

**MASTER CONTRACT**

Between

**MAQUOKETA COMMUNITY  
SCHOOL DISTRICT**

and the

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL  
199-CUSTODIANS**

For the term

**July 1, 2015**

to

**June 30, 2016**

MASTER CONTRACT  
BETWEEN  
MAQUOKETA COMMUNITY SCHOOL DISTRICT  
and the  
SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 199-CUSTODIANS  
FOR THE TERM  
**July 1, 2015 to June 30, 2016**

ARTICLE I  
RECOGNITION & DEFINITION

1.1 - Recognition The Employer recognizes the Service Employees International Union, Local 199-Custodians as the certified, exclusive sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's Certification in Case No. 7320, issued on August 29, 2006. The unit described in the above certification is as follows:

INCLUDED: All Custodial Personnel.

EXCLUDED: All other school district employees, substitute employees, and those employees defined by Section 4 of the PERA.

1.2 - Definition

a. The term "Employer" shall mean the Maquoketa Community School District or when specified hereinafter, its Board of Education or other representatives or agents.

b. The term "Employee" shall mean those employees specified and described in Section 1.1 above.

The term Union shall mean the Service Employees International Union, Local 199-Custodians or when specified hereinafter, its duly authorized representatives or agents.

ARTICLE II  
GRIEVANCE PROCEDURE

2.1 - Definition - A "grievance" is a claim by an employee or the Unit that there has been a violation, misapplication, or misinterpretation of any provisions of this Agreement.

2.2 - Grievant - A "grievant" is the person filing the grievance.

2.3 - Grievance Processing - 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 of the work activities of the grieving employee or of the staff.

2.4 - The grievant may be represented at all levels of the grievance procedure. The immediate supervisor and/or the Superintendent also have the right to representation at all levels of the grievance procedure.

2.5 - Procedure - Any grievance shall be processed in the following manner:

Level I. The grievant shall attempt to resolve the grievance informally, within 21 days of its occurrence, by informal discussion with the appropriate immediate supervisor. The immediate supervisor will reply orally to the grievant within 5 working days after discussion of the grievance.

Level II. If, after discussion with the grievant's immediate supervisor at Level I, the grievance is not settled and the grievant wishes to appeal the grievance to Level II, the grievant will reduce the grievance to writing and submit it to the appropriate supervisor within five (5) working days after receipt of the immediate supervisor's oral or written answer. 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 supervisor shall provide a written answer to the grievant within ten (10) working days after receipt of the written grievance.

Level III. If the grievance is not settled at Level II and the grievant wishes to appeal the grievance to Level III, the written grievance shall be submitted to the Superintendent or the Superintendent's designee within five (5) working days after receipt of the supervisor's written answer. The Superintendent or the Superintendent's designee will meet with the grievant and the Union representative, within ten (10) working days after receipt of the grievance. The Superintendent or the Superintendent's designee will provide a written answer to the grievant within five (5) working days of such meeting.

Level IV. Grievances not settled at Level III of the grievance procedure may be appealed to arbitration by the Union by written notice of the request for arbitration, submitted to the Superintendent or to the Superintendent's designee within ten (10) working days of receipt of the Superintendent's answer in Level III.

Within five (5) working days of receipt of such request, representatives of the Employer and the Union shall attempt to select a mutually acceptable arbitrator. Failing to do so, they shall within ten (10) days of such arbitration request, jointly request the Public Employment Relations Board to submit a list of five (5) arbitrators. Within five (5) days after receipt of such list, the parties'

designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth remaining person shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the Arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator shall, within the scope of the arbitrator's authority, be final and binding upon the parties. Upon mutual agreement of the Employer and the Unit, grievances involving similar facts, issues and contract provisions shall be consolidated for hearing and determination. The Employer and the Unit will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

2.6 - The failure of any employee to appeal a grievance to the next level within the time limits specified above shall bar further appeal, provided, however, the failure of the Employer's specified representative to answer a grievance within applicable time limits shall constitute a denial and permit appeal to the next level, and provided further any such time limits may be extended by mutual agreement.

