
AGREEMENT

between

Local 199, Service Employees International Union

and the

Cedar Rapids Community School District

Cedar Rapids, Iowa .

July 1, 2017 through June 30, 2018
(2017-2018)

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**ARTICLE I
RECOGNITION AND DEFINITIONS**

The Board of Directors of the Cedar Rapids Community School District (hereinafter called "Board" or "school district") hereby recognize Local 199 of the Service Employees International Union (hereinafter called "Union") as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case #4777) issued by the Public Employees Relations Board on September 22, 1992. This shall include all such personnel on an authorized leave of absence, but shall not include any position which is supervisory or administrative in nature.

The bargaining unit described above includes all maintenance, custodians, engineers, press operators and grounds personnel, security officers, utility pesticide applicators, distribution specialists, and mechanics employed by the Board. The bargaining unit described above does not include part-time bus drivers, temporary employees, administrative assistants, directors and their assistants, coordinators and their assistants, and all other persons excluded by Section 4 of the Public Employees Relations Act.

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

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

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

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

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

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

**ARTICLE III
BASIC COMPENSATION**

A. RATES OF PAY

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

B. METHOD OF PAYMENT

Pay days shall be established by the payroll department prior to the beginning of each work year. Normally, pay days shall be every other Friday, except when such Friday falls on a holiday, in which case the pay day shall be on the last previous working day.

C. REASSIGNMENT

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

**ARTICLE IV
OVERTIME**

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

**ARTICLE V
ADJUSTED SCHEDULES**

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

Adjustments must be made within the regular work week.

Third shift shall start at 10:30 p.m. and end at 7:00 a.m. Premium pay shall be granted for three (3) or more hours worked between the hours of 10:30 p.m. and 7:00 a.m.

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

The District shall meet with the union officers no later than May first (5-1) to discuss summer hours.

**ARTICLE VI
LEAVES OF ABSENCE**

A. PERSONAL ILLNESS OR DISABILITY

All employees shall be granted leave without loss of salary as follows:

At the beginning of employment	10 days (pro-rated)
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth year of employment	15 days
and each subsequent year	

Personal illness or disability leave shall be pro-rated, depending on the number of hours per day the employee works. Personal illness or disability leave may be accumulated to a maximum of one hundred ninety (190) days for 10-month employees, two hundred ten (210) days for 11-month employees and two hundred thirty (230) days for 12-month employees. Personal illness or disability leave pay shall be approved by the responsible administrator after submission in the time clock. A request may be made for a certificate from a medical doctor from those individuals who are absent from their duties because of illness or from those who are absent for an extended period of time. Employees shall be able to use this time in hourly increments.

The school district may grant a leave of absence without pay if an employee has exhausted all accumulated personal illness or disability leave and continues to be ill.

B. ILLNESS IN THE FAMILY

In the event of illness in the immediate family an employee may be granted up to three (3) days of absence without loss of salary or deduction from personal illness or disability leave. Unused leave shall be cumulative to a maximum of nine (9) days. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, grandchild (must be a legal dependent of employee), mother-in-law, or father-in-law.

The granting of this leave is subject to the approval of the responsible administrator. The school district may require a doctor's certificate as proof of illness or another person's statement acceptable to the responsible administrator. The granting or withholding of such leave shall not be precedential.

The responsible administrator may allow (in their discretion) the use of an employees' personal illness for the illness in the family if the employee has exhausted all family leave days.

The illness of some other person may warrant the same treatment as listed for one of the above categories. Such cases will be considered on an individual basis.

Up to ten (10) days of accumulated personal illness leave may be requested for the birth or adoption of a child as paternity leave with supervisory approval.

C. BEREAVEMENT

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

In the event of death in the immediate family, an employee shall be granted five (5) days leave of absence at the time of such death. The leave granted shall be without loss of salary or deduction from personal illness or disability leave, but it shall not be cumulative.

The immediate family shall mean father, mother, son, daughter, husband, wife, significant other (an affidavit of domestic partnership must be on file with the school district), brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparents. In case of death of other relatives, one (1) day of absence with full pay shall be granted. Other relatives shall be construed to mean sister-in-law, brother-in-law, aunt or uncle.

The death of some other person may warrant the same treatment as listed for one of the above categories. Such cases will be considered on an individual basis.

