

# AGREEMENT

Between the

SERVICE EMPLOYEES

Represented by

SERVICE EMPLOYEES INT'L UNION, #199

and the

DUBUQUE COMMUNITY

SCHOOL DISTRICT

BUILDINGS & GROUNDS DEPARTMENT

July 1, 2009

to

June 30, 2013

## ARTICLE I - Preamble

This Agreement is entered into by and between the Dubuque Community School District by and through its Board of Education, and the Service Employees International Union (SEIU), Local #199, for the purpose of reducing to writing, the negotiated understandings of the parties.

## ARTICLE II - Recognition

2.1 - The Employer recognizes the Union, SEIU Local #199, an affiliate of the Service Employees International Union, as the Certified exclusive and sole collective bargaining representative of all the hereinafter described employees of the Employer. The term "employee," when used in this Agreement and specified herein shall mean all regular full-time and part-time personnel, and more specifically those persons enumerated in Article VII hereof.

2.2 - Definitions - When used in this Agreement, the following terms shall have the following meanings:

- a. The term "Employer" shall mean the Dubuque Community School District, otherwise known as the Board of Education, and shall include its authorized agents and representatives.
- b. The terms "employee" or "employees" shall mean those employees represented by the Union as above described excluding temporary employees.
- c. The term "Union" shall mean the Service Employees International Union.

## ARTICLE III - Union Rights

3.1 - The Union shall have the right to post notice of Union meetings, its elections, and the results thereof, and its social or educational activities. Such notices may be posted on bulletin boards as are accessible to and made available to employees covered by this Agreement, but not in areas open to students or the public. No political endorsements shall be posted, communicated or distributed within or on any school property.

3.2 - The Employer shall recognize as Union representatives only those persons certified in writing to the Employer by the Union.

3.3 - Officers of the Union and representatives of its affiliates shall have access to the employees on employees' non-working time for lawful Union business provided that such access shall not interfere with or interrupt school operations. Advance notice of intended access to employees on the property of the Employer shall be given to the Manager or Assistant Manager of Buildings and Grounds.

## ARTICLE IV - Management

4.1 - Employer Rights - The parties understand and agree that the Employer shall have the exclusive right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees.
3. Suspend, discipline or discharge employees for proper cause, as defined in Lockhart v. Cedar Rapids Community School District, 577 N.W. 2<sup>nd</sup> 845 (Iowa 1998), to-wit, "for any lawful reason, in other words, one violative of public policy."
4. Maintain the efficiency of its operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.

6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

4.2 - Limitations - The rights, powers, authorities and duties set forth above are subject only to such limitations as are expressly set forth in this Agreement.

#### ARTICLE V - Grievance Procedure

5.1 - Purpose - The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

5.2 - Definitions - When used in this Article, the following terms shall have the following meanings:

- a. The term "grievance" shall mean a claim by an aggrieved employee that there has been a violation of a specific provision of this Agreement.
- b. The term "Work Site Leader," previously referred to as "Union Steward," shall mean an employee representing the Union while employed by the Employer and who is designated in writing by the Union as such and which writing has been provided to the Employer under Article 3.2 of this Agreement.
- c. The term "working days" shall mean the consecutive scheduled working days of the aggrieved employee.
- d. The term "Manager" shall mean the Manager of Buildings and Grounds.

5.3 - Procedure -

5.31

STEP 1 - The aggrieved employee shall attempt to resolve the grievance informally within ten (10) working days of the employee's knowledge of the event giving rise to the grievance by informal discussion with the Manager of Buildings and Grounds. The aggrieved employee may be accompanied by Union representatives of his/her choosing. The immediate supervisor will reply in writing to the aggrieved employee within seven (7) working days after discussion of the grievance.

5.32

STEP 2 - If, after discussion with the Manager of Buildings and Grounds at STEP 1, the grievance is not resolved and the aggrieved employee or the Union wishes to appeal the grievance to STEP 2, the employee shall reduce the grievance to writing (on the form attached to this Agreement as Schedule B) and submit it to the Executive Director of Finance and Business Services within five (5) working days after receipt of the immediate supervisor's written reply at STEP 1. The written grievance shall contain a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought. The Executive Director of Finance and Business Services shall meet with the employee and if the employee requests an authorized union representative within seven (7) working days after receipt of the grievance. The Executive Director of Finance and Business Services shall provide a written answer on the grievance report form to the employee with a copy to the Union within seven (7) working days after receipt of the written grievance.