2.7 - All grievances at Level I, II, and III shall be presented, discussed and processed on employees' non-working time.

### ARTICLE III HOURS OF WORK

3.1 - Purpose - The purpose of this article is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work shall be made by the Employer and may be changed from time to time to meet changing needs.

3.2 - Work Week - The normal workweek for regular full-time employees shall be 35 to 40 hours work, excluding lunch periods, from Sunday through Saturday. The normal workweek for regular part-time employees shall be less than 35 hours, excluding lunch, depending on assignments.

3.3 - Work Schedule - All employees shall be assigned a regular schedule, which shall have a regular starting and quitting time. Work schedules showing the employee's work days and hours shall be determined by the employee's immediate supervisor and filed with the Superintendent each year.

3.4 - Lunch Period - Employees shall be provided a thirty-minute duty free lunch period without pay. However, it is understood, should emergency situations develop, regularly scheduled lunch periods may be temporarily changed.

## ARTICLE IV WAGES

### 4.1 - Rate

We agree to ~~ten cents~~ **forty-five cents (\$.45) per hour** increase to each step of the Pay Schedule for fiscal year **2015-2016**. (See Appendix "A" attached hereto).

4.2 - All personnel will receive paychecks twice monthly on days designated by the Board of Education.

4.3 - All personnel will receive time and one-half for overtime worked. Overtime shall include only work performed by the employee at the direction of the building principal or unit supervisor. Overtime shall be computed on an actual time basis, exclusive of the lunch hour, paid holidays, and paid leave days except professional days for hours worked beyond forty (40) per week. Overtime shall be paid at the rate of time and one-half of the employee's regular straight time hourly rate.

4.4 - Holiday and Sick Leave Pay - Employees will be compensated for holiday and paid sick leave at a rate which is commensurate with that of the normal work day.

4.5 - Probation - New employees shall serve a one hundred eighty (180) day probationary period.

4.6 - All employees who are sent to workshops on housekeeping procedures will have expenses paid with no loss of income for time spent.

4.7 - Employees will receive a minimum of 1 hour work time when called back to work.

4.8 - Employees called to work on a Saturday or Sunday will receive time and one-half regardless of how many hours have been worked during the week.

## ARTICLE V PAYROLL DEDUCTIONS

5.1 - Authorization - Any employee who is a member of the Union may sign and deliver to the Employer a written authorization for payroll deductions for Union dues, C.O.P.E. contributions, annuities, insurance programs, and savings bonds.

5.2 - Regular Deduction - After receiving a deduction authorization, the Employer shall deduct one twenty-fourth (1/24) of the annual Union dues from each paycheck.

5.3 - Other Deductions - Employees electing to have deductions made for annuities, insurance programs, C.O.P.E. contributions, or savings bonds must elect to do so by June 10th. Changes or additions also will be allowed during the first week of the second semester.

5.4 - Transmittal of Dues - The Board shall transmit to the Union the total monthly deduction for Union dues within ten (10) school days following the second regular pay period of each month.

5.5 - Hold Harmless Clause - The Union agrees to indemnify and hold harmless the Board, including each individual Board member, the superintendent and all administrators or, central office employees against any claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this article for dues deductions.

## ARTICLE VI HOLIDAYS

6.1 - Employees shall receive eleven (11) paid holidays: July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, President's Day, Good Friday, Memorial Day, and Easter Monday (only if not used as a school day).

6.2 - Overtime/Holidays - Those employees who are required to work on holidays will be compensated at the regular job rate for time worked in addition to their regular holiday pay.

