

NEGOTIATED AGREEMENT
BETWEEN THE
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 199
FOOD SERVICE EMPLOYEES

AND THE
IOWA CITY COMMUNITY SCHOOL DISTRICT

JULY 1, 2010 *through* JUNE 30, 2011

Equity Statement

It is the policy of the Iowa City Community School District not to discriminate on the basis of race, creed, color, religion, national origin, gender, age, marital status, sexual orientation, gender identity, veteran status, disability, or socioeconomic status in its educational programs, activities, or employment practices.

If you believe you have (or your child has) been discriminated against or treated unjustly at school, please contact the Equity Director, Ross Wilburn, at 509 S. Dubuque Street, 319-688-1000.

TABLE OF CONTENTS

ARTICLE I	PREAMBLE.....	2
ARTICLE II	RECOGNITION.....	2
ARTICLE III	HEALTH AND SAFETY	2
ARTICLE IV	TRAINING.....	3
ARTICLE V	PAYROLL DEDUCTION.....	4
ARTICLE VI	SENIORITY.....	5
ARTICLE VII	TRANSFERS.....	6
ARTICLE VIII	REDUCTION IN FORCE.....	7
ARTICLE IX	EMPLOYEE HOURS.....	8
ARTICLE X	EVALUATION PROCEDURES.....	10
ARTICLE XI	GRIEVANCE PROCEDURES.....	12
ARTICLE XII	ABSENCES.....	14
ARTICLE XIII	UNION RIGHTS.....	19
ARTICLE XIV	INSURANCES.....	20
ARTICLE XV	WAGES.....	23
ARTICLE XVI	SUPPLEMENTAL PAY.....	24
ARTICLE XVII	LONGEVITY.....	26
ARTICLE XVIII	FINALITY AND DURATION.....	27
ARTICLE XIX	FORMS.....	28

Article I PREAMBLE

This agreement is made and entered into by and between the Board of Education of the Iowa City Community School District and the Service Employees International Union Local 199.

The Board of Education of the Iowa City Community School District is hereinafter referred to as the "Board" and the Service Employees International Union Local 199 is hereinafter referred to as the "Union".

The term "employees," when used in this agreement, shall hereinafter refer to all employees of the Board who are contained within the negotiating unit represented by the Union as certified by the Public Employment Relations Board, Case #6838, on July 13, 2004.

Article II RECOGNITION

The Board recognizes Local 199 as the bargaining agent for employees included in the established bargaining unit. Members of the unit shall be comprised of both full and part time employees of the Food Service Department. For purposes of this agreement, a part time employee is an employee whose regularly scheduled work week is less than thirty (30) hours.

Article III HEALTH AND SAFETY

A safe work place is the result of safe conditions and safe actions. MSDS Sheets will be available in each kitchen.

Physical Examinations

It shall be the policy of the Board of Directors of the Iowa City Community School District that all employees, in accordance with State Rules of Iowa 281-Chapter 12.4 (14), shall submit to the Office of Human Resources a certificate from a physician stating the individual has been examined by the physician and found to be free of contagious disease, particularly tuberculosis, and that the individual is physically capable of rendering service while in no way endangering public health. This examination is to be completed within 60 days of employment.

The Board of Directors agrees to compensate each employee upon presentation of "paid" statement to the food service office for up to \$40 toward the costs incurred in meeting the above public health requirements.

The "paid" statement should be in the form of either a copy of a canceled check or a signed receipt from the medical facility marked paid.

Reimbursement for Personal Property Damage

The employer shall reimburse employees for the reasonable cost of eyeglasses, dentures, or personal property damaged or destroyed while the employee is acting in the discharge of his/her duties within the scope of his/her employment. This provision does not apply to lost or stolen items.

Employee Handbook

An employee handbook will be provided to each employee that outlines the hygiene guidelines and general safety procedures/ rules. A Standard Operating Procedures (SOP) manual will be issued when an employee is hired. If the employee does not successfully complete the probationary period, the manual is to be returned to the kitchen manager. If it is not returned a ten (10) dollar fee will be withheld from the employee's final payroll check.

Article IV TRAINING

Certification

Certification as specified under the guidance of the School Nutrition Association (SNA) will be required for all Class III employees. Prerequisites needed for certification will be paid for by the food service department including registration, lab and book fees. Mandatory training will be directly billed to the District.

Basic safety training will be part of new employee orientation. New employee orientation training will be completed prior to being assigned to work independently. New employee training will be provided in the areas of but not limited to safety (work environments, work practices and equipment), sanitation, food handling, and on-site kitchen orientation.