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STEP 3 - If the grievance is not resolved at STEP 2 and the employee or the Union wishes to appeal the grievance to STEP 3, the employee shall submit the written grievance to the Superintendent or designee within five (5) working days after receipt by the employee of the written answer submitted by the Executive Director of Finance and Business Services. The Superintendent or designee shall meet with the employee and if the employee requests an authorized union representative within seven (7) working days after receipt of the grievance by the Superintendent or designee. The Superintendent or designee shall provide a written answer to the employee with a copy to the Union within seven (7) working days of such meeting.

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STEP 4 - Any grievance not resolved at STEP 3 of the grievance procedure may be appealed by the Union by written notice of a request for arbitration on the Grievance Report form signed by the Union President, and submitted to the Superintendent or designee within five (5) working days of receipt by the employee of the written answer submitted by the Superintendent or designee at STEP 3. Within five (5) working days of receipt by the Superintendent of the written notice of request for arbitration, the representatives of the Employer and the Union shall attempt to select a mutually acceptable arbitrator. If the Employer and the Union have failed to agree on an arbitrator within ten (10) days of the arbitration notice either party may request the Public Employment Relations Board (PERB) to submit a list of five arbitrators. Within five (5) days after receipt of such list, the designated representatives of the Employer and the Union shall meet and shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list until four names have been struck. The fifth and remaining person shall act as arbitrator.

The arbitrator so selected shall confer with the representatives of the Board of Education and the Union and hold hearings promptly and shall issue his/her decision not later than fifteen (15) working days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board of Education and the Union and shall be final and binding on the parties.

The costs for the services of the arbitrator including per diem expenses, travel, subsistence, and the cost of the hearing room shall be shared equally by the Board of Education and the Union. Other expenses shall be paid by the party incurring said expense.

5.35 - Time Limits - The failure of an employee or the Union or its representatives to initiate or appeal a grievance to the next level within the time limits specified above shall bar further appeal provided, however, that any such time limits may be extended by mutual agreement.

5.36 - All grievances at STEPS 2, 3, and 4 may be presented, discussed and processed at a time during normal business hours as determined by the Employer. Any grievance at STEP 1 may be discussed by the employee and his/her immediate supervisor during the employee's working time. The employee may have a Work Site Leader present for STEP 1 grievance discussion. STEP 1 grievance discussions are not to interrupt the normal operation of the school system or interfere with the duties or responsibilities of the employee or the Work Site Leader, if applicable.

5.37 Employee & Union – The Employer shall inform the employees of their right to have Union representation.

5.38 Group Grievance – To avoid the filing of multiple grievances by employees with identical claims, a group grievance may be submitted in writing to the Manager of Buildings and Grounds commencing at Step I.

#### ARTICLE VI - Evaluation Procedures

6.1 - Evaluation - All employees in their first or second year of employment with the District will be evaluated at least one time. Every employee after his/her second year will be evaluated a minimum of once every three years. All evaluations shall be in writing and a copy of any written evaluation provided to the employee at the time the evaluation meeting occurs. The copy provided to the employee shall be signed by the person conducting the evaluation.

6.2 - Employer Representatives - All employees will be evaluated by the Manager or Assistant Manager of Buildings and Grounds with the assistance of a designated building principal or designee.

6.3 - Conference - A conference to discuss an employee's written evaluation will be held between the employee and the Manager of Buildings and Grounds or designee.

6.4 - Response - If any employee believes his/her written evaluation to be incomplete or inaccurate, he/she may set forth his/her position in writing and have it attached to the evaluation report to be placed in his/her personnel file. The file copy of such position will be signed by both parties to indicate an awareness of the content.

6.5 - Inclusion - The parties understand and agree that the evaluation conference may include discussion and comments about the employee's total job performance.

6.6 - Confidentiality - Content of the employee's evaluation shall be confidential information available only to those persons directly involved in the evaluation process, district administrators, the Board of Education and their legal counsel.

#### ARTICLE VII - Dues Deduction

7.1 - Any employee who is a member of the Union or who has applied for membership may sign and deliver to the Employer's Payroll Department an authorization form for Payroll Deduction of regular Union dues and COPE contributions, using the Schedule A form attached to this Agreement. The authorization form shall be provided to employees by the Union and it shall be the responsibility of the Union to inform its members of the procedures for payroll deduction of union dues and COPE contributions.

7.2 - The Employer shall make monthly deductions, as authorized by the employee, commencing in the month of July, and continuing through the month of June, in such amount as shall be specified in the authorization form. Authorization for payroll deduction of Union dues must be submitted to the Employer's Payroll Department at least twenty (20) days prior to the first scheduled salary payment from which said deduction is to be taken.

7.3 - The Employer will remit dues to the Union within thirty (30) days after each deduction.