## ARTICLE VII VACATIONS

7.1 - Regular full-time employees working 35 hours or more per week are entitled to vacation on the following schedule:

After 1 year -	Two weeks
After 5 years -	Two weeks, 1 day
After 6 years -	Two weeks, 2 days
After 7 years -	Two weeks, 3 days
After 8 years -	Two weeks, 4 days
After 9 years -	Three weeks
After 15 years	Three weeks, 1 day
After 16 years	Three weeks, 2 days
After 17 years	Three weeks, 3 days
After 18 years	Three weeks, 4 days
After 19 years	Four weeks

Paid vacation shall be prorated for part-time employees working between 20 and 34 hours per week.

7.2 - Approval - Employees eligible for vacation must seek approval from the immediate supervisor and/or Superintendent for the time period desired. Vacations must be coordinated with the workload for that position and must be taken in the work year following the year the vacation is earned. Vacation awarded on July 1 in any given year must be utilized prior to the start of the next contract year. (Example: Vacation awarded on July 1, 2011 must be utilized by June 30, 2012.) The Superintendent may grant exceptions to this deadline for good reason.

## ARTICLE VIII HEALTH AND SAFETY

~~8.1 - Physical Examinations - Employees will be reimbursed a maximum of \$75.00 for each physical examination required by the State of Iowa for continuing employment. The district, as a condition of continuing employment, may require at any time reasonable evidence of the ability to perform assigned~~

~~duties and freedom from communicable diseases. If the district requires medical examinations in addition to those required, or if the district requires an examination by a physician of its choice, the full cost of such examination(s) will be paid by the district.~~

8.2 - The district will provide custodial and mail delivery personnel with safety equipment when such equipment is required by law or the employer. Such equipment must be requisitioned through the employer and remains the property of the employer.

## ARTICLE IX LEAVES

9.1 - Sick Leave - All employees will be eligible for fifteen (15) regular workdays of sick leave per year accumulative to a maximum of 135 days. On July 1 of each year, sick leave will be converted to hours according to each individual's schedule. (If an employee has accumulated 50 sick leave days and the current contract is for 6 hours per day, the employee will have a total of 300 hours of sick leave for that year.) On June 30 of each year, the sick leave will then be converted back to days.

9.2 - Family Illness Leave - Employees shall be granted eight (8) days each year of family illness leave. Such leave shall be deducted from personal sick leave. Family illness leave is intended for the care of the employee's children, spouse, parents, or household members. An additional ten (10) days may be granted for catastrophic illnesses. Applications will be reviewed by a committee of three representatives (Service Employees International Union, Local 199-Custodians President or designee, Board President, and Superintendent). Each incident will be reviewed on its own merit and will not create past practice by the district.

9.3 - Funeral Leave - Funeral leave of five (5) days non-cumulative, shall be granted to personnel in case of the death of a member of one's immediate family or immediate household, and one (1) day's absence shall be granted in the case of a death of other relatives or close friends. Immediate family is defined as: spouse, child, brother or sister, step relatives, son- or daughter-in-law, parents, parent-in-law, sister- or brother-in-law, maternal and paternal grandparents, grandchildren, and any other member of the immediate household.



9.4 - Personal Leave - Three (3) days of non-cumulative leave will be provided annually for personal leave. It is understood and agreed that the purpose of the personal leave is to permit an employee to attend to business, which can only be accomplished during normal working hours.

Personal leave will not be granted immediately before or after vacation periods or during the first **(5) five** or last **weeks (10) ten student days** of school, except in the case of emergency. Exceptions to these restrictions may be granted by the superintendent for good reason. Forms for personal leave provided by the school district should be submitted to the Director of Support Services at least three days in advance of the day of the leave, if possible.

9.5 - Jury Duty - In the case of an employee being called to serve on jury duty, a written request shall be submitted to the supervisor with sufficient notice. In order that no employee shall suffer financial loss because of such absence, the difference between the normal salary and the compensation received for jury duty shall be paid.

