30) or more hours per week are eligible for district contributions toward the cost of premiums for health insurance, life insurance, long-term disability insurance and travel accident insurance. All employees may elect dental insurance with the total cost borne by the employee. Employees who work less than thirty (30) hours per week may also elect health insurance with the total cost borne by the employee.

All employees are eligible for district contributions toward the cost of premiums for workers' compensation and tort liability insurance.

B. SALARY REDUCTION

Each employee will have the option of executing an annual election form for salary reduction of the employee's regular salary for the following benefits, subject to the provisions, terms and conditions of the District's salary reduction plan and the provisions, terms, and conditions of the insurance policies and plan.

1. Health Insurance - At the same level as defined in the 2002-2003 Annual Benefits Enrollment booklet for Hourly Employees.
2. Dental Insurance - At the same level as defined in the 2002-2003 Annual Benefits Enrollment booklet for Hourly Employees.

The full yearly amount for the employee share of the costs of benefits elected shall be paid by the employee through salary reduction of the paychecks issued during the employee's work year. For employees working less than twelve (12) months, such salary reduction shall begin with the last paycheck in September and end with the last full two-week paycheck in May.

C. HEALTH INSURANCE

1. Single Coverage: For each employee electing this coverage, the school district shall pay an amount not to exceed one hundred percent (100%) of the monthly cost of the single Alliance Select Standard plan toward the monthly cost of the premium for single coverage. Any portion of the premium not contributed by the school district shall be borne by the employee.
2. Family Coverage: In lieu of the above, for each employee electing this coverage, the school district shall pay an amount not to exceed one hundred percent 100% of the monthly cost of the family Alliance Select Standard plan toward the monthly cost of the premium for family coverage. Any portion of the premium not contributed by the school district shall be borne by the employee.

D. LIFE INSURANCE

The school district shall provide a group term insurance plan which includes \$30,000 life insurance coverage and an additional \$30,000 for accidental death and dismemberment benefits in accordance with the policy in force.

E. 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.

F. 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.

G. 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.

H. WORKERS' COMPENSATION

If an employee qualifies for Workers' Compensation benefits, the Benefits office will explain the options available to the injured employee. If 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.

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.

I. EFFECTIVE DATE OF INSURANCE PROGRAMS

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. 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 shall cease effective on the last day of the month in which the employee terminates.

K. 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.

L. INSURANCE FOR RETIRED EMPLOYEES

For 2009 – 2010, employees who separate from the District before becoming eligible for Medicare shall have the option to continue participation in the District's health insurance plan. The District will pay the cost of the policy the employee holds at the time of retirement. In order to be eligible for this benefit, the employee must be at least age 55 and must have completed at least 20 years of service with the district. Effective July 1, 2010, insurance for retired employees will be determined by Board of Education policy.

**ARTICLE VIII
LEAVES OF ABSENCE**

A. PERSONAL ILLNESS OR DISABILITY

All 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	15 days
and each subsequent year	

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 Employee Absence Report 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. Unused leave shall be cumulative to a maximum of nine (9) days. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, grandchild (must be a legal dependent of employee), mother-in-law, or father-in-law,

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.

The illness 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.

C. BEREAVEMENT

In the event of the death of an employee's spouse, the employee shall be granted bereavement leave of at least ten (10) days at the time of such death. Such bereavement leave may be used within 12 months at the discretion of the employee. After the initial usage period, the employee should give the district three (3) days notification prior to using any remaining bereavement leave.

In the event of death in the immediate family, an employee shall be granted five (5) days leave of absence 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, son-in-law, daughter-in-law, grandchild, grandfather or grandmother. 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 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.

If the need for bereavement leave arises on a holiday or during vacation leave, the employee shall be granted an alternate day in which to observe the holiday, immediately following the bereavement.

D. EMERGENCY

An employee may be granted emergency leave of no more than two (2) days per year without loss of pay or deduction from personal illness and disability leave. Emergency leave shall not be cumulative.

