
AGREEMENT

between

**SEIU, Local 199
Educational Office Professionals**

and the

Cedar Rapids Community School District

Cedar Rapids, Iowa

2017-2018

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**ARTICLE I
RECOGNITION AND DEFINITIONS**

A. UNIT

The Cedar Rapids Community School District hereby recognizes Service Employees International Union, Local 199, as the certified exclusive bargaining representative for all personnel employed by the school district as set forth in the PERB certification instrument (Case #5317) issued by the PERB on June 6, 1995. 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 unit described in the above certification is as follows:

INCLUDED: All secretarial and clerical employees of the Cedar Rapids Community School District except those specifically excluded below.

EXCLUDED: Confidential Secretaries, Teacher Associates, and all other persons excluded in Section 20.4 "Exclusions," the Code of Iowa.

B. DEFINITIONS

1. The term, "school district," as used in this Agreement, shall mean the Cedar Rapids Community Schools, in the County of Linn, State of Iowa, its Board of Directors or its duly authorized representatives.
2. The term, "Union," as used in this Agreement, shall mean the Service Employees International Union, Local 199 or its duly authorized representatives.
3. The term, "employee," as used in this Agreement, shall mean all persons described in the bargaining unit as set forth in Section A of this Article.
4. The term, "regular full-time employee," as used in this Agreement, shall mean all persons in the bargaining unit who work thirty (30) or more hours per week and at least nine (9) months per year.
5. The term, "regular part-time employee," as used in this Agreement, shall mean all persons who regularly work less than thirty (30) hours per week and at least nine (9) months per year.
6. The term "probationary employee," as used in this Agreement shall mean all persons who have worked three (3) months or less from the last date of hire as a secretarial-clerical employee.
7. The term "step," as used in this Agreement shall refer to the vertical placement on Schedule A.
8. The term "classification," as used in this Agreement shall refer to the positions listed on Salary Schedule A.

**ARTICLE II
WORK DAY AND WORK WEEK**

A. **WORKDAY**

The "regular work day" shall consist of eight (8) hours, exclusive of lunch.

The specific work hours for each employee may vary according to the needs of the school district. The hours shall be designated by the responsible administrator.

Except in cases of emergency the school district shall provide employees with a thirty (30) minute duty free lunch period and a fifteen (15) minute break in the middle of each four (4) hour block of scheduled work time.

B. **WORK WEEK**

The "regular work week" shall consist of five (5) eight-hour days, Monday through Friday.

All employees shall perform services on those days as determined by the District to be work days, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

C. **INCLEMENT WEATHER**

In the event school dismisses early or if school is cancelled after a late start has been called as a result of inclement weather or any other emergency, secretaries shall be dismissed as soon as determined appropriate by the appropriate supervisor or designee and they shall be compensated for their full normal daily hours.

**ARTICLE III
BASIC COMPENSATION**

A. **RATES OF PAY**

The rates of pay reflected in the appropriate Schedule A, attached hereto, shall be a part of this Agreement.

B. **PAY INCREASES**

New Employees hired into the bargaining unit will be paid according to the starting wage in Schedule A. The Working Wage will be paid on July 1 for those hired before February 1 of the school year (July 1 through June 30). For those hired on or after February 1 during the school year, the working wage will begin July 1 of the following year. Employees who currently earn the working wage who transfer within the bargaining unit will be paid the working wage in the new pay category. Employees who transfer within the starting wage period will continue to receive the starting wage in the new pay category until the working wage is due according to the original hire date.

C. **HIRING AND PLACEMENT OF EMPLOYEES**

All new hires will start on step one (I). When an employee is eligible for a different salary placement as a result of a change of position, the new salary shall be determined by moving laterally to the proper salary column at the same step. All new employees shall serve a three (3) month probationary period.

D. 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.

**ARTICLE IV
OVERTIME**

Time and one-half shall be paid for all hours in excess of forty (40) paid time hours in one regular work week. Employees may flex their hours within the same work week when duties extend beyond the regular work day. Employees will work with the administrator to schedule the flex hours.

Double time shall be paid for all work performed on a Sunday or a holiday as designated in Article VII. This shall be in addition to any regular holiday pay.

No overtime work shall be performed without the prior approval of the responsible administrator.

**ARTICLE V
WORKERS COMPENSATION**

If an employee qualifies for workers compensation benefits, and the employee elects to have the school district supplement the benefits, the following procedures shall apply:

1. The school district shall pay the employee the employee's regular rate of pay for the number of days the employee has accumulated as sick leave.
2. The employee shall endorse and assign the workers compensation payments to the school district for that period of time.
3. One (1) day of accumulated sick leave shall be deducted for each day of absence.
4. The employee shall retain the workers compensation payments for periods of time following exhaustion of accumulated sick leave.