7.4 - Any authorization for dues deduction may be terminated at any time upon thirty (30) days written notice to the Employer's Payroll Department by an employee.

7.5 - The Union agrees to hold the Employer and any of its agents and representatives harmless against any claims or liability arising out of the operation of this Article.

7.6 Fair Share – In the event there is a change in the current law in regards to Fair Share, the following language will be enforced. All employees covered by this Agreement who are not members of the Union commencing on the effective date of this Agreement, or within 30 days of the completion of their probation, and continuing during the term of this Agreement, shall pay to the union each month their fair share cost of the services rendered by the Union as measured by the amount of dues uniformly required by members of the Union, so long as they remain non-members of the Union. Such proportionate share payments shall be deducted by the Employer from the earnings of the non-member under the same schedule as regular dues deductions and paid to the Union.

#### ARTICLE VIII - Seniority, Probation and Layoffs

8.1 - Seniority - For purposes of this Agreement, "seniority" is defined as an employee's continuous length of employment in any of the following categories from his/her most recent date of hire by the Employer.

- 1 Assistant Custodian - Part-time
- 10 Custodian
- 12 Assistant Utility Person
- 13 A - Assistant Head Custodian – Washington/Jefferson Middle School  
B - Head Custodian - Elementary  
C - Swingshift Custodian  
D - Assistant Storekeeper/Warehouseperson  
E - Jones Head Custodian  
F - Utility Person  
G - Head Custodian Forum Building  
H - Head Custodian Central School
- 14 Assistant Head Custodian - Senior Highs  
Assistant Head Custodian – Roosevelt Middle School
- 17 A - Head Custodian – Washington/Jefferson Middle School  
B - Storekeeper - Warehouseperson
- 23 Head Custodian - Senior Highs  
Head Custodian – Roosevelt Middle School

As long as an employee is employed in any one or more of the above classifications, his/her seniority shall accumulate. Seniority shall be broken by an employee's resignation or termination.

If two or more employees are employed by the Employer within any of the above classifications on the same date, then seniority of such employees shall be determined by lot.

8.2 - Probation - All new employees shall be on probation for a period of six (6) months from the first day on the job. If at any time during the six (6) months probationary period it is determined by the Manager of Buildings and Grounds that the employee is incapable of successfully performing the job, he/she shall be immediately terminated. Any employee retained by the Employer after completion of the probationary period shall obtain regular employee status and shall have seniority retroactive to the date of hire by the Employer. Newly hired employees will not be eligible to bid on jobs during their probationary period.

8.3 - Temporary Appointments - Temporary appointments may be made to fill temporary positions. A temporary employee appointed to fill a temporary position shall not acquire nor gain any status either as a probationary employee or as a regularly appointed employee and shall not acquire any seniority rights.

8.4 - Layoffs - An employee who has his/her position eliminated shall have the choice of bumping the least senior employee within their category or accepting lay off.

The least senior employee being displaced within their category shall have the choice of bumping the least senior employee in the next lower category if they have more seniority or accepting lay off.

Employee laid off in category higher than 10 will be given the first job opening that becomes available within the category that they were laid off from without the need for bidding or testing.

An employee on voluntary lay off shall be required to accept recall to a position of a lower category than the position from which he/she was laid off.

Seniority is based on the employee's entire length of service with the District.

8.5 - Notification - The Superintendent or designee will notify employees to be laid off of such layoff, in writing, with a copy to the Union, at least fifteen (15) calendar days prior to the effective date of such layoff.

8.6 - Employee Rights and Duties During Layoff and Recall - Laid off employees shall advise the Superintendent or designee of their current address. If the Employer decides to recall employees within any category to which the employee is qualified, or any other category with a lower number, such employee in said categories shall be recalled in the inverse order of layoff. If eighteen (18) months have elapsed since any employee's layoff, his/her seniority and recall rights shall terminate. The Employer, in recalling any employee, shall mail, by certified mail, on the effective date of the vacancy, a written notice of recall to the last address given to the Employer by the employee. If any employee fails within seven (7) calendar days after such mailing of said written notice, to notify the Superintendent or designee of the employee's desire and availability to return to work, all recall rights of the employee shall terminate. Employees on layoff shall not be eligible for seniority, experience credit or fringe benefits during his/her layoff. Employees recalled and accepting such recall within eighteen (18) months of the employee's layoff shall upon return to work be given full seniority. Laid off employees may be recalled to a position of comparable hours and earnings. Any employee refusing such recall shall give up all rights to any further recall.

8.7 - Seniority List - On or about October 15 of each school year the Superintendent or designee will provide the Union President and each building with a list showing the seniority date of each employee.