Emergencies which qualify for use of this leave allowance are those situations of a serious nature which develop suddenly and unexpectedly, which require the employee's immediate attention which cannot be attended to outside of work hours and which are not covered under other provisions. Leave requests will be considered on their individual merits.

The written request, submitted in advance to the employee's responsible administrator, shall state the reason for the proposed leave. If the nature of the situation makes it impossible to submit a written request in advance, an oral request shall be submitted and then confirmed in writing within one (1) day after returning to work.

If the leave is not approved, the absence will be deducted at the appropriate hourly rate. The granting or withholding of such leave shall not be precedential.

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 one (1) day personal leave, the scheduling of which shall be subject to the approval of the responsible administrator. 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 to a maximum of two (2) days. If unused after the two day maximum, it shall accumulate as a day 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 to her/him 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. INSERVICE COURSES

On the prior approval of the Superintendent or designee, employees covered by this contract will be reimbursed an amount equal to one-half of the course fee on the satisfactory completion of inservice courses offered by accredited educational institutions.

H. ORGANIZATIONAL

The school district shall grant a leave of absence without loss of pay to an employee for the purpose of attending local, state, or national union meetings. In no event shall the total number of days granted hereunder exceed ten (10) days. However, Union officers may be granted additional unpaid leave of absence as deemed appropriate by the Superintendent or designee.

I. 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.

J. 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.

K. PRO RATA FOR PART-TIME EMPLOYEES

When leaves are authorized with pay, employees who work less than thirty (30) hours per week shall be compensated based upon their normal work day.

**ARTICLE IX
VACATIONS**

Earned vacation periods shall be determined as of July 1 of each year, and shall be used during the ensuing year. Part-time 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:

<u>Years of Service Completed</u> <u>As of July 1</u>	<u>Vacation Period</u>
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

Those eligible for vacation shall take it between June 15 and August 15 except that employee(s) shall be allowed to take vacation during the regular year subject to the approval of the responsible administrator.

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.

**ARTICLE X
HOLIDAYS**

Employees shall be granted the following holidays with pay.

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

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 the 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 XI SUBSTITUTION

An employee substituting for another during the regular one hundred ninety (190) day school year, during intercessions when students are in attendance at Polk or Taylor, during summer school when students are in attendance at designated summer school sites, and in Five Seasons Day Care buildings any time day care is in session, earns his/her own wage or the wage of the employee for whom the substitutions occurs, whichever is higher.

After five (5) or more consecutive days of substitution, any overtime that is incurred will be compensated at the wage of the employee for whom the substitution occurs, whichever is higher.

When such substitution means working on a second shift, the substitute employee shall not be required to work longer than twelve (12) consecutive hours in any one day nor for more than five (5) consecutive working days on the extended shift.

ARTICLE XII SENIORITY RIGHTS

A. DEFINITION

The term "seniority" shall mean an employee's continuous length of service in the District since the last date of hire or from the date of placement on the full-time list.

B. PROBATION

Upon completion of the probationary period, an employee shall be put on the appropriate seniority list with seniority determined from the last date of hire.

C. BREAKS IN SERVICE

An employee's seniority ceases to accumulate by reduction in force. Seniority rights shall be forfeited if the continuous period of lay off exceeds one (1) year. If an employee who is laid off returns to work within one (1) year, the employee's previously earned seniority will be reinstated. If an employee leaves a position represented by the Union, but remains an employee of the school district, the employee's accumulated seniority shall be frozen. If an employee returns to a position in the District represented by the Union, she/he shall receive credit for seniority previously earned as a member of the bargaining unit.

D. SENIORITY LIST

The employer shall maintain a seniority list of all employees. The seniority list shall have two divisions: full-time employees and part-time employees. Employees on the full-time list shall be considered more senior than employees on the part-time list. An employee who bids from the part-time list to the full-time list shall receive a new seniority date and shall be placed at the bottom of the list. The employer will on a semi-annual basis provide the Union with a list of all quits and hires. This list of all quits and hires shall be provided on or about October 1st and on or about May 1st.

