

# COMPREHENSIVE AGREEMENT

between the

Des Moines Independent  
Community School District

And

Local 2048  
American Federation of State, County  
and Municipal Employees Council 61,  
AFL-CIO

"OPERATIONAL"

**July 1, 2020 – June 30, 2023**

Des Moines, Iowa



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## **PREAMBLE**

The Des Moines Independent Community School District, No. 77-1737, in the counties of Polk and Warren, State of Iowa, hereinafter referred to as the Employer, and the Local 2048-American Federation of State, County, and Municipal Employees, (AFL- CIO), hereinafter referred to as the Union, agree as follows:

## **ARTICLE 1 – RECOGNITION**

The Des Moines Independent Community School District is recognized as a public employer governed by the Board or Directors. The Local 2048, American Federation of State, County and Municipal Employees, AFL-CIO, as determined and ordered by the Public Employment Relations Board, is recognized as the sole and exclusive bargaining agent for the purpose of negotiating for and representing regular full time and regular part time, hereinafter named, employees of the employer, including all:

### **Transportation Department:**

Transportation Mechanics which includes: Service Mechanic and Mechanic Assistant; Transportation Drivers which includes: Class 3-full time lead driver, Class 2-full time (12 month) assigned route, Class 2-full time academic and Class 1-part time; and Bus Associates, Special Education which includes: Full time (12 month), Full time (academic) and part time; and Dispatchers.

### **Operations Department:**

Operation Engineer, Chief (class 1 through 9); Operations Engineer, 1<sup>st</sup> Assistant (class 6 through 9); Operations Engineer, 2<sup>nd</sup> Assistant (class 6 through 8); Operations Pool (class 0 through 5); Elevator Operator (class 2-Freight); Preventative Maintenance Engineer; stationary Engineer (class 1-4); Stationary Engineer, Assistant; Security, which includes: Lead Security, class 1 through 4 and Security/Utility Pool; Technicians and Repairmen which includes: Lead Technician, Tech 1, Tech 2, Telecommunications installer, and Equipment Processor; Central Stores (class 1 through 3); Media Services (class 2).

### **Food Service Department:**

Head Cook (class 1 through 4); Head Baker (class 1 through 4); CNC Lead Worker; CNC Nutrition Assistant; Coordinator (Bake-off Kitchen); Head Salad; Second Cook; Second Baker; Satellite Coordinator; Clerk; Floating Clerk; General Worker; Floating General Worker; Substitute Worker; Site Supervisor; Site Assistant; Drivers, Part Time; Drivers, Substitute; and Warehouse Workers (class 1 through 3).

### **EXCLUDED:**

Supervisory, confidential, all employees in other certified bargaining units and all employees excluded by Iowa Code section 20.4.

## **ARTICLE 2 – DEFINITIONS**

- A. The term “regular full time employee” shall mean all employees hired into a full time position covered under the bargaining unit as defined and certified by the Public Employees Relations Board who regularly work 30 hours or more per week for the Employer and at least 9 months per year.
- B. The term “regular part time employee” shall mean all employees hired into a part time position covered under the bargaining unit as defined and certified by the Public Employees Relations Board who regularly work less than 30 hours for the Employer and at least 9 months per year.
- C. "Promotion" shall mean the assignment of an employee to a higher paying position.
- D. "Demotion" shall mean assignment of an employee to a lower paying position.
- E. The term "layover time" shall mean any time outside of regular work hours during an activity trip when the bus is secured, the driver has no responsibility to oversee students on the bus, and the driver is primarily responsible for monitoring the security of the bus.
- F. For the purpose of the Agreement, the bargaining unit shall be comprised of the transportation department, operations department, and food service department. Job categories shall be designated as jobs within a department and will be identified below by capitalized letters. Job classifications shall be designated within some job categories and shall be identified below by small case letters:

# **AFSCME CONTRACT COVERED BARGAINING UNIT POSITIONS**

## **TRANSPORTATION DEPARTMENT**

TRANSPORTATION MECHANICS: Service Mechanic, Mechanic Assistant

TRANSPORTATION DRIVERS:

- Class 3 – Full-time Lead Driver (academic year)
- Class 2 – Full-time (12 month) assigned route
- Class 2 – Full-time (academic year)
- Class 1 – Part-time (academic year)

BUS ASSOCIATES, SPECIAL EDUCATION: Full-time (12 month), Full-time (academic), and Part-time