The seniority list will be placed in an area that is accessible to employees covered by the Agreement, but not in areas open to students or the public.

## ARTICLE IX - Bidding of Jobs

9.1 - Bidding Procedures - In the event any job opening occurs, the Employer agrees to post for at least five (5) working days, on the bulletin board or other appropriate place in each building, a notice describing the job opening that is to occur with a complete job description and a list of requirements necessary for the job, together with the rate of pay for said job. All eligible employees covered by this Agreement shall have the right to bid for said job by submitting notification in writing to the Superintendent or designee. All eligible employees shall be entitled to bid on each said job opening, and all bids shall be considered by the Employer. The notice posted by the Employer shall state the last date for submitting written bids for each job. Employees voluntarily transferring to a new job shall be ineligible to bid again on another job for one (1) year from the date an employee is notified in writing that he/she is awarded a posted

position. Non-probationary employees involuntarily transferred to a new job by the District, retain their eligibility to bid on posted job openings.

Upon request by the Union president, the employer will provide to the Union president the names of unit employees bidding for a posted position.

The Employer will first interview the top three (3) most senior candidates.

9.2 - Filling Vacancies - The District will select for interview applicants who meet job qualifications as required by the job description. The person selected to fill the opening shall be selected on the basis of qualifications for the position, prior job performance and other factors related to his/her work record. When all factors being considered are relatively equal, seniority shall be the determining factor.

Applicants interviewed, but not selected, may set up an appointment with the Manager or Assistant Manager of Buildings and Grounds to discuss reasons why they were not selected for the position. When an outside applicant and a current employee are considered to be substantially equal in qualifications as determined by the Employer, preference shall be given to the current employee.

Applicants bidding for a job within their same job classification or category shall be considered for a lateral job transfer and that employee shall not be subject to any testing. However, the applicant may be subject to an oral interview. Employees bidding on a higher classification will not be subject to physical testing.

9.3 - Bidding on Successive Jobs - No eligible employee shall be limited in the number of job vacancies that he/she may bid on. Employees receiving jobs, through the bid system, shall be ineligible to bid again on another job until one (1) year after starting the new job, unless the position for which the employee wishes to bid provides a movement to a higher level category. The one (1) year bid restriction shall begin on the date an employee is notified he/she has been awarded a posted position.

9.4 - Probation on New Job - An employee who has successfully received a job through the posting system will be on probation as to said job for a period of six (6) months from the date of commencement of said job. The six (6) month probationary period shall be specific as to the new job only, and shall not be considered a general probationary period for said employee. If during the six (6) month probationary period the employee is incapable of successfully performing the job, the Employer shall meet with the employee and, if the employee requests, a Union representative to discuss the situation. The employee may then transfer to any job not successfully filled through the bidding procedure and currently open for which he/she is qualified. If no position is open at the time of his/her disqualification, the position he/she was disqualified from shall be posted for bid and he/she shall be allowed to fill any subsequent vacancy that opens up as a result of the bidding and job award for which he/she is qualified.

9.5 - Involuntary Transfers - Movement of an employee to another building for the efficient operation of the District, movement caused because of the closing of facility, or elimination of a job, or a change of job or staff-reduction, and not based upon the request of the employee, is an involuntary transfer. Any employee so transferred will be notified in writing seven (7) days prior to the effective date of the transfer and the reasons for such transfer.

Employee whose position has been eliminated due to the elimination or change of job or staff reduction will have the right to bump the least senior person within the same classification or accept the transfer. If there is no employee within the classification that the employee can bump, the affected employee can bump the least senior employee within the next lower category. The least senior employee being displaced within their category shall have the choice of bumping the least senior employee in the next lower category if they have more seniority or accept the transfer. The least senior employee would then be involuntarily transferred.

In cases where an employee in category 10 must be transferred from a building and there are more than one category 10 within that building, the employer will ask for a volunteer to transfer first before moving the least senior employee.

Seniority is based on the employee's entire length of service with the District.

An employee on staff as of June 30, 2001, shall not be involuntarily transferred to a job assignment which includes both a Saturday and a Sunday. All employees on staff shall be entitled to bid on job openings per Article IX – Bidding of Jobs.

#### ARTICLE X - Insurance

10.1 - Term Life Insurance - The Employer shall pay for full-time employees the full monthly premium necessary to purchase term life insurance in the amount of \$20,000 per employee, including coverage for accidental death or dismemberment (Double Indemnity). The Employer shall pay for part-time employees the full monthly premium necessary to purchase term life insurance in the amount of \$10,000 per employee, including coverage for accidental death or dismemberment (Double Indemnity). The term of such coverage shall be the duration of such employee's full-time or part-time employment with Employer.