If an employee qualifies for workers compensation benefits, and the employee elects not to have the school district supplement the benefits, the employee shall retain the workers compensation benefits and the school district shall deduct from the employee's accumulated sick leave an amount of time proportionate to the amount of workers compensation payments made to the employee.

The employee shall notify the school district of his/her option within three (3) days of receipt of the school district's notice to make such option. Failure to report within such time limits shall be treated as an election not to have the District supplement the benefits.

**ARTICLE VI
LEAVES OF ABSENCE**

A. ILLNESS/DISABILITY BANK

Employees shall be granted leave without loss of salary as follows:

At the beginning of employment	13 days (prorated)
The second year of employment	14 days
The third year of employment	15 days
The fourth year of employment	16 days
The fifth year of employment	17 days
The sixth year of employment and each subsequent year	18 days

Illness or disability leave may be used for personal illness or immediate family illness. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, grandchild, mother-in-law, father-in-law, daughter-in-law or son-in-law. The Illness Bank will accumulate to a maximum of one hundred eighty (180) days for 9-month employees, 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. Illness leave pay shall be approved by the responsible administrator. A request may be made for a certificate from a medical doctor from those individuals who are frequently absent from their duties because of personal or family illness or from those who are absent for an extended period of time.

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

The illness of some other person may warrant the same treatment as the immediate family. Such cases will be considered on an individual basis.

B. BEREAVEMENT

In the event of the death of an employee's spouse, the employee shall be granted a leave of absence of at least ten (10) days at the time of such death. Such leave may be used within 12 months at the discretion of the employee.

In the event of death in the immediate family, an employee shall be granted a leave of absence not to exceed five (5) days, 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, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather or grandchild.

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 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.

C. EMERGENCY

Emergency leave has been included in the PTO bank according to Article VIII PTO.

D. PERSONAL LEAVE

Personal leave has been included in the PTO bank according to Article VIII PTO.

E. RELIGIOUS OBSERVANCE

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar may be excused by the responsible administrator without loss of salary.

F. JURYDUTY

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

G. UNION LEAVE

The school district shall grant a leave of absence without loss of pay to an employee(s) for the purpose of attending chapter, state or national union meetings. Evidence of Union approval shall be submitted to the District. In no event shall the total number of days granted hereunder exceed fifteen (15) days. The school district shall grant a leave of absence without loss of pay to an employee(s) for the purpose of attending chapter meetings but these meetings shall not accumulate to more than five (5) of the fifteen (15) allotted Union Leave days. This leave may not be used for political purposes.

H. PROFESSIONAL

An employee shall be eligible for professional leave to attend conferences and workshops.

I. GENERAL LEAVE

An employee may apply for a general leave of absence without pay or benefits. A leave of absence may be granted for the adoption of a child, child rearing, education, health, family illness, travel or other reasons deemed appropriate by the Superintendent or designee. Upon return to service the employee shall be assigned to an equivalent position for which she/he is qualified. If there is no vacant position, the assignment shall be in the District's discretion.

J. PRORATA

When leaves are authorized with pay, employees who work less than forty (40) hours per week shall be compensated at their regular rate based upon their normal work day.

K. FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act of 1993 is a United States labor law allowing an employee to take unpaid leave due to a serious health condition that makes the employee unable to perform her/his job or to care for a sick family member or to care for a new son or daughter (including by birth, adoption or foster care). Information can be found at www.dol.gov/esa/whd/fmla.

**ARTICLE VII
HOLIDAYS**

Employees shall be granted the following holidays with pay.

- | | |
|--|--|
| Labor Day
Veterans Day*
Thanksgiving Day and Friday
following Thanksgiving Day
Christmas Day | New Year’s Day
President’s Day*
Good Friday*
Memorial Day
Fourth of July (12 month employees only) |
|--|--|

*These holidays in the work calendar may fall on days other than the actual date of the holiday. This shall be determined by the district's school calendar.

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 Section, 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.

A PTO request must be submitted to the responsible administrator at least four (4) calendar days prior to the holiday. Any unexcused absence on a day before or after a holiday, shall cause a forfeiture of pay for both the day of the unexcused absence and the holiday.

Employees shall be excused thirty (30) minutes early on the last working day immediately preceding New Year's Eve and on the last working day immediately preceding Christmas Day, provided that his/her services are not required as determined by the responsible administrator. In no instance shall employees be excused prior to the dismissal of students.

**ARTICLE VIII
PAID TIME OFF**

Paid Time Off will be accrued using the chart below in a PTO bank that combines vacation, personal leave, and emergency leave.