## **DISPATCHERS**

## **OPERATIONS DEPARTMENT**

OPERATIONS ENGINEER CHIEF: Class 1 – Class 9

OPERATIONS ENGINEER, 1<sup>st</sup> ASSISTANT: Class 6 – Class 9

OPERATIONS ENGINEER, 2<sup>nd</sup> ASSISTANT: Class 6 – Class 8

OPERATIONS POOL: Class 0 – Class 5

- Class 5 – Engineer's license required for assignment
- Class 4 – Fireman's license required for assignment
- Class 3 – No license required
- Class 2 – After 13 weeks
- Class 1 – Entry level
- Class 0 – Light duty (50% previous wage)

ELEVATOR OPERATOR: Class 2 – Freight

PREVENTATIVE MAINTENANCE ENGINEER

STATIONARY ENGINEER: Class 1 – Class 4

STATIONARY ENGINEER ASSISTANT

SECURITY: Lead Security Class 1 – Class 4

SECURITY/UTILITY POOL

TECHNICIANS AND REPAIRMEN:

Lead Tech, Tech 1, Tech 2, Telecommunications Installer, Equipment Processor

CENTRAL STORES: Class 1 – Class 3

MEDIA SERVICE DRIVER: Class 2

## **FOOD SERVICE DEPARTMENT**

HEAD COOK: Class 1 – Class 4

HEAD BAKER: Class 1 – Class 4

CENTRAL NUTRITION – Lead Worker

CENTRAL NUTRITION – Nutrition Assistant

COORDINATOR (Bake-off Kitchen) HEAD SALAD, SECOND COOK, SECOND BAKER, SATELLITE COORDINATOR, CLERK, FLOATING CLERK, GENERAL WORKER, FLOATING GENERAL WORKER, SUBSTITUTE WORKER, SITE SUPERVISOR, SITE ASSISTANT, DRIVERS, PART-TIME; DRIVERS, SUBSTITUTE: WAREHOUSE WORKERS: Class 1 - Class 3

## **ARTICLE 3 – RIGHTS**

### **Public Employer Rights:**

Consistent with this Agreement, the Public Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

- a. Direct the work of its public employees,
- b. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency,
- c. Suspend or discharge public employees for proper cause,
- d. Maintain the efficiency of governmental operations,
- e. Relieve public employees from duties because of lack of work or for other legitimate reasons,
- f. Determine and implement methods, means, assignments, and personnel by which the Public Employer's operations are to be conducted,
- g. Take such actions as may be necessary to carry out the mission of the Public Employer,
- h. Initiate, prepare, certify, and administer its budget,
- i. Exercise all powers and duties granted to the Public Employer by law.

### **Union Rights:**

The Union and its members shall have the right to:

- a. Use school facilities for general Union meetings contingent upon receipt of approval from the Office of the Superintendent or his/her designee,
- b. Hold Union meetings in school buildings contingent upon receipt of approval from the Office of the Building Principal or his/her designee,
- c. Distribute Union material through the school messenger service, building mailboxes and electronic communication,
- d. Post notices of activities and matters of Union concern on bulletin boards customarily used for the posting of information to employees and as designated by the Employer,
- e. The AFSCME Council 61 Union Representative and Local 2048 Union President shall receive, on a monthly basis, a report detailing all employees within the bargaining unit, all employee hires during the relevant period, and all employees terminated during the relevant period.
- f. A signed copy of the AFSCME comprehensive agreement will be available on the District website.



## **ARTICLE 4 – FINALITY AND EFFECT OF AGREEMENT**

This Agreement supersedes and cancels all previous collective bargaining agreements between the Employer and the Union, including any and all side agreements and settlement agreements unless expressly stated to the contrary herein, and constitutes the entire Agreement between the parties, and concludes 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 any subject identified as bargainable under Section 9 of the Public Employment Relations Act, 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 Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, 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 subject or matter 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 only exception is in the event that any provision of this Agreement shall become void or illegal during the term of the Agreement such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Union agree to meet at the earliest possible mutually agreeable time (within 30 days) for the purpose of negotiations to replace void or illegal provisions.

In the event the parties do not reach mutual agreement on a provision to replace the specific provision determined to have become void or illegal within fifteen (15) days following the beginning of negotiations, the Union shall have the right to then, within fourteen (14) calendar days, request arbitration as defined by Chapter 20 of the Iowa Code, and notify the Employer of such request. The arbitration proceeding shall be conducted by an arbitrator selected by the Union and the Employer. If they cannot agree, the Public Employee Relation Board will be asked to supply a list of seven names. The Employer and the Union will alternately strike names. The first party to strike shall be determined by lot. The remaining name shall be the arbitrator.