All new employees will be given a Standard Operating Procedures (SOP) manual. The District will adhere to the training process in the SOP. New employees that begin after the start of the school year, will have their initial orientation training off-site and/or off hours before their building start date.

Employees must be instructed in the operation of any piece of equipment they are assigned to use. Training sheets, documenting the training of an employee on different pieces of equipment, are to be kept on file by the kitchen manager. Employees are not allowed to use any piece of

equipment unless they have documented training. Types of equipment may differ from one kitchen to another.

New employees or employees who have changed work locations will be trained by the kitchen manager or designee.

Article V PAYROLL DEDUCTION

Authorization

Any employee must present written authorization to the District Business Office fifteen (15) days prior to the pay date for which Union dues deduction is to be made.

Upon appropriate written authorization from any bargaining unit member, the District may cause to be deducted from the salary of the employee and may make appropriate remittance for annuities, credit union(s), savings bonds, charitable organizations as defined as and qualifying under Board/administrative policy, insurances, union dues, Committee on Political Education (COPE), Section 125 Plan for medical and child care expenses, or any other plans or programs approved by the superintendent or Board of Directors and agreed to by the bargaining unit member.

Authorization for deduction of dues and/or COPE shall be on forms provided by the Union.

Annuity

The District participates in the State of Iowa 403 B Plan. All employees are eligible to participate on a voluntary basis.

Termination

An employee may terminate any authorized payroll deduction at any time by giving thirty (30) days written notice. Within fifteen (15) days of the written termination, the Executive Director of Local 199 may contact the business office for verification. Copies of termination of dues will be sent to the Executive Director of Local 199 by the district.

Transmission of Dues

The District Business Office shall directly deposit Union dues within ten (10) banking days into the Union's account. Names and deduction amounts of those members from whom dues have been procured shall be mailed to the

Executive Director of Local 199 in the same time period. Included with the Executive Director's mailing shall be the dues deposit slip. The Union will provide the District with a form to give employees who voluntarily discontinue having dues taken from their check.

Dues Changes

The parties recognize that the Union may change its dues from time to time, according to its constitution and by-laws. In the event such change occurs, the Executive Director of Local 199 will notify the District Business Office of such change.

The above said changes may only be made after giving the District Business Office fifteen (15) days prior notice of the pay date when it is to become effective.

Hold Harmless Clause

The Union agrees to indemnify and hold harmless the Board of Directors, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the applications of the provisions of this Article.

Article VI SENIORITY

Definition

Seniority means a regular employee's length of service from his/her first date of employment, as opposed to when he/she successfully completes his/her probationary period. Seniority for regular part-time employees shall be prorated. Employees working over three (3) hours per day will be credited with one day of seniority. Employees working three (3) or less hours will be credited with ½ day of seniority. For the purpose of calculating "Longevity" pay, any employee whose official start date is in the first ninety (90) school days of the current school year will be given credit for one year of seniority the following year.

Probation

A new employee shall serve a probationary period of (60) sixty working days. Upon completion of the probationary period, he/she shall be put on seniority list and his/her seniority shall be determined from his/her first day of employment, as opposed to when he/she successfully completes his/her probationary period.

Probationary employees will not have any leave benefits other than prorated sick leave at the rate of one (1) day per twenty days of work for a total of three (3) days during the probationary period. Once the probationary employee is recommended for hire, any used sick leave during the probationary period will be subtracted from their allocation. No medical benefits will be granted to probationary employees.

Posting

During the first full week of December, the employer shall post on appropriate bulletin boards a seniority list showing job classifications and the continuous service of each employee. A copy of the seniority list shall be sent to the Union when it is posted.

Protest of, errors in or omissions from such list must be made to the employer within ten (10) days from the date of the furnishing of such lists and revisions thereof.

If no protests are made within the ten (10) day period, the list will be considered accurate and no further appeal or grievance will be permitted.

Breaks in Service

An employee's seniority record shall be broken by voluntary resignation, discharge, reduction in force and retirement. If an employee returns to work at the beginning of the following school year without a break in service, there will not be a loss of seniority. Should an employee laid off return to work within one year, the seniority will pick up from the date of his/her return. Seniority rights will be forfeited if the continuous period of layoff exceeds one year.

Article VII TRANSFERS

Initial Assignment

Assignment of a food service employee to a given school is the responsibility of the director of food service. Changes in assignment may be initiated by either a food service employee or the director of food service and/or designee.