Eleven, ten, and nine month employees shall use PTO during winter and spring breaks or when students are not in attendance except that employees shall be allowed to take vacation during the regular year with the approval of the administrator.

New employees to the bargaining unit will receive 6 PTO days if hired prior to February 1st and 3 PTO days if hired on or after February 1st. The employee will begin accruing PTO that will be available to the employee on July 1st. The following chart of PTO will be available after a full year of completed service based on months worked. Employees who work a portion of the year will receive prorated PTO.

Employee Group	1st Year	2nd Year	5th Year	10th Year	15th Year
Twelve Month Secretaries	8	13	18	23	28
Eleven Month Secretaries	8	13	18	23	23
Ten Month Secretaries	8	13	18	18	18
Nine Month Secretaries	8	13	13	13	13

Current employees with accumulated PTO/vacation exceeding the chart values will not lose any PTO. Employees may roll-over 5 days of PTO at the end of the year. Employees may take the rolled over days as vacation but will not receive PTO cash payout if an employee retires or quits. An employee who quits or retires must use all days (as paid time off) that have been rolled over or forfeit the days. The first PTO days used during the school year will fulfill the requirement.

**ARTICLE IX
HEALTH PROVISIONS**

A. PHYSICAL EXAMINATIONS

Employees may be required to undergo a pre-employment physical. The cost of this physical examination shall be borne by the recommended candidate.

B. SAFETY

The Union shall have the right to appoint a representative to the District Safety Committee in order to bring to the Committee's attention any circumstances or conditions known to the Union which could result in unsafe or hazardous working conditions for employees. Such circumstances or conditions shall be reviewed as soon as practicable by the Safety Committee.

**ARTICLE X
SENIORITY**

A. DEFINITION

Except as it may be modified by Section D, of this Article, the term "seniority" shall mean an employee's continuous length of service in the District as a secretarial-clerical employee. If two (2) or more employees have the same seniority, the relative order of seniority among them for purposes of this Agreement shall be determined by drawing of lots. A representative of the Union shall be offered the opportunity to be present at the drawing.

B. SENIORITY CALCULATION

Employees shall receive seniority based on the following formula:

$$\text{Hours of service} \times \text{days of service} \div 8 = \text{Number of days of seniority.}$$

Two hundred sixty days (260) shall comprise one year of seniority.

C. PROBATION

Upon completion of the probationary period, as defined in Article I, an employee shall be placed on the seniority list with seniority determined from the last date of hire as a secretarial-clerical employee.

D. BREAKS IN SERVICE

An employee's seniority shall be broken by voluntary resignation, discharge, retirement or a continuous period of lay off in excess of eighteen (18) calendar months. An employee's seniority ceases to accumulate by a reduction in force. If an employee who is laid off returns to work within eighteen (18) calendar months, 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, or if an employee takes a general leave of absence, the employee's accumulated seniority shall be frozen. When an employee returns to a position in this bargaining unit she/he shall receive credit for seniority previously earned as a member of the bargaining unit.

E. SENIORITY LIST

A seniority list will be maintained according to the conditions and formula provided in this Article. The list shall include years and days of service based on Section B, the last date of hire as a secretarial-clerical employee, and the employee's name and job classification as defined in Schedule A. In September of each year the District shall furnish the Union a copy of the seniority list. In May, the District shall furnish the Union a copy of all separations and hires.

The Union shall certify the list is correct, and if differences occur, the list shall be corrected according to district records available. It is also agreed that time spent as a teacher aide or associate, when teacher aides and associates were covered by this unit (January 1, 1967 through June 30, 1974) shall be used in determining the employee's seniority.

**ARTICLE XI
GRIEVANCEPROCEDURE**

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: 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

Level 1: Principal or immediate supervisor (Informal). An employee with a grievance shall first discuss the grievance with the principal or immediate supervisor, with the object of resolving the matter informally.

Level 2: Principal or immediate supervisor (Formal). If the grievance cannot be resolved informally, the grievant may file the grievance in writing, with the building principal or immediate supervisor. The written grievance shall state the nature of the grievance, the specific provisions of the Agreement allegedly violated, and the relief requested. The filing of the formal, written grievance at level two must be within twenty (20) days from the date of occurrence of the event giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence. The building principal or immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Union within ten (10) days after receipt of the grievance, provided at the request of the building principal or immediate supervisor, a meeting shall be held with the grievant to discuss such grievance, in which event the building principal or immediate supervisor shall have additional time to respond. Such additional time shall not exceed fifteen (15) days from receipt of the grievance or ten (10) days from the date of the meeting, if held, whichever shall be the lesser.