9.6 - Good Cause Leave (Paid) - Employees may apply in writing to the Superintendent of Schools for up to two days of non-cumulative leave for good cause. If available, employees must first use personal leave before paid good cause leave will be granted.

9.7 - Good Cause Leave (Non Paid) - Other extended leave of absence without pay shall be granted in writing by the Superintendent for good cause.

## ARTICLE X TRANSFER PROCEDURES

10.1 - Definition - The movement of an employee to a different building, shift, or assignment shall be considered a transfer.

10.2 - Notification of Vacancies - A vacant assignment will only exist when there is an open position the employer determines to fill and to which no employee has recall rights as provided in Article X.

10.21 - Vacancies Posted - The employer shall post a notice of the vacancy in each building. The vacancy shall be posted for a period of five (5) school days before the position will be permanently filled.

10.22 - Filing Requests - Within five (5) days from the posting in 10.21, employees who desire a transfer must file a written request to the Director of Support Services.

10.23 - Full-time Custodian Openings - Employer will consider any current part-time employees from the bargaining unit who qualify for full-time custodian positions.

10.24 - Determination of Transfer - The employer shall select the most qualified person for the position. If all candidates applying for the same position are equal in qualifications, then the more senior, on staff, candidate shall be selected.

10.25 - Nothing in this agreement shall be construed as restricting the employer from exercising its right to fill vacancies, or to hire employees from outside the district.

## ARTICLE XI LAYOFF AND RECALL PROCEDURES

11.1 - Seniority - For the purpose of this article, seniority shall be defined as the number of years of continuous service as an employee per classification in this Unit.

11.11 - Seniority shall be computed commensurate with the portion of the regular full-time position the employee works.

11.12 - The employer shall provide the Unit with a copy of the seniority list annually.

11.2 - Layoffs - In the event the employer determines that employees must be laid off, those employees with the least seniority within each classification will be the first laid off. Employees will be classified as follows: full-time custodian, part-time custodian. Thirty (30) days notice will be given to those being laid off.

11.3 - Recall - The employer shall recall laid off employees in reverse order of layoff.

11.31 - The employer shall notify the laid off employee of recall by ordinary mail to the last address supplied by the employee.

11.32 - The laid off employee shall have seven (7) days to respond affirmatively to the recall notice.

11.33 - Failure to respond and resume work will result in termination of seniority and recall rights.

11.34 - Employees shall remain on the recall list for a period not to exceed one year from the effective date of the layoff.

11.4 - Exceptions - Probationary employees have no seniority rights and part-time employees have rights only to equivalent part-time positions.

## ARTICLE XII EVALUATION

The employer shall have the responsibility to establish evaluation criteria and the evaluation instrument to evaluate bargaining unit employees.

12.1 - The immediate supervisory staff shall continuously evaluate the services of the Unit staff and shall submit such evaluations in writing to the Superintendent of Schools.

12.2 - Within three weeks after the beginning of the school term, the immediate supervisory staff shall advise the Unit staff of the evaluation procedures and instrument to be used. No formal evaluation will take place until such orientation has been given. If an employee is employed to begin work after the start of the school term, the three weeks above will commence on the first day of employment.

12.3 - The evaluator will hold a conference with the employee to provide suggestions for improvement.

12.4 - The evaluator shall provide a written copy of the evaluation. If the employee disagrees with the written evaluation, the employee may submit a written reaction within five (5) school days of receipt of the written evaluation. The written reaction shall be attached to the file copy of the evaluation. Both parties must sign the evaluation and reaction.

## ARTICLE XIII INSURANCES

The Board agrees to make available to all full-time employees the following insurance protection. It is up to the individual employee to decide if he/she wishes to participate in the insurance program.

13.1 - Health and Major Medical - For all personnel hired before July 1, 2005, working 35 hours or more per week, the Board of Education shall provide full health and major medical insurance coverage (single policy) or pay 93% of the family coverage. The employee will pay 7% of the family policy and may elect to do so on a pretax basis under the district's Section 125 Plan.. The insurance coverage shall be equal to or similar to the coverage of the Alliance Select with deductibles of \$500 single and \$1,000 family and maximum out-of-pocket costs of \$1,000 single and \$2,000 family. Selection of carrier shall be matter of Board discretion.