Job Posting and Bidding

Open positions will be posted on the district's website and posted on each employee bulletin board for a period of five (5) working days. The posting will include the job title (classification), work location, and hours per day. During the summer months, when school is not in session, openings will continue to be posted on the district's website.

Transfer

The director of food service and/or designee will consider district and program needs, individual skills, and performance evaluations. When all of the above are equal the position will be awarded to the most senior employee. If interested in a posted position, the food service employee shall submit in writing a request to the director of food service during the posting period.

The employer may involuntarily transfer any employee to an open position to ensure the efficient operation of the district's food service program.

An employee who qualified for and is awarded a posted job with a higher rate of pay shall be moved across the pay schedule to a rate of pay which is equal to, or greater than, the rate of pay from which they are leaving.

Article VIII REDUCTION IN FORCE

The employer has the sole, exclusive and final determination to decide both the necessity for a reduction in force and the number and job classification of employees to be reduced.

In the event that it becomes necessary to reduce the working force, probationary employees in the affected job classification shall be laid off first, followed by employees with the least seniority in that job classification.

The employee removed can then replace an employee with less seniority in any job classification, if he/she has at least one hundred and twenty (120) days of successful experience in that job classification. That previous work experience must be in the last two work years.

If an opening occurs in the area affected by the reduction within six (6) months of the date of the reduction, those employees on staff reduction will be recalled in reverse order of layoff.

An employee who fails to return to work when called within ten (10) working days after being notified by certified mail to the employee's last known address shall lose his/her status as an employee.

If an employee who is laid off returns to work in this bargaining unit, his/her previously earned seniority will be reinstated. If an employee returns to work for the district in a position not in this bargaining unit, he/she does not forfeit his/her right to recall in this bargaining unit and his/her accumulated seniority in this bargaining unit shall be frozen.

Article IX EMPLOYEE HOURS

Fulltime Employee

Employees are considered fulltime if their regularly scheduled work hours total to thirty (30) or more hours per week.

Length of Assignment

Food service employees work on all days school is in session for students and meals are served. The director of food service or designee will schedule additional days of work for in-service training, meetings, and/or cleaning.

All employees are expected to attend the August Back to School Workshop and scheduled in-services in the fall and spring. Employees will be notified in writing of additional work days at least 30 days in advance.

The number of hours allotted each food service location will be established by the director of food service. Total hours of employment per day will be stated on each employee's letter of assignment.

Work assignments will be posted in each production kitchen. Production staff must sign in and out each day on the attendance log posted by the manager's office.

Inclement Weather

On days when schools are closed due to inclement weather, employees are not to report to work. If a make-up of the day lost to inclement weather is scheduled, that day will become a required work day. If a make-up day is not scheduled, the day lost to inclement weather will be with pay.

On days when schools are closed due to inclement weather, employees may be dismissed by the superintendent or his/her designee. Employees shall receive their full pay for the early dismissal day.

On days when school begins late due to inclement weather, employees shall be expected to come to work as soon as it is safe to do so. Employees shall receive their full pay for the late start day.

If an employee feels it is unsafe to travel to work or needs extra time to travel to work, the employee can take one of the following leave options: personal leave, emergency leave, or leave without pay. If school is dismissed and the superintendent or his/her designee does not release the employee to leave school before the end of his/her scheduled shift and the employee feels he/she needs to leave immediately, he/she may take the same leave options as mentioned above.

If school is delayed due to inclement weather, there is no breakfast program.

Workday

The required employee workday shall not exceed eight (8) hours. The arrival and departure time for employees shall be determined by the director of food service/supervisor.

Overtime Compensation

The rate of compensation for required work over forty (40) hours per week shall be at 1 1/2 the regular hourly wage. All overtime must be submitted prior to its occurrence to the director of food service/supervisor. The director of food service/supervisor will, prior to its occurrence, inform the employee if the proposed overtime will be approved.

Any extension of hours beyond the employees regular work day must be approved by the director of food service/supervisor. Any additional approved time worked will be rounded off to the nearest fifteen minutes. Less than eight (8) minutes will be rounded to zero minutes.

Compensatory Time

Employees may elect to receive overtime compensation time off at the rate of 1 1/2 hours of compensatory time for each hour of overtime worked. Compensatory time must be used in the same school year in which it has been earned. The Employer shall retain the right to pay unused compensatory time in cash at any time.

In order to receive pay for compensatory time, the employee must have allowed the district adequate time to schedule compensatory time off prior to the end of the current pay period in which it was earned or the subsequent pay period. Any pay for unused compensatory time must receive prior approval from the director of food service/supervisor.