ARTICLE XIII BIDDING

A. BIDDING

When a job opening in a full-time position occurs that is expected to continue for more than sixty (60) calendar days, it shall be electronically transmitted to each employee at least five (5) days prior to the closing of the job posting. The notice of such opening shall include the job qualifications deemed necessary for the position. All eligible employees covered by this Agreement, shall have the right to bid for the posted vacancy by submitting notification in writing to the Manager-Custodial and Grounds or designee. A representative of the Union shall be present when bids are to be opened. The names of those bidding shall be recorded and the results of the bid shall be made known and the organization president notified within five (5) working days after the return date. In filling positions requiring the employee to drive in the performance of his/her duties, the District shall have ten (10) additional working days to make the result of the bid known. At the option of the school district, a temporary appointment may be made in lieu of bidding. Notice of such temporary appointment shall be communicated to the President of the organization.

B. FILLING VACANCIES

The school district, whose responsibility it is to determine, assign and direct work, shall determine each employee's qualifications for the opening and shall consider training, skill, performance, and seniority. In the event two or more employees are substantially equal in training, skill and performance, the position shall be filled on the basis of seniority. If seniority is not a determining factor in filling a vacancy, the employee shall, upon his/her written request to the appropriate administrator, be given the reasons in writing why seniority was not followed in filling the vacancy.

C. QUALIFICATIONS

In determining an employee's qualifications for a position, the Manager's decision is final subject to the filing of a grievance at step three (3) under Article XV. The employee shall present to the proper Manager, a written copy of the grievance, within seven (7) days of the Manager's decision rejecting the bid application based on the employee's qualifications.

D. PROBATION ON NEW JOB

In the event an employee bids and is awarded a position, the employee shall serve a six (6) month probationary period. Such an employee, who fails to perform to the satisfaction of the District, may be reduced to the next highest paying job available for which he/she is qualified, upon completion of two written evaluations.

E. LIMITATIONS

1. All Engineers shall have priority bid rights to all Engineer openings. Employees bumped from the Engineer classification as a result of staff reduction shall retain Engineer priority bid rights for one year from the date of such occurrence.
2. The positions of Grounds Maintenance I and Senior Maintenance Mechanic are exempt from the bidding procedure.

3. Under provisions of this Article, employees cannot change positions more than two (2) times during any contract year, unless a promotion is involved.
4. No employee shall be able to fill a position that involves direct line supervision with a position held by an immediate family member or other relative as defined at Article VIII, Section C, except as a temporary assignment.

F. ANNUAL INSERVICE MEETING

An annual meeting shall be held for the purpose of employee inservice. Such meeting shall be held during a working day as mutually agreed upon by the Union and the school district.

**ARTICLE XIV
EMPLOYEE EVALUATION**

New employees shall be evaluated in writing by the appropriate administrator or administrative supervisor at least two (2) times during the first six (6) months of employment. Input from co-workers may be taken into consideration in conducting the evaluation. Thereafter, employees shall be evaluated in writing at least one (1) time every three (3) years.

The administrator or administrative supervisor 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, although the employee may not agree with this evaluation. The employee shall have the right to respond, in writing, to the evaluation within seven (7) calendar days after the conference.

**ARTICLE XV
HEALTH PROVISIONS**

A. 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 up to ninety (90) calendar days to comply.

The school district shall pay the entire cost of any physical examination required as a condition of continuing employment, except the prescribed triennial physical examination.

**ARTICLE XVI
TEMPORARY TRANSFERS**

Employees may be temporarily transferred at the discretion of the responsible administrator. Employees transferred to another department or position during the regular one hundred ninety (190) day school year shall be paid her/his rate or the rate of the position assumed, whichever is higher. Employees transferred at other times shall retain their regular rate of pay. Notice of such a transfer must be provided to the union prior to implementation of the transfer.

**ARTICLE XVII
STAFF REDUCTION**

A. REDUCTION IN FORCE

Staff reduction shall be defined as the elimination of a position, the reduction of the full-time equivalency of a position, or the closing of a building.