The amount of leave allowed under this provision is subject to the discretion of the responsible administrator and the granting or withholding of such leave shall not be precedential.

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

If out of state travel is required in order to attend services the district shall allow employees two (2) additional days (unreimbursed or other leave) for travel. One day for each way.

D. EMERGENCY

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

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

The written request, submitted in advance to the employee's responsible administrator, shall state the reason for the proposed leave. If the nature of the situation makes it

impossible to submit a written request in advance, an oral request shall be submitted and then confirmed in writing within one (1) day after returning to work.

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

E. PERSONAL LEAVE

It is recognized that certain personal matters cannot be cared for after school hours, on weekends, or during vacation periods. Each employee shall be allowed one (1) day personal leave, the scheduling of which shall be subject to the approval of the responsible administrator. However, such requirement of scheduling approval shall not be construed as to preclude the employee from using the personal leave day during the contract year. Such leave shall not be deducted from regular sick leave, and if unused at the end of the fiscal year, shall accumulate to a maximum of two (2) days. If unused after the two day maximum, it shall accumulate as a day of sick leave.

F. JURY DUTY

If an employee is called for jury duty, s/he shall continue to receive full salary compensation less the amount of money paid to her/him for such service. Application for leave for jury duty should be made to the Superintendent or designee. When a juror is not required to do full-time jury service, s/he is expected to report for regular work.

G. INSERVICE COURSES

On the prior approval of the Superintendent or designee, employees covered by this contract will be reimbursed an amount equal to one-half of the course fee on the satisfactory completion of in-service courses offered by accredited educational institutions. Employee shall not be charged leave for the time needed to attend the in-service course provided they have been given prior supervisory approval to attend. Professional development days shall be available for employees to utilize for this purpose. Courses needed for licensure as required for specific jobs are not covered by this provision.

H. ORGANIZATIONAL

The school district shall grant a leave of absence without loss of pay to an employee for the purpose of attending local, state, or national union meetings. In no event shall the total number of days granted hereunder exceed fifteen (15) days. However, Union officers may be granted additional unpaid leave of absence as deemed appropriate by the Superintendent or designee. This leave may not be used for political purposes.

I. MILITARY

Military leave shall be granted in accordance with applicable law. Employees who are subject to state or federal military reserve duty shall make every reasonable effort to arrange for reserve military training when school is not in session.

J. GENERAL LEAVE

An employee may apply for a general leave of absence without pay or benefits. A leave of absence may be granted for reasons deemed appropriate by the Superintendent or designee.

K. PRO RATA FOR PART-TIME EMPLOYEES

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

**ARTICLE VII
VACATIONS**

Earned vacation periods shall be determined as of July 1 of each year, and shall be used during the ensuing year. Part-time employees shall receive vacation based upon their normal work week. Employees who normally work less than twelve (12) months shall receive a vacation period reduced pro rata (e.g., a nine-month employee shall receive three-fourths of the designated vacation period). The following schedule shall be used to determine vacation earned:

<u>Years of Service Completed</u> <u>As of July 1</u>	<u>Vacation Period</u>
28 years or over	6 weeks
21 years or over	5 weeks
14 years or over	4 weeks
7 years or over	3 weeks
1 year or over	2 weeks
Less than one year	Pro rata

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

Vacation shall be earned from the first day of employment. Upon leaving the employment of the District, the employee shall be paid her/his earned, but unused vacation.

**ARTICLE VIII
HOLIDAYS**

Employees shall be granted the following holidays with pay.

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

If the holiday falls on Saturday, time off with pay shall be granted on the preceding Friday. If the holiday falls on Sunday, time off with pay shall be granted on the following Monday. Notwithstanding any other Provision of this Article, if any holiday shall fall on a day when students

are present, the school district may designate an alternate date on which such holiday shall be observed by giving thirty (30) calendar days' notice thereof.

An employee may take the work day prior to or subsequent to the holiday with loss of pay on the work day, but with pay on the holiday, provided s/he has received the approval of the responsible administrator. This approval must be requested at least four (4) calendar days prior to the holiday. Unexcused absences before or after a holiday shall cause a forfeiture of pay for both the day of the unexcused absence and the holiday.