Breaks

Employees scheduled to work five (5) or more hours per day may have an unpaid thirty (30) minute break. The lunch break cannot be scheduled at the beginning or end of the workday, unless it has been pre-approved by the director of food service and/or designee. One fifteen (15) minute paid break is also provided. Both breaks are scheduled by the director of food service or designee. Employees working less than five (5) hours per day are entitled to one unpaid fifteen (15) minute break.

Article X EVALUATION PROCEDURES

The main purpose of evaluation is to inform each employee of his/her job performance and to encourage staff development and advancement. New employees shall receive a written evaluation at the end of the probationary period. The evaluation shall be completed by the employee's immediate supervisor or designee and reviewed by the director within the first sixty (60) days of employment and every three (3) years thereafter.

Employees shall be entitled to review his/her personnel file and obtain copies upon request.

Notification

Before an employee is formally evaluated, he/she will have been acquainted with the appropriate job description and formal evaluation procedures. Documents may be placed in the employee's personnel file only upon notice to the employee.

Formal Evaluation

All formal evaluations may include observations and an overall assessment of the employee's competence. Employees shall be evaluated at least one (1) time every three (3) years.

Each employee shall receive a written copy of the specified contents of the formal evaluation. The employee and the evaluator(s) must confirm this by their signatures on all copies. The employee's signature does not

necessarily indicate agreement with the contents of the evaluation; it does indicate the employee has been informed of the contents.

An employee may write a response to the contents of the evaluation that will be attached to the formal evaluation.

Informal Evaluation

Employees shall also be continuously evaluated. A verbal discussion between the employee and employer concerning the informal continuous evaluation may suffice in this instance. If the employer deems a written evaluation is necessary, then each employee shall receive a written copy of the specified contents of the written evaluation. The employee and the evaluator(s) must confirm this by their signatures on all copies. The employee's signature does not necessarily indicate agreement with the contents of the evaluation; it does indicate the employee has been informed of the contents. An employee may write a response to the contents of the evaluation that will be attached to the evaluation.

Personnel Office Folders

All material obtained during the period of employment which is placed in his/her permanent personnel file and which may be used to determine his/her continuous employment or advancement in the school system shall be available for inspection by the employee; except that information received by the administration prior to employment, which shall include confidential references or evaluations obtained from sources outside the school system, shall be exempted from the inspection. However, the employee shall be provided a list of such items upon request.

The employee shall have the right to answer any material filed subsequent to employment and his/her answer shall be affixed to the material and placed with it in the employee's file.

No information used in appraisal, evaluation, termination of assignment, or transfer, shall be maintained except in the personnel file in the district Office of Human Resources. However, other operational or anecdotal files may be maintained at the work location.

An employee may have the evidence of competence or outstanding performance or service he/she chooses placed in his/her personnel folders in the building and at the district personnel office.

Material mutually defined as obsolete by the evaluator and individual being evaluated shall be removed from the personnel folder and destroyed.

Article XI GRIEVANCE PROCEDURES

A grievance shall be defined as a complaint of an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving employee unless mutually agreed that it is necessary to process during the workday. If it is necessary to process during the workday it shall be at no loss of pay to the employee filing the grievance. The grievant may have representation at each step of the grievance procedure. The grievant is entitled to be present at all steps of the grievance procedure.

1st Step

Within ten (10) school days from the date of the event giving rise to the grievance or within ten (10) school days of knowledge of the grievance, an attempt shall be made to resolve the grievance in informal discussion between the grievant and his/her immediate supervisor.

2nd Step

If the grievance cannot be resolved informally, the aggrieved employee may file the grievance in writing and, at a mutually agreeable time, discuss the matter with the director of food service or designee. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses that pertain to the specific grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) workdays from the date of first step meeting date.

The director of food service or designee shall meet with the employee and union representative within five (5) workdays after the grievance has been filed. The grievance response will be communicated in writing to the

employee, union representative and the superintendent or designee within ten (10) workdays after the grievance meeting.

3rd Step

In the event a grievance has not been satisfactorily resolved at the 2nd step, the aggrieved employee may file, within ten (10) workdays of the director of food service's written decision at the 2nd step, a copy of the grievance with the superintendent or designee. Within five (5) workdays after such written grievance is filed, the aggrieved employee and union representative and the superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall respond within ten (10) workdays of the 3rd step grievance meeting and communicate the decision in writing to the employee, union representative and director of food service or designee.