When in the sole judgment of the District, staff reduction is necessary, the District shall attempt to accomplish the necessary reduction through attrition. If further staff reduction is necessary the procedure shall be as follows:

1. Within each job classification the employee(s) to be reduced shall be removed from the affected job classification(s) in the reverse order of seniority subject to the following provisions provided that in all cases the employees remaining in the classification are qualified to perform the work required.
 - a. An employee whose position has been eliminated shall, in the following order, fill a vacancy with the same full-time equivalency in that classification or replace any less senior employee with the same full-time equivalency in that classification.
 - b. If placement is not accomplished under the first step above, the employee(s) shall in the following order, if deemed qualified, fill a vacancy with the same full-time equivalency in his/her pay column, replace the least senior employee with the same full-time equivalency in his/her pay column, replace the employee with the same full-time equivalency with least seniority in progressively lower pay columns, or replace the least senior employee in progressively lesser full-time equivalency groups.
 - c. An employee who is displaced pursuant to the provisions above shall, in the following order, replace the least senior employee with the same full-time equivalency in his/her classification or, if deemed qualified, fill a vacancy with the same full-time equivalency in his/her pay column, replace the least senior employee with the same full-time equivalency in his/her pay column, replace the employee with least seniority with the same full-time equivalency in progressively lower pay columns, or replace the least senior employee in progressively lesser full-time equivalency groups.
2. In staff reduction, the District shall determine an employee's qualifications for a position and shall consider seniority, training, skill, and performance.
3. In applying the above procedures, no employee shall replace another employee who has greater seniority.
4. It is understood that a full-time employee who, through staff reduction, replaces a part-time employee shall retain his/her position on the full-time seniority list for eighteen (18) months following the date of assignment to the part-time position. If the employee has not returned to full-time status within the eighteen (18) month period, the employee shall be placed on the part-time seniority list according to his/her last date of hire.

B. RECALL RIGHTS

Any employee terminated because of staff reduction shall have recall rights for a period of eighteen (18) calendar months from the date of the employee's lay-off. Recall to available positions shall be given to employees in the inverse order of lay-off within the job classification where the vacancy exists. If there are no laid-off employees within that job classification the senior-most employee on lay-off shall be recalled to the position if that employee is qualified as determined by the responsible administrator.

Recall notice shall be by certified letter, return receipt requested, to the last known address of the employee as shown on the school district's personnel records.

An employee may without losing his/her recall rights, decline recall to a position with a lower annual salary than that from which the employee was reduced. Such a decline of a recall notice, by an employee, shall not constitute a failure to respond affirmatively as provided in Section B, paragraph four (4) of this Article. If, however, such an employee accepts the lower position, his/her recall rights shall terminate.

Failure of the employee reduced pursuant to the provisions of this Article to respond affirmatively to a certified letter from the school district within five (5) calendar days after receiving such letter, shall result in termination of the employee's right of recall.

C. NOTIFICATION OF REDUCTION

An employee to be reduced shall be notified, in writing, at least thirty (30) calendar days in advance of the staff reduction date.

The District shall provide the Union with a list of those employees reduced pursuant to the provisions of this Article thirty (30) calendar days in advance of the reduction in force date.

ARTICLE XVIII GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **Grievance:** A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. **Grievant:** As used herein, a "grievant" is the person(s) or the Union making the allegation.
3. **Day:** As used herein, "day" shall mean employee working day. The time limits provided herein may be extended by mutual agreement.

B. PROCEDURES

Step 1: Informal: An employee with a grievance shall first discuss it with the principal and the immediate supervisor or their designee, with the object of resolving the matter informally.