~~Effective with the beginning of the 2013-2014 Plan Year (July 1, 2013) the following Preventive Care Enhancements will be added to the District's Insurance Program:~~

- ~~• In-network Colonoscopies regardless of diagnosis will be paid at 100%.~~
- ~~• One in-network preventive physical exam and one separate gynecological exam will be paid at 100%. (Limit of one preventive physical exam and one gynecological exam per member per benefit period.)~~
- ~~• All other coverage, deductibles and co-pays remain as currently defined the Wellmark Alliance Select Coverage Manual.~~
- ~~• During the 2014-2015 contract year only, the Board will reimburse employees 100% of the premium paid toward the Family Coverage on June 15, 2015.~~

New full-time hires, and anyone currently part-time (2004-2005) who becomes full-time, after July 1, 2005, will receive full single health insurance only.

Any employee working thirty (30) hours per week or more at the time of the signing of this Agreement, who the District offers to employ full-time prior to July 1, 2005, will receive full single insurance only and will be allowed to purchase the family insurance at their own expense.

For new, full-time hires after July 1, 2005, the Board of Directors shall provide fully paid single health insurance only. Coverage will be comparable to Alliance Select plan referenced above.

13.2 - Dental or Vision Insurance - Each full-time employee shall be covered by their choice of either a single dental or single vision insurance program paid for by the Board. Selection of the carrier shall be a matter of Board discretion.

13.3 - Life Insurance - Each employee shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit of \$15,000. Selection of carrier shall be a matter of Board discretion.

13.4 - District will provide Long Term Disability Insurance for permanent employees who work a minimum of 20 hours per week.

#### ARTICLE XIV COMPLIANCE AND DURATION

14.1 - Complete Agreement - This Agreement constitutes the entire agreement between the parties hereto and any modifications of this Agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. Modifications shall include changes that affect leave status or a non-monetary (non-cost) benefit negotiated with all other groups during the life of this contract.

The district shall provide each employee with a copy of the master contract. The Unit shall be given ten (10) additional copies.

14.2 - Duration - **This Agreement shall be in effect for one year, from July 1, 2015, and continue in full force and effect until June 30, 2016,** provided, however, that this Agreement shall continue in effect for like periods thereafter unless either party gives the other party written notice no later than the September 15th immediately preceding such expiration date of its desire to terminate or modify this Agreement.

In witness thereof the parties have caused this Agreement to be signed.

MAQUOKETA COMMUNITY SCHOOL DISTRICT

By   
Mike Hayward, Board President

7/20/15  
Date

MAQUOKETA SERVICE EMPLOYEE INTERNATIONAL UNION, LOCAL 199-  
CUSTODIANS

By   
Brad Bickford, President

6/8/15  
Date

By   
Audie Schmidt, SEIU Local 199 Representative

6/23/2015  
Date

By   
Cathy Glasson, President SEIU Local 199

6-23-15  
Date

**Reopening of Negotiations:**

~~The scope of bargaining during the 2013-14 contract year will be limited to issues related to the Affordable Care Act impacting the 2014-15 Negotiated Contract. All other settlement conditions to remain status quo.~~

Approved by the Board on **May 18, 2015.**

Chris Hoover, Superintendent of Schools

Brad Bickford, Service Employees International Union, Local 199-Custodians Representative

Appendix A  
SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 199-CUSTODIANS  
PAY SCHEDULE

2015 - 2016

Custodians

<u>Hire</u> \$13.85/hr	<u>After 180 days</u> \$14.35/hr	<u>2-3 yrs</u> \$14.95/hr	<u>4 yrs &amp; above</u> \$15.25/hr
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