The arbitrator, in his/her opinion, shall be limited to deciding upon either the Employer's or the Union's final offer as to which is the most appropriate amendment for the specific provision that had become void or illegal. The decision of the arbitrator will be binding on both parties. Expenses for the arbitrator's services shall be borne equally by the Employer and the Union.

## **ARTICLE 5 – DURATION**

- A. This Agreement shall remain in full force and effect from July 1, 2020, and shall continue in effect until midnight on June 30, 2023. However, the parties agree to reopen this Agreement only for the purpose of negotiating wages applicable to Contract years 2021-2022 and 2022-2023.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Chief Negotiators and their signatures placed thereon, all on the 26 day of June, 2020. The agreement, including wage schedules, shall be approved in writing by the Chief Negotiator of both parties before it is published or posted online. The District will provide an electronic version of the Agreement to the Union within thirty (30) days following the ratification of the agreement. The Union will provide a written or electronic response to the District within (30) days following its receipt of the Agreement.

### **FOR THE EMPLOYER**

DES MOINES INDEPENDENT  
COMMUNITY SCHOOL DISTRICT

By: Kyrstin Delagardelle  
Kyrstin Delagardelle,  
DMPS School Board Chair

By: Dr. Thomas Ahart  
Dr. Thomas Ahart,  
Superintendent of Schools

### **FOR THE UNION**

LOCAL 2048, AMERICAN FEDERATION  
OF STATE, COUNTY & MUNICIPAL  
EMPLOYEES, COUNCIL 61, AFL-CIO

By: Melissa Speed  
Melissa Speed, AFSCME Council 61,  
Union Representative

By: Urasaline Frith  
Urasaline Frith,  
Local 2048 President

## **ARTICLE 6 – SENIORITY**

- A. Seniority: Seniority shall mean a regular employee's length of continuous service with the District since his/her initial date of hire. Department seniority may be utilized for departmental specific purposes.
- B. Probation: A new employee shall serve a probationary period of **ninety (90)** actual workdays. Time on leave status shall not be credited toward computation of the probationary period. Probationary employees may be terminated for any reason without recourse to any procedures in this Agreement.
- C. Posting: **Annually, no later than** September 15<sup>th</sup>, the Employer shall post on appropriate bulletin boards a list containing bargaining unit employees' total continuous service date of hire with the District, as well, the employees' department hire date. A copy of the seniority list shall be sent **electronically** to the Union **Local 2048** President **and AFSCME Council 61 Union Representative** when the list is posted.
- D. Breaks in Service: An employee's seniority record shall be broken by voluntary resignation, discharge, reduction in force, and retirement. 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 lay off exceeds one year. An employee who is absent from work for three consecutive workdays without notification for valid reason to the Employer will be considered to have **voluntarily quit**. Should an employee leave the unit represented by the Union, the employee's seniority will be frozen. Should he/she return to the unit, his/her seniority shall continue from the seniority level previously attained.

## **ARTICLE 7 – HOURS OF WORK AND OVERTIME**

The purpose of this Article is to define the annual hours of work and shall not be construed as a guarantee of hours 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.

- A. Workweek: The normal workweek for regular full-time employees shall be 30 to 40 hours work, excluding lunch periods, from Saturday through Friday. The normal workweek for regular part-time employees, including those in food service, shall be between 10 and 30 hours, excluding lunch, depending on assignments.
- B. Posting: Anticipated work schedules showing employee shifts, workdays, and hours shall be posted on department bulletin boards. The Employer will make a concerted effort to post all known schedule changes at least five (5) working days prior to the schedule change.
- C. Rest Periods: All employees are entitled to rest periods as follows: Employees who work at least four (4) hours per workday shall be granted one rest period. Employees who work at least six (6) hours per day shall be granted two rest periods. Rest periods shall be with pay and shall be for fifteen minutes.
- D. Split Shifts: The Employer may assign employees to short or split shifts. Employees will be scheduled in such a manner that down time will be minimal.
- E. Overtime: Overtime for regular full-time employees shall be paid at a rate of time and one-half the employee's straight time hourly rate when the employee works in excess of eight (8) hours a day or 40 hours a week. The overtime provision of eight (8) hours a day shall not apply to those employees whose regular assignment exceeds eight (8) hours a day.

Only holiday hours may be included as hours worked during a week for the purpose of computing overtime pay for hours worked in addition to 40 hours during a week. Overtime shall not be paid more than once for the same hours worked.