4th Step

If the grievance is not resolved satisfactorily at step 3, there shall be available a 4th and final step. Within ten (10) workdays, the Union and the employee may submit the grievance in writing to binding arbitration. An employee may submit a grievance to arbitration only with approval of the Union. Within ten (10) workdays of written notice to submit the grievance to arbitration, the superintendent or superintendent designee and the Union representative shall meet and attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment from the arbitrator, a request for a list of five (5) arbitrators will be made to the Public Employee Relations Board (PERB). Each of the two parties will alternately strike one name at a time from the list until only one name shall remain. The remaining name shall be the arbitrator. The arbitrator so selected shall confer with the Board or the superintendent and the Union to set the time and date in order to hold hearings promptly. Selection of the hearing site shall occur no later than three (3) days prior to the hearing.

The arbitrator shall issue his/her decision not later than fifteen (15) workdays from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing, by the

Board and the employee, and his/her decision must be based solely and only upon his/her interpretation of meaning or application of the expressed relevant language of the Agreement. Expenses for the arbitrator's services shall be borne equally by the Board and the Union.

Group Grievance

If a group of employees has the same complaint, they may submit their complaint to the grievance procedure beginning at the first step, and the grievance may be processed through all levels of the grievance procedure. In a group grievance, all employees involved in the grievance may be present at all steps of the grievance process, and the group shall identify a spokesperson who will speak for the group through all levels of the grievance procedure.

Board Policy Grievances

Grievances regarding issues of an employee's complaint of an alleged violation outside of the provisions of this agreement shall be processed under the grievance procedures in the Board Policy 402.10.

Article XII ABSENCES

Reporting Absences

Absences from production kitchens must be reported to the kitchen manager and food service office by 6:00 a.m. Employees in elementary buildings should report absences to their building and the food service office by 8:00 a.m. The food service office number is 688-1021 and a message can be left on voice mail. When leaving a message on voice mail an employee must clearly state his/her name, school and reason for absence. Employees will create an absence on *AESOP* by 11:00 p.m. the night of the absence. The expectation is that these timelines will be strictly followed. If extenuating circumstances prevent meeting those timelines, these situations will be handled on a case-by-case basis.

Payday Illness

If any employee is absent due to illness on a payday, the employee will not be allowed to personally pick up their paycheck at their place of work.

If an employee misses three or more days in a row due to illness, the director of food service or his/her designee may request a signed doctor's

statement stating dates and reason for illness. This documentation must accompany the sick leave form indicating he/she can return to work.

Unexcused or Non-Reported Absences

If employees are absent from work two (2) consecutive days without reporting the absence to their supervisor and the director of food service, they shall be considered to have voluntarily resigned. Any unreported absence, excessive tardiness, or leaving work early will be considered grounds for disciplinary action that may include suspension and/or dismissal.

Doctor and/or Dental Appointments

Doctor and dental appointments should be scheduled during non-work hours. When this is not possible, the following leave may be used: sick leave, personal leave, and/or leave without pay.

Sick Leave

Regularly employed personnel shall be granted leaves of absence for personal illness or injury. Female employees are entitled to sick leave during the period they are unable to perform regular duties due to pregnancy and subsequent recovery.

Supporting written medical documentation is required to establish the time the employee is unable to work due to the pregnancy.

In case of personal illness or injury, the employee shall be granted full pay for ten (10) days during the first year of employment, eleven (11) days the second year, twelve (12) days the third year, thirteen (13) days the fourth year, fourteen (14) days the fifth year, fifteen (15) days the sixth and subsequent years with a maximum accumulation of one hundred and twenty (120) days, excluding the current year allowance. The Board of Directors requires such reasonable evidence as it may desire confirming the necessity for the leave of absence. In cases involving worker's compensation, no individual shall receive more in payment during a period of disability than his/her current salary.

A day of sick leave shall be that of the employee's normal work day. Employees hired after January 1st of a school year will be given 5 days sick leave.

The minimum unit of sick leave used shall be one-half (.5) day. In the case of an acute medical condition, sick leave may be taken in one-hour

increments up to a maximum of two (2) hours per day. An acute medical condition is defined as "a sudden illness that requires an employee's immediate attention and the need to leave the worksite immediately." Upon three (3) days prior approval, up to one day of sick leave may be used in hourly increments

Confirmation

The superintendent/designee may require evidence confirming the necessity of any sick leave absence when an employee has established a pattern of suspicious and/or excessive absenteeism.

Notification of Accumulation

Employees will be notified of accumulated sick leave on the first paycheck they receive in the work year.

Elective Surgery

Leaves of absence for elective surgery which can be deferred to a time other than during the school year shall not be granted.