ARTICLE IX SUBSTITUTION

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

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

ARTICLE X SENIORITY RIGHTS

A. DEFINITION

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

B. PROBATION

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

C. BREAKS IN SERVICE

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

D. SENIORITY LIST

The employer shall maintain a seniority list of all employees posted on the district website for availability to employees. A hard copy shall be provided to the union officers prior to bidding. The seniority list shall have two divisions: full-time employees and part-time employees. Employees on the full-time list shall be considered more senior than employees on the part-time list. An employee who bids from the part-time list to the full-

time list shall receive a new seniority date and shall be placed at the bottom of the list. The employer will on a semi-annual basis provide the Union with a list of all quits and hires. This list of all quits and hires shall be provided on or about October 1st and on or about May 1st.

**ARTICLE XI
ANNUAL INSERVICE MEETING**

An annual meeting shall be held for the purpose of employee in-service. Such meeting shall be held during a working day as mutually agreed upon by the Union and the school district. All classifications will be invited.

**ARTICLE XII
HEALTH PROVISIONS**

A. PHYSICAL EXAMINATIONS

Upon notice by the District, employees shall be required to have a triennial physical examination which shall include a basic tuberculin test. After notice is given by the District, employees shall have up to ninety (90) calendar days to comply.

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

**ARTICLE XIII
GRIEVANCE PROCEDURE**

A. DEFINITIONS

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

B. PROCEDURES

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

Step 2 If the grievance cannot be resolved informally, the grievant may file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the employee's immediate supervisor. The grievant shall present to the immediate supervisor a written copy of the grievance within ten (10) days of the date of occurrence of the alleged violation. The immediate supervisor shall make a

decision on the grievance and communicate it in writing to the employee within ten (10) days after receipt of the grievance.

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

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

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

C. REPRESENTATION

The grievant shall be present at all meetings, and at the option of the grievant, may be represented at such meetings by a representative of the Union. When an employee is not represented by the Union, the Union shall have the right to be present at all levels,

and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

**ARTICLE XIV
MANAGEMENT RIGHTS CLAUSE**

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

**ARTICLE XV
SAFETY**

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

**ARTICLE XVI
MISCELLANEOUS**

A. PROBATION

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

B. PROMOTION

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

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

B. TERM

This agreement will remain in full force and effect from July 1, 2017 through June 30, 2018.

C. SIGNATURE CLAUSES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereof, all in July, 2017.

SEIU LOCAL 199
6 Hawkeye Dr., Suite 103
North Liberty, IA 52317

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT
2500 Edgewood Rd. N.W.
Cedar Rapids, Iowa 52405

By _____
Tom Roth

By _____
John Lavery, Board President

By _____
Devin Mehaffey

By _____
Brad Buck, Superintendent

By _____
Cathy Glasson, President
SEIU, Local 199

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Cedar Rapids, Iowa
Schedule A
Custodial and Maintenance
2017 - 2018

Step	A	B	C	D	E	F	G
1	16.19						
2	17.48	17.87	18.39	19.13	20.08	21.42	22.49
A	Custodian II (2)			E	Engineer, Middle School Engineer, High School Second Shift Grounds Maintenance I Engineer Metro		
B	Custodian I Security Officer				Mechanic Auto Mechanic Distribution Specialist I		
C	Grounds Maintenance II Custodian I, Leadman (2) Press Operator			F	Mechanic, Senior Engineer, High School Auto Mechanic, Senior Electrical Technician		
D	Engineer, Middle School Second Shift Engineer, Elementary Engineer, Ancillary Buildings Vehicle Maintenance Distribution Specialist II Utility, Pesticide Applicator I			G	Auto Mechanic, Chief Mechanic, Chief Grounds Foreman, Chief		

The following longevity differentials shall be paid.

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

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

**SCHEDULE B
BUILDING DESCRIPTIONS**

Ancillary Buildings

ELS
Stadium

Middle Schools

Franklin Roosevelt
Harding Taft
McKinley Wilson

Senior High Schools

Jefferson
Kennedy
Metro
Washington

Elementary Buildings

Arthur	Harrison	Nixon
Cleveland	Hiawatha	Pierce
Coolidge	Hoover	Taylor
Erskine	Jackson	Truman
Garfield	Johnson	Van Buren
Gibson	Kenwood	Wright
Grant	Madison	
Grant Wood	Monroe	