Work performed on Sunday or Saturday, except when those days are part of the employee's workweek, shall be paid at time and one-half if it is in addition to the 40 hours during the week. The need for overtime and its assignment shall be the Employer's decision. Any work performed outside the designated work hours must have prior approval by supervisory personnel. There shall be no pyramiding or duplicating of overtime pay.

For regular part-time food service employees, time and one-half shall be paid for work performed outside the established time corridor for lunchroom duties, including non-school days, Saturdays, Sundays, or any hours beyond the regular school days. For purpose of this Article, regularly scheduled training sessions with required attendance and "clean-up" days are considered "lunchroom duties".

Regular food service employees shall be given the opportunity to request to work extra hours. A sign-up list shall be posted, not later than September 15<sup>th</sup>, by the Employer, for the purpose of providing employees a means by which their preference for additional work can be recorded.

- F. **Reporting Time:** When public notification has been made that schools and offices are to be closed, any employee who is scheduled to report to work and who does report to work prior to any public announcement of school and office closure shall be assigned at least **one (1) hour of work at the employee's straight time hourly rate of pay. Any employee who is directed to work, either by continuing after initially reporting or is called in by the employer, under such conditions shall be compensated at a rate of time and one-half the employee's straight time hourly rate for all hours worked.** 12-month employees who are not directed to report to work when schools and offices have been closed shall be compensated at the employees' straight time hourly rate for scheduled shift hours. Less than 12-month employees may provide services at a later time if additional makeup time is required. **While this Paragraph shall not apply to school closures lasting more than five (5) consecutive days related to pandemics, epidemics, outbreaks of disease, or other force majeure events, the terms of this Paragraph shall be applicable to the first five (5) days of such closure related to each event.**
- G. **Call Time:** An employee who is called by the Employer to work in an emergency outside his regularly scheduled hours shall be provided with at least two hours work at time and one-half. If, however, call time hours overlap the employee's regularly scheduled hours, he/she shall be paid at straight time rates for the regularly scheduled hours.
- H. **Transportation Activity Trips:** Transportation drivers shall have the opportunity to request activity trips. The employer shall provide a list for employees to sign-up on by the first day of each academic school year, and again before summer routes begin. The initial rotation and computation will take place by seniority utilizing the employees' original date of hire with the Transportation Department. The employer will offer activity trips to drivers at least five (5) days in advance if known five (5) days in advance. If an activity trip arises in less than five (5) days, the employer will make a concerted effort to follow the procedures set forth in this article and will do so as soon as reasonably possible.

Activity trips that extend outside of the normal workday will initially be offered by rotation to employees on the sign-up list from highest to lowest in seniority. After each employee on the sign-up list has completed the initial rotation, subsequent activity trip offers will be made to the next employee, absent conflict with prior scheduling, based on accrued or credited activity trip hours from lowest to highest.

For rotation and computation purposes, an employee who is offered and accepts, but later refuses the activity trip, will be charged the actual hours of that trip. An employee who accepts an offer to do an activity trip, but does not drive the activity trip when scheduled, will be charged the actual hours of that trip. Employees have the option to

refuse activity trips that take place on non-scheduled workdays, with the exception of weekends of regularly scheduled workweeks. Non-scheduled workdays will be specified on the posted department calendar supplied by the District. Employees that refuse activity trips on non-scheduled workdays will not be charged the actual hours of that trip.

Employees that sign up for activity trips after the initial sign-up list and the initial rotation is completed will be credited with the highest number of hours of any other employee on the list. Activity trips shall be paid at the employees' regular rate of pay. However, any time worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at time and one-half. Layover time shall be paid at straight time.

Activity trips will not be credited towards full-time employment.

## **ARTICLE 8 – HOLIDAYS**

- A. Holidays: Paid holidays shall be given to those employees who are working regularly at the time of the holiday. The following are recognized as paid holidays for regular full- time employees

New Year's Day

Day before or after New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Day before or after Christmas  
Day

- B. Eligibility: An employee shall be eligible for holiday pay if he/she would have been scheduled to work on one of the holidays listed above and if he/she worked the last scheduled day prior to the holiday and the scheduled day immediately following. Whenever any of the holidays listed above falls on Saturday, the previous Friday shall be observed. Whenever any of the holidays listed falls on Sunday, the succeeding Monday shall be observed. If a holiday is observed on an employee's scheduled day off or during his/her vacation or during the time an employee is on paid leave, he/she shall receive one additional vacation or leave day. Regular full-time food service employees are eligible under the conditions of the Article for the following holidays: New Year's Day, day before or after New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, and the day before or after Christmas.