10.2 - Health Insurance - The Employer shall pay for all full-time employees who are enrolled in the Employer's health insurance program, the following monthly contributions to the health insurance program currently in effect.

1. For single plan - 100%
2. For family plan - 75%

Benefits shall remain substantially the same as in the previous contract. Health insurance premiums will be paid in twenty-four (24) equal deductions.

10.3 - Disability Income Insurance - The Employer agrees to provide for each employee, Disability Income Insurance, at sixty-six and two-thirds percent (66 2/3%) of the employee's covered monthly compensation to a maximum of \$2,500.00 per month.

10.4 - Dental Insurance - The Employer shall pay for all full-time employees who are enrolled in the Employer's dental insurance program, the following monthly contributions to the dental insurance program currently in effect. Maximum dental benefit shall be equal to \$1,000.

1. For single plan - 100%
2. For family plan - 75%

#### ARTICLE XI - Holidays

11.1 - The District will pay to all employees working four (4) hours or more per day the following holidays.

Independence Day  
Labor Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Eve Day  
Christmas Day

New Year's Eve Day  
New Year's Day  
Memorial Day  
Good Friday

11.2 - Any employee must be employed at least twenty-two (22) working days to be eligible for any paid holiday.

11.3 - Any employee, not on vacation, to be eligible for any paid holiday, must have worked the last scheduled full workday preceding the holiday and the first scheduled full workday following the holiday.

11.4 - Holiday Pay - Holiday pay, for eligible employees, shall be based on the employee's hourly rate and number of hours regularly worked.

11.5 - Early Release - When teachers do not work or are released before 1:30 p.m. on the day before Thanksgiving, second shift will start two hours early, third shift will start four hours early.

#### ARTICLE XII - Vacation

12.1 - The Board will provide to each eligible employee paid vacation days according to the following schedule:

Completion of Number of Consecutive Years of Service by the End of July Each Year	Number of Weeks Vacation Per Year
1	1
2 through 6	2
7 through 14	3
15 or more	4

12.2 - Employees who have worked less than one (1) year shall receive a pro-rated share of the vacation time at the rate of 5/12 of one (1) working day for each full month of service. No vacation credit shall be allowed to an employee who terminates employment with the School District during his/her first six (6) months of service nor shall an employee with less than six (6) months of service be entitled to vacation pay.

12.3 - Vacations shall be scheduled so as to meet the operating requirements of the School District with employee preference considered. The Manager of Buildings and Grounds shall have the authority to split the longer vacations, if necessary, for the operation of the Department. Preference for vacations among employees shall be by seniority. Vacations shall only be taken during the regular summer academic recess as defined by the school calendar. However, one service employee from the elementary/middle schools and one service employee from the high schools may be on vacation at any one time during other periods of the year with specific approval by the Manager of Buildings and Grounds or designee.

Up to five (5) days of vacation per year may be used in half-day increments on non-student attendance days or to attend parent-teacher conferences. Scheduled vacation days may only be cancelled due to emergencies, serious illnesses or other reasons approved by the Manager of Buildings and Grounds or designee.

12.4 - A week for purposes of this Article is defined as five (5) working days.

12.5 - There shall be no accumulation of earned vacation time or pay from year-to-year and no pay in lieu of vacation except in the case of employee termination.

12.6 - Each week of vacation pay shall be computed as forty (40) times the individual's regular hourly earnings excluding shift differential for full-time employees and twenty (20) times the individual's regular hourly earnings excluding shift differentials for part-time employees.

12.7 - Employees on the payroll as of July 1 of a given contract year shall receive full vacation credit if they have worked at least eighty (80%) percent of the previous contract year. Absences charged against accumulated sick leave or vacation shall be computed as days worked in determining the eighty (80%) percent attendance.

### ARTICLE XIII - Physical Examination

13.1 – All new employees, upon initial employment, shall provide at the employee's expense, satisfactory medical evidence of physical fitness and freedom from communicable disease. Forms for such purpose shall be provided by the Employer.

13.2 – All employees having reasonably anticipated contact with blood or infectious materials will receive the Hepatitis B vaccine, provided by the District, or sign a written waiver stating that they will not take the vaccine.

### ARTICLE XIV - Sick Leave

#### 14.1 - Sick Leave -

a. All full-time employees shall be allowed fifteen (15) days sick leave per year per employee for personal injury or illness or Workers' Compensation claims. Unused sick leave may be accumulated from year-to-year up to a maximum of 155 credit days.

b. Part-time employees working four (4) hours or more shall be allowed fifteen (15) days sick leave per year per employee for personal injury or illness or Workers' Compensation claims. Unused sick leave for part-time employees may be accumulated from year-to-year up to a maximum of 155 credit days. Sick leave days for part-time employees shall be credited in an amount equal to their regular workday.

c. Any full-time or part-time employee whose service commences within the fiscal year shall be granted a pro-rated share of fifteen (15) days sick leave.