- Step 2: If the grievance cannot be resolved informally, the grievant may file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the employee's immediate supervisor. The grievant shall present to the immediate supervisor a written copy of the grievance within ten (10) days of the date of occurrence of the alleged violation. The immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee within ten (10) days after receipt of the grievance.
- Step 3: In the event a grievance has not been satisfactorily resolved at step two, the grievant may file the grievance in writing, and at a mutually agreeable time, discuss the matter with the proper Manager. The grievant shall present to the Manager a written copy of the grievance within seven (7) days of the supervisor's written decision at step two. The Manager shall make a decision on the grievance and communicate it in writing to the employee within ten (10) days after the receipt of the grievance.
- Step 4: If the grievance remains unresolved, the grievant may file the grievance in writing with the Superintendent or designee. The grievant shall present to the Superintendent or designee a written copy of the grievance within seven (7) days of the administrator's written decision at step three. Within ten (10) days after such written grievance is filed, the grievant and Superintendent or designee shall meet to consider the grievance. The Superintendent or designee shall make a decision on the grievance and communicate it in writing to the employee within ten (10) days after such meeting.
- Step 5: If the grievance is not resolved satisfactorily at step four, the grievance may be submitted to impartial, binding arbitration. To enter such arbitration, the Union shall submit a written request on behalf of the Union and the grieving employee(s) to the Superintendent within thirty (30) days from receipt of the step four answer. The arbitrator shall be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator, within seven (7) days the American Arbitration Association shall be requested to provide a panel of at least seven (7) arbitrators, from which a selection shall be made in accordance with its practices.

The cost for the services of the arbitrator, and the cost of the hearing room shall be borne equally by the school district and the Union. Expenses relating to either party's representatives or witnesses, and other expenses incurred by either party in presenting its case shall be borne by each party. A transcript or recording shall be made of the hearing at the request of either party; however, the party requesting the copy of the transcript or recording shall pay for such copy.

The arbitrator so selected shall hold hearing(s) unless such hearing(s) are waived, and shall issue her/his decision not later than twenty (20) days from the date of the close of the hearing(s). The arbitrator, in his decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him, and his decision must be based solely and only upon his interpretation of the meaning or application of the expressed relevant language of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

C. REPRESENTATION

The grievant shall be present at all meetings, and at the option of the grievant, may be represented at such meetings by a representative of the Union. When an employee is not represented by the Union, the Union shall have the right to be present at all levels, and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

ARTICLE XIX MANAGEMENT RIGHTS CLAUSE

Except to the extent specifically abridged by specific provisions of this Agreement, the employees recognize the employer's inherent and traditional right to manage the school district as has been their practice in the past. The employees recognize the right of the employer to hire, suspend, transfer, promote, demote, or discipline employees and to maintain the discipline and efficiency of its employees the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to lay off, terminate or otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this contract; the right to establish and change work schedules and assignments and to eliminate, change, or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new and improved work methods and equipment, and to assign work to outside contractors; the right to determine the starting and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the operation of the school district, and to require their observance.

ARTICLE XX SAFETY

The school district shall designate an administrator who, from time to time, shall meet with appropriate representatives designated by the Union to discuss safety and health conditions as they affect employees. The Union representatives shall promptly bring to the attention of the designated administrator, any circumstances or conditions known to them which could result in unsafe or hazardous working conditions for employees, and such circumstances or conditions shall be promptly reviewed by the designated administrator. At least once each school year the designated administrator shall submit a report to the Superintendent, which shall thereafter be filed with the Board of Education, summarizing the foregoing activities. A copy of the report filed with the Board shall concurrently be submitted to the Union.

**ARTICLE XXI
MISCELLANEOUS**

A. PROBATION

New employees shall be on probation for six (6) months from date of hire.

B. PROMOTION

Maintenance Mechanics shall serve two (2) years as a Mechanic before being promoted to Senior Mechanic. S/he may be promoted earlier on the recommendation of the responsible administrator.

Grounds Maintenance II employees shall serve two (2) years before being promoted to Grounds Maintenance I. S/he may be promoted earlier on the recommendation of the responsible administrator.

Auto Mechanics shall serve two (2) years as an Auto Mechanic before being promoted to Senior Auto Mechanic. S/he may be promoted earlier on the recommendation of the responsible administrator.