Regular part-time employees are eligible under the conditions of this Article for the following holidays: Memorial Day, Labor Day, Thanksgiving Day, and the Day after Thanksgiving. A regular part-time employee shall be eligible for holiday pay provided he/she works the last scheduled workday prior to Independence Day and the scheduled workday immediately following.

- C. Holiday Pay: Eligible employees who perform no work on a holiday shall be paid at their usual hourly rate, based on the number of hours they regularly work.
- D. Holiday Work: If an employee works on a holiday, he/she shall be paid at a rate of time and one-half the employee's straight time hourly rate for all hours worked. This is in addition to his/her holiday pay.

## **ARTICLE 9 – VACATIONS**

- A. Eligibility and Allowance: All regular full-time employees shall be granted an annual paid vacation period at the end of each fiscal year. The paid vacation period shall be based upon the employment in that fiscal year and shall be prorated for those employees that work less than the full fiscal year.

Service Requirements	Vacation Period	
	12-month	9-month
Less than six (6) months	None	None
6 months through 11 months	5 workdays	3.75 workdays
More than 11 months through 6 fiscal	10 workdays	7.5 workdays
7 fiscal years through 12 fiscal years	15 workdays	11.25 workdays
13 fiscal years or more	20 workdays	15 workdays

The service requirement during the first fiscal year of employment shall be determined by the date of original hire. All yearly service requirements shall be based on service during complete fiscal years. More than eleven (11) months employment in the first fiscal year shall count as one (1) full fiscal year of employment. No vacation days may be taken in advance of their accrual.

- B. Vacation Pay: The rate shall be the employee's regular straight time rate of pay. Employees shall receive pay for vacations at the time of their regularly scheduled pay days.
- C. Vacation Period: Vacation schedules shall be set by the Employer; however, employees may request a particular period for vacation. The following scheduling procedures apply:

1. Operations	Employees should ordinarily request vacation between mid- June and mid-August. Employees who are entitled to more than two weeks' vacation are encouraged to divide the vacation period into one, two, or three-week segments. Employees who are entitled to more than three weeks' vacation may request vacation during Winter Recess or Spring Recess. Employees may request vacation during the academic year. Such vacation will ordinarily not be taken immediately before or after holiday periods and will
2. Food Service	Employees will be compensated for vacation time following the completion of a food service year.
3. Vacation time accrued may be used outside the normal time frame for an approved emergency after emergency days are used.	

Exceptional reasons for variations from this procedure may be considered. Vacation days accrued during one fiscal year must be used before the end of the following fiscal year.

- D. Work during vacation: Any regular full-time employee who is requested to work and does work during his/her vacation period shall be paid at a rate of time and one-half the employee's straight time hourly rate. For purposes of computing additional overtime, only hours actually worked shall be counted toward the 40 hours. The hours or days worked, however, shall be added to the remainder of the employee's vacation bank.



- E. Vacation rights: All regular full-time employees who are laid off, discharged, retire, or resign prior to his/her vacation shall be compensated for earned vacation unused by the employee at the time of separation.

## **ARTICLE 10 – LEAVES OF ABSENCE**

- A. Definition: Leaves of absence means authorized absence from the job; paid or unpaid, except for medically related disability leave. An extended leave means more than two weeks' leave.
- B. Eligibility: Upon hire, regular employees shall be eligible for leaves of absence.
- C. Application for Leave: Employees must complete a request for approval of absence from duties through the Employer's payroll management system on all absences at least ten (10) days prior to the date of absence requested. Except, in the case of; bereavement, funeral (or similar memorial service), medically related disability leave, or personal leave used in cases of an emergency.
- D. Paid leaves: The employee may be paid regular straight time for hours he/she would have worked, excluding overtime, for the following authorized leaves:

1. Bereavement Leave	In case of the death of wife, husband, grandparents, (step) child, or (step) grandchild of an employee or the employee's (or spouse's) (step) father, (step) mother, (step) brother, (step) sister, or legal dependent the employee will make application through the Employer's payroll management system to be absent from duty for as many days, not to exceed five (5) days per death, as may be necessary for attendance at the funeral and other purposes directly arising out of said death. Up to 2 of the 5 allowed bereavement days may be used for hospice visitation.
Funeral Leave (or similar memorial service)	In the case of death of other relative or person of unusually close personal relationship, a total of two (2) days per year shall be allowed for attendance at the funeral or other similar memorial service. Funeral leave may be taken
2. Jury Duty	In the absence of extraordinary circumstances, employees may be excused for jury duty. No deduction from the employee's compensation will be made during the term of jury service provided that all jury fees received by any such employee shall be turned over to the school district.
3. Civic Duty	Employees subpoenaed to appear before a court or other public body shall be granted necessary time off with pay. Except on matters personal to the employee and/or civil actions adverse to