Insufficient Sick Leave Accumulation

If an employee's accumulated sick leave is insufficient to cover a period of disability, the employee, upon his/her request, will be granted a leave of absence without pay pursuant to measures outlined in the Family and Medical Leave Act.

Family Illness

All employees shall be granted use of sick leave at full pay for illness of an employee's immediate family, as defined in "Bereavement Leave." A maximum of five (5) days per year shall be allowed for this use and shall be charged against the employee's sick leave accumulation. When arrangements have been made with the director of food service/supervisor, family illness leave for a medical condition of one's family member may be taken in one-hour increments.

Other Benefits

The school district will provide Workers' Compensation insurance as required by law.

Emergency Leave

Up to two (2) days leave with full pay for emergencies may be granted to employees during each school year. An emergency is a condition which requires the presence of the employee. The types of absences for which emergency leave may be approved are:

1. Accident - involving his/her property, or the person or property of a member of his/her immediate family (father, mother, son, daughter, husband, wife, brother, sister, son-in-law, daughter-in-law, grandchildren, grandparents, stepfather, stepmother, and stepchildren of the employee and father, mother, brother, sister, grandparents, stepfather, and stepmother of the employee's spouse) of such an emergency nature that the immediate presence of the employee is required during his/her working day.
2. Serious or critical illness of a member of the immediate family, as defined above, calling for services of a physician and of such emergency nature that the immediate presence of the employee is required during his/her working day.
3. Other real emergencies, not specified above, which require the presence of the employee. Barring unusual circumstances, prior to the employee's absence, he/she must seek the approval of the director of food service/supervisor and/or the superintendent or his/her designee. Emergency leave may be used in minimums of one (1) hour increments if no substitute is involved.

Personal Leave

Food service employees shall be granted one (1) day leave per year for personal business. No personal leave will be granted the day before or the day after Thanksgiving, winter break, or spring break or during the first two weeks and last two weeks of the school year. Personal leave must be approved three (3) days in advance by the director of food service/supervisor. Should an unusual number of personal leave requests occur on any given day causing a staffing problem, the supervisor shall have the right to authorize only those requests for which adequate substitutes may be obtained.

Jury Duty

An employee may be granted leave for jury duty or when required to appear in a judicial proceeding provided the judicial proceeding does not involve business of the employee. No deduction from compensation will be made; however, all jury fees received by the employee shall be turned over to the school district. Notification or request for jury duty leave will be provided the director of food service/supervisor and submitted to the superintendent or designee.

Bereavement Leave

Employees shall be granted leave of absence at full pay for funerals of immediate family. Absence due to death in the immediate family shall be paid in full not to exceed five (5) days. The immediate family shall be considered to mean: the employee's spouse/domestic partner, and the child, foster child, stepchild, legal ward, son-in-law, daughter-in-law, parent, foster parent, step-parent, father-in-law, mother-in-law, brother, sister, foster brother, step brother, foster sister, step sister, brother-in-law, sister-in-law, grandchild, aunt, uncle, niece, nephew, grandmother, grandfather or great relative in any of the above mentioned categories of the employee or the employee's spouse/domestic partner.

The employee shall file with director of food service/supervisor, a bereavement leave form within three (3) days of returning to work.

Employees shall be granted one (1) day of paid bereavement leave annually to attend funerals of other relatives or close friends. This may be used in minimum one hour (1) increments, if no substitute is involved and in a minimum of ½ day increment if a substitute is involved.

Absence without Pay

Food service employees may be granted a leave of absence without pay for up to four (4) days per fiscal year. Such absences must be approved by the employee's supervisor, director of food service, superintendent, or his/her designee. Prior to approving any leave without pay, an employee's personal day if not already used, must be used.

Application for extended leave shall be made to the superintendent or his/her designee in writing, and shall state the rationale for the request and the date of anticipated return.

Article XIII UNION RIGHTS

Labor-Management Committee

A liaison committee composed of five appointees by the Union and five appointees of the superintendent and/or designee shall meet twice annually to discuss mutual concerns. One meeting shall take place in the fall and the other in the spring of the school year.

These meetings will be held outside of the work day and last no more than two (2) hours, unless both parties agree to an extension. One or both of these meetings may be cancelled, if both parties agree to do so. Agendas will be mutually created and agreed upon at least one (1) week in advance of each meeting. Additional items may not be added to the agenda unless both parties mutually agree to do so.

Use of School Facilities

The Union shall have the right to hold meetings on school property provided such meetings do not interfere with school activities and/or the normal school operation. Such meetings must be scheduled at least three (3) days prior to the meeting and must also have three (3) days prior approval of the principal of the individual building.