Level 3: In the event a grievance has not been satisfactorily resolved at the second level, the grievant may file, within ten (10) days of the principal's or immediate supervisor's written decision at the second level, a copy of the grievance with the Executive Director of Human Resources or designee. Within seven (7) days after such written grievance is filed, the grievant and the Executive Director of Human Resources or designee shall meet to consider the grievance. The Executive Director of Human Resources or designee shall file an answer within ten (10) days of such meeting and communicate it in writing to the employee and the Union.

Level 4: If the grievance is not resolved satisfactorily at level three, 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 Executive Director of Human Resources or designee within thirty (30) days from receipt of the level three 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 Public Employment Relations Board shall be requested to provide a panel of at least five (5) arbitrators, from which a selection shall be made in accordance with these practices: The Union shall request a list of five (5) arbitrators from the Public Employment Relations Board. The arbitrator shall be selected by the two parties using an alternating strike-through process, with the first strike-through determined by a coin toss and repeating the process until one arbitrator remains.

The costs 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) unless mutually extended by both the District and the Union. The arbitrator, in his/her decision, 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, and his/her decision must be based solely and only upon his/her 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. GROUP GRIEVANCE

If a grievance involves a group of employees, who do not have a supervisor in common, the grievance shall be submitted in writing by the Union to the appropriate administrator at level two. The filing of a group grievance must be within thirty (30) days from the date of the occurrence of the event giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence.

D. REPRESENTATION

The grievant(s) shall be present at all meetings, and at the option of the grievant(s) 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.

E. MISCELLANEOUS

All records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.

All meetings and hearings under this procedure shall be conducted in private. When it is required for a grievant or a Union representative to meet regarding a grievance during the work day, to participate in any meetings or hearings hereunder, said grievant and representative shall be released without loss of compensation.

Any investigation or the processing of any grievance shall be conducted so as to result in a minimum of interference with or interruption of the work activities of the grieving employee, provided the foregoing shall not be applicable to any grievance meeting called pursuant to Section B of this Article or to any other grievance-related activity prescribed by the school district.

Failure to file a grievance within the stipulated time or failure to appeal the grievance from one level to another within the stipulated period therein shall constitute a waiver of the grievance. Failure of the responsible administrator to render a decision within the stipulated time shall constitute a denial and permit appeal to the next level.

If the Union or any employee files any grievance or complaint in any form other than under the grievance procedure of this Agreement, then the school district shall not be required to process the same claim or sets of facts through the grievance procedure.

**ARTICLE XII
MISCELLANEOUS**

A. PRINTING AGREEMENT

Copies of the Agreement shall be proofread by the parties and be printed at the expense of the District, and one (1) copy shall be distributed to each newly hired employee. The union designee will be notified of new hires, transfers within the group, and employees leaving the District within ten (10) days of the said event.

B. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by fax, e-mail or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Union, to school district at: The Office of Human Resources
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405

2. If by school district, to Union at: SEIU, Local 199
6 Hawkeye Drive, Suite 103
North Liberty, Iowa 52317

C. An employee has the right to have a Union representative present in a meeting with a supervisor when the employee reasonably believes that discipline may result from the meeting.

**ARTICLE XIII
COMPLIANCE CLAUSES AND DURATION**

A. SEVERABILITY

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

B. FINALITY

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school district and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referenced or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

C. TERM

This Agreement shall be effective as of July 1, 2017 and shall continue in effect through June 30, 2018.

D. SIGNATURE CLAUSES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereon.

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 199**

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By _____
Chapter Salary Committee

By _____
President, Board of Directors

By _____
SEIU, Local 199

By _____
Superintendent

By _____
SEIU, Local 199

**SCHEDULE A
SECRETARIAL-CLERICAL EMPLOYEES
2017-2018**

	A	B	D	E	F
Starting Wage	\$13.64	\$13.91	\$14.31	\$14.64	\$15.06
Working Wage	\$13.97	\$14.25	\$14.66	\$14.99	\$15.42

A	Mail Distribution Clerk Clerk-Typist	B.	Attendance Secretary Media Secretary
D.	Health Secretary Accounting Clerk II Transportation Clerks	E.	Activities Secretary Counselor Secretary Associate Principal Secretary
F.	Principal's Secretary ELS Secretary Bookkeeper Accounting Clerk I		

The following longevity differential shall be paid:

<u>Years of Service Completed as of July 1 of the contract year</u>	<u>Hourly Differential from Rates in Schedule A</u>
5 or more years of service	40¢
10 or more years of service	70¢
15 or more years of service	80¢
20 or more years of service	85¢
25 or more years of service	90¢
30 or more years of service	95¢