4. Personal Leave	At the beginning of each school year all regular employees shall be credited with two (2) days, without loss of pay, that may be used in hourly increments for the employees' personal business in which cannot reasonably be accomplished outside the normal workday. An employee planning to use personal leave shall make such request through the Employer's payroll management system at least ten (10) working days in advance, <i>except in cases of unforeseen emergency.</i> Such absence may not be taken immediately before or after holidays or vacation periods. Up to two (2) unused personal days may be carried over from year to year. At the conclusion of a school year, an employee may request to have up to two (2) unused personal leave days paid out at their
5. Military Reservists	A leave of absence will be granted for military reservists for required training purposes for a period not exceeding 30 days in
6. Education Training Leave	Employees are encouraged to take courses/training, which the Employer recognizes as job-related. In the event a job-related course/training only occurs during the employee's regular hours of work, he/she shall attend without loss of pay, provided the
7. Adoption Leave	Up to ten (10) days of sick leave may be utilized for adoption.

E. Unpaid Leaves:

1. Union Business	An employee elected to any union office or selected by the union to do work which takes him/her away from employment with the Employer may be granted a leave of absence not to exceed one year with the possibility for renewal for no more than
2. Military Service	Leaves of absence are granted for military purposes, not to exceed the enlistment or draft period. On completion of the military service, the employee is entitled to reinstatement at the same wages he/she would have received had he/she not taken such a leave, but subject to the following conditions: That the position was not abolished, that he/she is physically and mentally capable of performing the duties of the position, that he/she makes written application for reinstatement to the Chief of Human Resources or designee within 90 days after termination of service and that he/she submits a discharge other than a dishonorable
3. Other Reasonable Purposes	Leaves of absence without pay for limited periods not to exceed six months may be granted for a reasonable purpose upon application of the employee and approval by the Employer. Such purposes might include education, training, and family responsibilities (including child nurture). Such leave may be extended upon application of the employee and
4. Benefits	While on extended unpaid leave, the employee's interest in retirement funds, vacation, accumulated medically related disability leave and other benefits shall be frozen. While no benefits will be provided or accumulated during the leave period, the employee may purchase such benefits.

## **ARTICLE 11 – WAGES**

- A. Wages: Regular employees will be compensated in accordance with the job category, classification, and hourly rates on the wage schedule(s) attached to this Agreement and marked as Appendix A.

Should any position not on this wage schedule be established during the duration of this Agreement, the Employer shall designate the classification and shall notify the Union of the opportunity to negotiate the rate structure for that position. In the event the parties fail to agree on a rate structure within fifteen (15) days following the beginning of negotiations, the Union shall have the right to request arbitration in accordance with **Iowa Code Chapter 20**. The arbitrator shall decide upon either the Employer or the Union's final offer as to which will be the rate structure. The decision of the arbitrator shall be binding on both parties.

- B. Pay Period: The wages of employees shall be paid on the same day every two weeks. Each employee's paycheck stub shall indicate hours, hourly rate, gross salary at his/her regular and overtime rate and all deductions from his/her gross salary shall be identified and the amount of each deduction shown.

## **ARTICLE 12 – MEDICALLY RELATED DISABILITY LEAVE**

- A. Allowance: Regular employees shall be granted on July 1<sup>st</sup> of each year, leaves of absence with pay for an employee's personal medically related disability. First year employees shall accrue medically related disability leave at a rate of one-and-one quarter days per month. At the completion of one year, fifteen (15) days per year thereafter shall be granted on July 1<sup>st</sup> of each year to each employee. **Five (5) days** of accumulated medical related disability leave may be used for illness of immediate family member (See Article 10, Sec; D-1).

- B. Accumulation**: If an employee does not use the allotted days during the contract year, the unused days will be added to the allowance for the succeeding year. The amount of accumulated medically related disability leave shall be unlimited. All accumulated medically related disability leave is forfeited upon termination of employment. If an employee is unable to report for duty on the first day of the new contract, compensation for medically related disability leave will not be granted under the new contract until the employee does report.