14.2 - Medical Notification - Any employee may be required to present medical evidence of sickness or injury for sick leave of three (3) days or more or in cases where the Administration suspects an abuse of sick leave.

### ARTICLE XV - Leaves

15.1 - Personal Leave - Each employee will be allowed two (2) days with pay, without accumulation, each school year for personal purposes. Personal Leave will be granted upon two (2) days prior written notice to the employee's immediate supervisor and approval by the Superintendent or designee. The two (2) day advance notice requirement may be waived for personal leave requests judged as emergency situations by the Employer. Personal leave shall be utilized in not less than full day increments and must be used prior to the granting of any request for Other Temporary Leave with or without pay.

15.2 - Jury and Legal - Any employee required to perform jury duty or to appear and testify in any judicial proceeding during the employee's working time shall be granted leave for such purposes and shall

receive the difference between the employee's normal compensation and the compensation received for such duty. Any employee who is absent from work by reason of attendance at any court proceeding in which the employee is a litigant or party, or an officer, director, agent, or representative of a litigant or party shall receive no compensation from the Employer for such absence. An employee excused from jury duty must report back to work within approximately one (1) hour of dismissal from jury duty. Any exceptions to this article will be dealt with on an individual basis by the Manager of Buildings and Grounds or designee.

Any employee who was at jury duty for over six (6) hours during the day would be excused from the remainder of their shift that day. Employee who must serve jury duty will be excused from third (3<sup>rd</sup>) shift if they are expected to report for jury duty the next day.

15.3 - Bereavement Leave - An employee shall be granted up to five (5) working days leave of absence with pay for each death in the employee's immediate family (spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather and grandchildren). There shall be no duplication of pay in the event bereavement leave coincides with other paid time. Bereavement leave will be figured at the employee's regular hourly rate times his/her regularly scheduled shift. Employees may be granted upon written request to, and approval by, the Manager of Buildings and Grounds or designee, up to two (2) working days leave of absence with pay in the event of the death of brother-in-law, sister-in-law, niece, nephew, aunt, and uncle. Employees may be granted upon written request to, and approval by, the Manager of Buildings and Grounds or designee, up to one (1) working day leave of absence with or without pay in the event of the death of a relative or a friend outside the employee's immediate family as defined above but with bonds so close that good taste demands attendance at the funeral or wake.

"Child" shall be defined as a biological, adopted, foster, or step son or daughter.

"Brother/sister" shall be defined as a biological, adopted, or step sibling.

"Mother/father" shall be defined as a biological, adoptive, or step parent.

"Mother-in-law/father-in-law" and "daughter-in-law/son-in-law" shall include step relatives.

"Grandmother/grandfather" shall be defined as a biological or step grandmother or grandfather, or the grandmother/grandfather of an adopted grandchild.

"Grandchild" shall be defined as a biological, adopted, or step grandson or granddaughter.

15.4 - Military Leave - Employees entering, returning from, or continuing active service with the military service of the United States shall be granted leave of absence and shall be paid by the District in accordance with federal and state laws governing military service for public employees.

15.5 - Extended Leave - An employee may be granted a leave of absence without pay, benefits, or accumulation of seniority, upon prior written application to and approval by the Superintendent or designee. Such leave may be granted for periods up to twelve (12) months for health or other reasons which are deemed to be in the best interests of the Dubuque Community School District and subject to approval of the Superintendent or the Board of Education. A written notice of intent to return from leave must be filed with the Manager of Buildings and Grounds or designee at least ninety (90) calendar days prior to termination of the leave. Failure to file a formal notice of intent to return to service will be interpreted as a resignation.

15.6 - Other Temporary Leave - Other temporary leaves of absence may be granted with or without pay by the Superintendent or designee.

15.7 - Union Leave - Officers and appointed committee members of the Union may be granted a total of one hundred (100) hours on non-contract years and one hundred twenty (120) hours (without accumulation) leave when the contract is open for negotiations, with pay, each school year for official union business upon five (5) days advance written notice to the Manager of Buildings and Grounds or designee.

When overtime is required to replace employees using this leave the Union will pay to the District the cost of such overtime.