Distribution Specialist II shall serve two (2) years before being promoted to Distribution Specialist I. S/he may be promoted earlier on the recommendation of the responsible administrator.

C. 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
709 15th St SW
Cedar Rapids, Iowa 52404

2. If by school district, to Union at: Chapter President
P.O. Box 2323
Cedar Rapids IA 52406-2323

**ARTICLE XXII
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

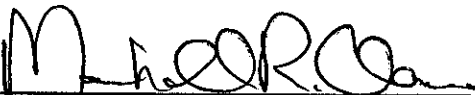
This agreement shall be in effect as of July 1st 2009 and shall continue in force and effect through June 30, 2012. The union will accept a 2.5% total package for 2009 - 2010. In years 2010 - 2011 and 2011 - 2012 the union will accept the State Funded District Allowable Growth (total package). If insurance increases cause the package to exceed the State Funded District Allowable Growth in either of the second two years, the parties agree to re-open the contract on the issue of wages and insurance.

D. SIGNATURE CLAUSES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereof, all in July, 2009.

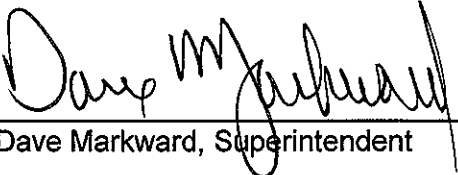
SEIU - LOCAL 199
P.O. Box 2323
Cedar Rapids, IA

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


By 
Marshall Clemons
Chapter President

By 
Melissa Kiliper-Ernst, President

By 
Jeff Foster
Chapter Vice - President

By 
Dave Markward, Superintendent

By 
Knud Christensen
Chapter Treasurer

By 
Cathy Singer, President
SEIU, Local 199

CEDAR RAPIDS COMMUNITY SCHOOLS
Cedar Rapids, Iowa
Schedule A
Custodial and Maintenance
2009 - 2010

Step	A	B	C	D	E	F	G
1	14.78						
2	15.47	15.86	16.36	17.08	18.00	19.31	20.34

- | | | | |
|---|--|---|---|
| A | Custodian II (2) | E | Engineer, MS
Engineer, HS Second Shift
Grounds Maintenance I
Engineer, Metro
Mechanic |
| B | Custodian I
Security Officer | | Auto Mechanic
Distribution Specialist I |
| C | Grounds Maintenance II
Custodian I, Leadman (2)
Utility, Pesticide Applicator I
Press Operator | F | Mechanic, Senior
Engineer, HS

Auto Mechanic, Senior |
| D | Engineer, MS Second Shift
Engineer, Elementary
Engineer, Ancillary Bldgs.
Vehicle Maintenance
Distribution Specialist II | G | Auto Mechanic, Chief
Mechanic, Chief
Grounds Foreman, Chief |

(2) Add 10¢ for third shift

The following longevity differentials shall be paid.

<u>Years of Service Completed as of July of the contract year:</u>	<u>Hourly Differential From Rates in Schedule A</u>
10 or more years of service	30¢
15 or more years of service	40¢
20 or more years of service	50¢
25 or more years of service	60¢
30 or more years of service	70¢

Employees who reside in Step 1 of the schedule A Custodial and Maintenance agreement will be allowed step movement to Step 2A, effective July 1 of the contract year following completion of the employees 1st full year of service.

SCHEDULE B
BUILDING DESCRIPTIONS

Ancillary Buildings

Annex
ESC
Stadium

Warehouse
Transportation Center

Middle Schools

Franklin
Harding
McKinley

Roosevelt
Taft
Wilson

Senior High Schools

Jefferson
Kennedy
Metro
Washington

Elementary Buildings

Arthur
Cleveland
Coolidge
Erskine
Garfield
Gibson
Grant
Grant Wood

Harrison
Hiawatha
Hoover
Jackson
Johnson
Kenwood
Madison
Monroe

Nixon
Pierce
Polk
Taylor
Truman
Van Buren
Wright