- C. An employee must report the intention to be absent from duty to the designated Employer representative in accordance with individual department guidelines. A copy of any newly established or amendments to departmental guidelines shall be provided to the Union at least seven (7) calendar days prior to the effective date of the newly established or amended department guidelines.**

- D. Time taken by an employee mother immediately before and after the delivery of a baby shall be judged paid medically related disability leave and charged against the medically related disability leave accumulation of the employee. Her paid medically related disability leave will halt when her physician attests she is capable of returning to work or when her accumulated medically related disability leave allowance runs out.
- E. Regular part-time employees are subject to all practices granted in this Article at a ratio proportionate to the employee's part-time condition of employment.
- F. The Employer may require a medical certificate or other appropriate verification for absences covered by this Article. It is not the Employer's intent, nor will the above

language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected.

## **ARTICLE 13 – SAFETY AND HEALTH**

- A. Safety procedures: The parties agree that employees and management personnel should be aware of safety and health regulations and that both parties have a mutual interest in maintaining good health and safety practices.
- B. Health procedures: The Employer will make a good faith effort to provide all employees a list of sites that offer free or reduced physicals.
- C. Safety Committee: The employee shall be alert to unsafe practices, equipment, or conditions and will report any unsafe practices, equipment, or conditions to their immediate supervisor. The Employer and the Union agree to conduct a safety committee meeting at least once every two months if requested by either the Employer or the Union. The meeting may be attended by four (4) Employer representatives and four (4) employee representatives selected by the Union. The purpose of the meeting will be to provide an opportunity to communicate mutual concerns associated with safety issue. Recommendations from this committee will be transmitted to the Chief Operations Officer.

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

- A. DEFINITIONS:
  - 1. Grievance: A claim made by an employee(s) that there has been a violation of this Agreement.
  - 2. Aggrieved person: The employee(s) making this complaint.
  - 3. Party of interest: Person(s) making the complaint and any person, including the Employer and the Union, who might be required to take action or against whom action might be taken in order to resolve the complaint.
- B. RIGHT OF EMPLOYEE TO REPRESENTATION: Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. An aggrieved employee shall be represented at all stages of the grievance process by a Union Representative(s) selected at his/her option. Throughout all steps in the grievance process, the aggrieved employee and two (2) Union Representatives shall be allowed to attend grievance meetings at a time determined by the Employer, during working hours, without loss of pay. Additional Union Representative(s) may also attend, but will not receive pay from the District while doing so.
- C. ADDITIONAL PROVISIONS:
  - 1. It is understood and agreed by the parties that the grievance procedure and the steps outlined in the grievance procedure are the appropriate method of resolving grievances, which may arise during the terms of this agreement. If an employee formally files an alleged violation of this Agreement other than under the grievance procedure, then the Employer shall not be required to process the said claimed set of facts through the grievance procedure.
  - 2. The parties agree that allegations or claims that are within the meaning of violations of the Iowa Civil Rights Act, Iowa Code Chapter 216 et. seq, should not be considered

as within the meaning of a grievance and the Employer shall not be required to process a grievance that includes such allegations or claims through the grievance procedure.

3. All meetings and hearings shall be conducted in private and include only witnesses, the parties of interest, and their designated or selected Union Representative(s).
4. An AFSCME Council 61 Union Representative shall be allowed to attend, as needed, any step throughout the grievance process. Each respective group will decide who will be their representative(s).

**D. STEPS IN GRIEVANCE PROCEDURE:**

Step 1 – Department Director or Designee: An aggrieved person's Union Representative(s), may submit a written grievance to the Department Director or his/her Designee and the Human Resources Director of Classified Staff within fourteen (14) calendar days of the employee's knowledge of an alleged violation of this Agreement. Failure of an employee to act upon an alleged violation of this Agreement within fourteen (14) calendar days of the employee's knowledge, shall act as a bar to any written appeal to any further grievance step. The written grievance form shall state the nature of the grievance, shall note the specific clause(s) in the Agreement allegedly violated, and shall state the remedy requested.

The Department Director or his/her Designee shall schedule a meeting with the aggrieved person (optional) and Union Representative(s) within seven (7) calendar days of receiving the grievance form, with the objective of resolving the matter. The Department Director or his/her Designee shall make a decision on the grievance and communicate it in writing to the Union Representative(s) within fourteen (14) calendar days of the Step 1 meeting date.