Agreement Copies

Copies of the agreement shall be printed and distributed by the Board to all employees covered by this Agreement.

Interschool Mail

The Union shall have the right to use the interschool mail service to distribute official Union material to members covered by this agreement, as long as such use does not interfere with the normal operation of the interschool mail service. This includes email communication.

Bulletin Board Space

The Board will provide space in each work site for the posting of bulletins.

Union Representation

The Union agrees to supply the Superintendent or designee in writing and maintain on a current basis the names of all Union officers, representatives,

employees and stewards including each steward's work location. Authorized representatives of the Union shall be permitted to transact official Union business on school property in compliance with Section 2 of this Article (Use of School Facilities). Such business will not be transacted during work hours unless mutually agreed upon by the Union and the Superintendent or designee.

Article XIV INSURANCES

Health and Major Medical

The Board shall select for full time employees and members of the employee's immediate family eligible to enroll, including domestic partner, a health insurance policy. The Board shall provide a booklet explaining the benefits provided by the insurance coverage to all employees.

Life

A group life policy shall be provided each eligible employee in the amount equal to the nearest \$1,000 of annual salary to a maximum of \$20,000 (\$500 and over to next \$1,000) until termination of employment. Each policy will contain an accidental death and dismemberment clause.

Disability

Each eligible employee shall be covered by long term group disability insurance providing for income protection to age 70. The benefit period shall commence after all accumulated sick leave has been used.

- A. Monthly income benefit shall be 70% of covered monthly compensation to a maximum benefit of \$1,000, less any payments for that month for which the employee is eligible under the Federal Social Security act, a Workers' Compensation act or other similar legislation or under any group plan providing benefits for loss of time from employment. Benefits shall be consistent with the provisions of the policy selected by the Board of Education.
- B. Covered monthly compensation is defined as one-twelfth of annual salary up to the allowable maximum.

Liability

All employees shall be covered by a district-financed liability insurance policy covering job-related performance of duties.

Dental

Employees are eligible to participate in a district selected dental insurance plan at the employee's expense.

Disclaimer

The district's role is limited to the selection of the insurance carrier and the below listed payment of premiums. Any concern arising from payment of claims is to be handled between the appropriate insurance company and the individual client. In no event will the district be required to act as the insurer in any claim.

Coverage

Coverage shall be continuous for eligible employees. Provided they make proper application, eligible non probationary employees will be covered within thirty (30) days after successful completion of their probationary period, except that staff beginning work at the start of a school year will be enrolled for medical insurance on the first day of the month after date of employment. An eligible employee, for insurance purposes, is defined as one whose assignment requires that he/she perform three-fourths or more of normal work load per normal work week for not less than an expected nine months per twelve month period. A normal work week is defined as a 40 hour work week.

Premiums

The district shall pay the full cost of the premiums (single) for medical, life, disability, workers' compensation and liability insurance coverage for all fulltime employees. If an employee chooses to purchase the district's family medical insurance, the amount of the single medical premium will be applied toward the cost of the family premium. Any remainder of the premium for medical insurance in excess of the prescribed maximum shall be paid by the employee through a payroll deduction.

Part-time Employees

An employee whose contract or assignment requires that he/she perform not less than 20 hours or more of work per normal work week but less than 30 hours may participate voluntarily in the medical insurance program by paying on a prorated basis the premium differential between hours worked and those of a 30 hour employee.

Continuation

Eligible employees shall continue to receive all benefits while on sick leave. Employees who no longer qualify for insurance benefits shall be dropped from the program. However, these employees/former employees may purchase medical and life insurance at group rates at the full expense of the individual consistent with policies established by the insurance carrier.

Article XV WAGES

FOOD SERVICE EMPLOYEES Salary Schedule 2010-2011

STEP	CLASS I	CLASS II	CLASS III
1	\$10.85	\$11.41	\$11.96
2	\$11.29	\$11.85	\$12.40

CLASS I Food Service Assistant

CLASS II Lead Food Service Assistant
Head Cashier
Second Cook/Baker
Head a la Carte

CLASS III Head Cook
Head Baker
Head Salad Maker

Fourteen (14) hours have been added to each letter of assignment for the purpose of training. If the training is missed and not made up the employee's wages will be deducted accordingly. If hired after beginning of the current school year, these hours may be prorated.

Article XVI SUPPLEMENTAL PAY

Time Sheets

Time sheets must be sent to the Food Service Office on the last working day of the month. Failure to do so will result in a month delay in receiving the regular payroll check.