15.8 - Family Illness Leave - In the event of serious illness or injury of a child, spouse, mother/father, brother/sister, mother-in-law/father-in-law, grandmother/grandfather, grandchild, or stepchildren an employee may be granted three (3) days, non-accumulative Family Illness Leave charged against sick leave. In cases when the Administration suspects an abuse of Family Illness Leave, the Administration may require medical evidence of such illness or injury at the employee's expense.

Family Illness Leave may not be used in less than one-half (1/2) day increments.

"Child" shall be defined as a biological, adopted, foster, or step son or daughter.

"Brother/sister" shall be defined as a biological, adopted, or step sibling.

"Mother/father" shall be defined as a biological, adoptive, or step parent.

"Mother-in-law/father-in-law" and "daughter-in-law/son-in-law" shall include step relatives.

"Grandmother/grandfather" shall be defined as a biological or step grandmother or grandfather, or the grandmother/grandfather of an adopted grandchild.

"Grandchild" shall be defined as a biological, adopted, or step grandson or granddaughter.

#### ARTICLE XVI - Break

Employees shall be entitled to a fifteen (15) minute break during each four (4) hour shift.

#### ARTICLE XVII - Wages

17.1 - The salary schedule for employees covered by this Agreement appears in the Appendix as Schedule C. This schedule is for basic services rendered during the scheduled work year and are exclusive of other remuneration for services rendered as outlined in later sections of this Article.

17.2 - The normal workday for full-time employees shall be eight and one-half (8½) hours including a thirty (30) minute duty free lunch without compensation. The normal workweek shall be forty (40) hours per week. Twenty (20) hours shall constitute a normal workweek for Assistant Custodians-part-time. The normal working hours for each employee shall be determined by the Manager of Buildings and Grounds. These hours will prevail unless conditions in the building do not permit.

17.3 - Whenever school is in session, other than the summer vacation period, the hours shall be determined by the demands of the individual schools and departments through the directives of the Manager of Buildings and Grounds or designee.

17.4 - Overtime must be approved by the Manager of Buildings and Grounds or designee prior to the time that it is worked before payment will be made by the Business Office. Any employee required by the Employer to work in excess of forty (40) hours in any one calendar week shall be paid time and one-half (1½) such employee's regular wage rate for each hour and portion thereof worked in excess of forty (40) hours.

17.5 - A shift bonus of twenty-five (.25) per hour will be paid in addition to the hourly rate shown in Schedule C to those employees whose scheduled shift ends after 6:00 p.m. A shift bonus of thirty (.30) per hour will be paid in addition to the hourly rate shown in Schedule C to those employees whose scheduled shift ends after midnight. Shift bonus shall not be paid when an employee is absent for any reason except for sick leave.

17.6 - Full-time employees who are called back to work shall be guaranteed a two (2) hour callback. Should this call back extend the employee's workweek beyond forty (40) hours, he/she shall be compensated at one and one-half (1½) times his/her regular hourly rate, excluding shift differential.

17.7 - Pay for Work on Holidays - Any employee who is entitled to a paid holiday under this Agreement and who is required by the Employer to work on any such holiday shall receive overtime pay for each hour and portion thereof.

17.8 - For approximately sixteen (16) weekends (Saturday and Sunday) and designated holidays, during the heating season, custodians may be assigned the responsibility of a building check. Compensation for these custodians shall be as outlined under the callback procedure.

17.9 - Payday shall be determined in advance by the Payroll Office, and the schedule of paydays shall be filed with the employees each year. The schedule of paydays shall include at least two (2) paydays per month.

#### ARTICLE XVIII - Longevity Pay

18.1 - The Employer shall make longevity payments to full and part time employees covered by the Agreement who have completed the number of consecutive years of service with the Employer as of the end of July of each year according to the following schedule:

Completion of Consecutive Number of Years Service with the Employer by the End of July of Each Year	Additional Compensation Per Hour
5 years	\$.05
10 years	\$.10
15 years	\$.15
20 years	\$.20

18.2 - The Employer shall add the above specified longevity payments to the employee's regular rate of pay and shall pay the above specified longevity payment on each employee paycheck during the course of the contract year.

#### ARTICLE XIX – Compliance Clause

19.1 – If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting to the extent that it conflicts, but all other provisions of this Agreement shall remain in full force and effect.

#### ARTICLE XX – Labor-Management Committee

20.1 – A committee composed of Union and District representatives will meet as needed to discuss mutual concerns. Such meetings will be scheduled as determined by the Union and the District.

#### ARTICLE XXI - Term of Employment

21.1 - To address the issue of job security, the Employer agrees that the custodial operation of the District will be maintained in substantially the same manner as in the previous contract. This provision will remain in effect for the period of July 1, 2009, through June 30, 2013.

ARTICLE XXII - Duration

22.1 - This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term.

22.2 - This Agreement shall be effective from July 1, 2009, and shall continue in full force and effect until June 30, 2013. Wages will be reopened for the 2010/2011, 2011/2012, and 2012/2013 contract years.

SERVICE EMPLOYEES INT'L UNION #199

DUBUQUE COMMUNITY SCHOOL DISTRICT

\_\_\_\_\_  
Local #199 President

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Chapter President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
Executive Director of Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX

SCHEDULE A - Authorization Form for Payroll Deduction for Union Dues

APPLICATION FOR MEMBERSHIP  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 199

I hereby request and accept membership in SEIU Local 199, AFL-CIO, and authorize said union to represent me and, in my behalf, to negotiate and conclude any and all agreements as to wages, hours and other conditions of employment. This full power and authority to act for the undersigned supersedes and cancels any power and authority heretofore given to any person or organization to represent me. I agree to be bound by the Constitution and Bylaws, and the rules and regulations of the International and the Local, and by any contracts that may be in existence at the time of this application or that may be negotiated by the Union.

Check-off Authorization and Assignment

I, the undersigned, hereby authorize my employer to deduct from my wages each and every month and pay to Service Employees International Union Local 199 a service fee in an amount equal to the initiation fee and monthly dues of Local 199, as those amounts may be established from time to time by the Local Union.

I authorize these deductions for and in consideration of the Union's activities in representing me with respect to collective bargaining and without regard to my present or future membership in Local 199. This authorization and assignment shall be irrevocable for the terms of the applicable collective bargaining agreement between my employer and Local 199, or for one year, whichever is lesser unless I give written notice of my desire to revoke same by certified mail to Service Employees International Union Local 199 and my employer at least 30 days and not more than 75 days before any periodic renewal date of this authorization and assignment.

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LAST NAME (Please PRINT Legibly)      FIRST NAME      MIDDLE INITIAL

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_

Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Age \_\_\_\_\_ Social Security Number \_\_\_\_\_

Employer \_\_\_\_\_

Hire Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Job Title \_\_\_\_\_ Building \_\_\_\_\_

Shift \_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_ Member Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Witness \_\_\_\_\_

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COPE FUND DEDUCTION AUTHORIZATION

I hereby authorize my employer to deduct from my pay the equivalent sum of \_\_\_\$1.50 \_\_\_\$2.50 \_\_\_\$5.00 \_\_\_ Other \$ \_\_\_\_\_ per pay period for SEIU Local 199 COPE Fund. This authorization is voluntarily made based on my specific understanding that: The signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union nor of employment by my employer; I may contribute any amount, and will not be favored or disadvantaged by the Union for doing so; I may refuse to contribute without reprisal; SEIU COPE, which is connected with the Service Employees International Union, AFL-CIO. CLC uses the money it receives for political purposes, including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance. SEIU COPE contributions are not deductible for federal income tax purposes.

SCHEDULE B - Grievance Report

School District _____ Building(s) _____ Name of Aggrieved Person(s) _____ _____	Date Filed _____ Distribution of Form (check if sent to) _____ Union _____ Employee _____ Appropriate Supervisor _____ Superintendent
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STEP II

A. Date Violation Occurred \_\_\_\_\_

B. Section(s) of Contract Violated \_\_\_\_\_  
\_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Union Representative \_\_\_\_\_ Date \_\_\_\_\_

E. Disposition of Executive Director of Finance and Business Services \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Executive Director \_\_\_\_\_ Date \_\_\_\_\_



SCHEDULE C - Hourly Salary Rates

SERVICE EMPLOYEES PERSONNEL  
DUBUQUE COMMUNITY SCHOOL DISTRICT

Effective July 1, 2009

Level	Job Description	2009/10
1	Assistant Custodian - Part-time	\$11.32
10	Custodian	\$15.33
12	Assistant Utility Person	\$15.52
13	Asst Head Custodian – Middle School Head Custodian – Elementary Swingshift Custodian Asst Storekeeper/Warehouseperson Jones Head Custodian Utility Person Head Custodian - Forum Building Head Custodian - Central School	\$15.61
14	Asst Head Custodian –Senior Highs Asst. Head Custodian – Roosevelt	\$15.71
17	Head Custodian - Middle School Storekeeper – Warehouseperson	\$15.99
23	Head Custodian - Senior Highs Head Custodian – Roosevelt	\$16.55

New employees will be on probation for six (6) months. New employees shall receive \$1.00 per hour less than regular job rate for the first twelve (12) months.

Current employees on new jobs - The six (6) month probationary job rate shall be \$.30 per hour less than the regular job rate.