Uniform Allowance

Production kitchen staff is allowed a \$75.00 per year uniform allowance. A receipt is required for reimbursement. New hires will receive this allowance immediately after the successful completion of probation. Regular employees will receive this allowance at any time during the school year.

The district will provide five (5) food service shirts for satellite kitchen employees. Shirts will be issued as soon as possible, after the employee begins his/her employment. If the employee does not successfully complete the probationary period, all shirts are to be returned to the kitchen manager. If it is not returned the cost of the shirts will be withheld from the employee's final payroll check.

In-District Travel

Employees designated by the director of food service to travel for assigned or pre-approved duties shall be reimbursed at the current federal rate. Travel between home and work is not covered.

Mileage reimbursements for in-district travel shall be paid within sixty (60) days after the employee submits the completed District mileage form to the Food Service Office. A fifty (50) mile minimum is required for reimbursement.

Early Retirement

Eligible employees may participate in the early retirement policy to be determined by the District effective at the beginning of the 2008-2009 school year.

Substitute Pay

After three (3) days of substituting for another employee, the employee replacing another employee in a higher classification will receive the wage for the higher classification on an hourly basis. In the event where an employee is substituting for a kitchen manager, approved by the director of

food service, the employee will be paid \$2.25 per hour above their current hourly wage. In all cases, the higher wage will be paid retroactively.

Any Class 1 and 2 employee already receiving a certification stipend will be grandfathered in and will continue receiving that differential in their salary.

Article XVII LONGEVITY

2010-2011 LONGEVITY PAY

Years of Service Completed	Hourly
1	0.05
2	0.10
3	0.15
4	0.20
5	0.25
6	0.30
7	0.35
8	0.40
9	0.45
10	0.50
11	0.55
12	0.60
13	0.65
14	0.70
15	0.75
16	0.80
17	0.85
18	0.90
19	0.95
20	1.00
21	1.05
22	1.10
23	1.15
24	1.20
25	1.25
26	1.30
27	1.35
28	1.40
29	1.45
30	1.50

Longevity pay will be applied to the hourly wage beginning with the completion of more than one half year of service by July 1.

Article XVIII FINALITY AND DURATION

This Agreement supersedes and cancels all previous agreements related to articles in this document between the School District and the Union or any employee and concludes the collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to the collective bargaining law and the understandings and agreements arrived at by the parties are set forth in this Agreement. An assignment between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement.

If any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

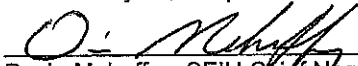
The School District and the Union, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate any matter during the term of this Agreement.

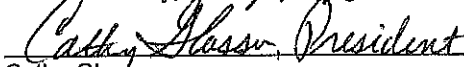
The wages/salaries in this Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2011. All other articles shall be effective as of July 1, 2009 and shall continue in effect to June 30, 2011.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the _____ day of _____, 2010.

SEIU LOCAL 199


Sharon Meyers, Chapter President


Devin Mehaffey, SEIU Chief Negotiator


Cathy Glasson,
President SEIU Local 199

IOWA CITY SCHOOL DISTRICT

Patti Fields, President

Diane Duncan-Goldsmith, Director

Jim Pedersen, Chief Negotiator

Article XIX FORMS

Grievance Form

Control No. _____
(Please Print)

Grievant: _____
Name Phone

Address: _____

Type of Grievance: _____

Department: _____

Date grievance occurred: _____

Approximate time: _____

Date processed at Step 1: _____

With (Supervisor): _____

Date Step 1
reply given: _____ Signature of
Supervisor: _____

Reply Step 1: _____

Date processed at Step 2: _____

With (Supervisor): _____

Date Step 2
reply given: _____ Signature of
Supervisor: _____

Reply Step 2: _____

Date processed at Step 3: _____

With (Supervisor): _____

Remedy Requested:

Grievant's Signature

Date Signed

SERVICE EMPLOYEES INTERNATIONAL UNION
Local 199

APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in SEIU Local 199, 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 Local, and by any contracts that may be in existence at the time of this application or that may be negotiated by the Union.

Name _____ Date _____

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 the 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.

✕-----

Last Name (Please PRINT legibly)	First Name	Middle Initial
----------------------------------	------------	----------------

Address	City	State, Zip
---------	------	------------

Home Phone	Date of Birth	Age
------------	---------------	-----

Social Security Number

Employer	Work Phone	Job Title
----------	------------	-----------

Hire Date	Work Site	Shift
-----------	-----------	-------

Member Signature

Date