Step 2 – Superintendent or Designee: If the grievance is unsettled at Step 1, the aggrieved person's Union Representative(s), may submit the grievance to the Superintendent **or his/her** Designee within seven (7) calendar days of the Step 1 answer or the date the answer was due. Within seven (7) calendar days of the grievance submission to Step 2, the Superintendent **or his/her** Designee shall schedule a meeting with the aggrieved person (optional) and Union Representative(s). The Superintendent **or his/her** Designee shall make a decision on the grievance and communicate it in writing to the aggrieved person's Union Representative(s) within fourteen (14) calendar days of the Step 2 meeting date.

Step 3 – Mediation: If the grievance is unsettled at Step 2, the aggrieved person's Union Representative(s) may request mediation with notification to the Superintendent **or his/her** Designee within fourteen (14) calendar days of the Step 2 answer or the date the Step 2 answer was due. The Superintendent **or his/her** Designee will collaborate with the AFSCME Council 61 Representative to set up the Mediation. The parties agree that timelines shall be extended to allow for mediation. Mediation may occur with two representatives from the District and two Union Representative(s) accompanied by an AFSCME Council 61 Representative and the aggrieved person (optional).

Step 4 – Binding Arbitration: If the grievance is not resolved satisfactorily at Step 3, the aggrieved person's Union Representative(s) may, within fourteen (14) calendar days, request arbitration with notification to the Superintendent **or his/her** Designee. The arbitration proceeding shall be conducted by an arbitrator mutually selected by the Union

and the Employer. If they cannot agree, the Public Employment Relations Board will be asked to supply a list of seven names. The Employer and the Union will alternately strike names. The first party to strike shall be determined by lot. The remaining name shall be the selected arbitrator.

The decision of the arbitrator will be binding on both parties.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, or add to the provision of the Agreement. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. He/she shall be asked to issue a decision within 30 calendar days after conclusion of testimony and argument. The arbitrator may also be requested, by either party, to retain jurisdiction of the case for decision clarification.

Expenses for the arbitrator's services shall be borne equally by the Employer and the Union.

## **ARTICLE 15 – LABOR-MANAGEMENT MEETINGS**

The Employer and the Union agree to conduct a labor-management meeting at least once every three months during the academic year. The meeting may be attended by six (6) Employer representatives and six (6) Employee representatives selected by the Union. The purpose of the meeting will be to afford labor and management a forum in which to communicate on items that may be of interest to both parties. Union representatives may attend labor-management meetings during working hours without loss of pay.

The meeting will last no longer than two (2) hours but may be extended by mutual agreement. Each party may submit agenda items to the other no later than one (1) week prior to the meeting. If agenda items are not exchanged in accordance with that deadline a meeting will not be held.

## **ARTICLE 16 – DISCIPLINE AND DISCHARGE**

A. Disciplinary actions shall include the following:

1. Oral Reprimands: Are not considered to be formal discipline and may not be grieved.
2. Written Reprimands: Are considered to be formal discipline and may be grieved through Step 2 (Superintendent or Designee) of the grievance process but are not eligible for mediation or arbitration.
3. Suspensions: With or without pay are considered to be formal discipline.
  - Suspensions that are fifteen (15) days or less, shall immediately be advanced to Step 2 (Superintendent or Designee) of the grievance process, and are only eligible to be advanced forward to Step 3 (Mediation).
  - Suspensions that are over fifteen (15) days, shall immediately be advanced to Step 3 (Mediation) of the grievance process, and are eligible to be advanced forward to Step 4 (Arbitration).
4. Discharges: Are considered to be formal discipline and are eligible for mediation by mutual agreement and arbitration. Discharge grievances shall immediately be advanced to Step 3 (Mediation) of the grievance process and are eligible to be



advanced forward to Step 4 (Arbitration).

The type of corrective action that is applied is generally determined by the seriousness of the offense. Those offenses of a less serious nature do not usually require immediate dismissal, but may require some form of corrective action. Offenses of a more serious nature may justify immediate discharge without prior warning or attempts at remedial action. An Employee may be disciplined or discharged for any reason which is just and sufficient.

An Employee may be terminated without cause upon 30-calendar days' notice. Such termination shall not be considered disciplinary in nature and shall not be subject to grievance procedures. During that 30-calendar day period, the Employee may be required to continue to work for the District and/or may be placed on administrative leave, as determined in the District's sole discretion. Regardless, during the 30-calendar day period, the Employee terminated without cause will continue to receive his/her regular hourly compensation (based on a 40-hour workweek for regular full-time employees and a 30-hour workweek for regular part-time employees) and retain his/her existing level of health benefits. In addition, at the conclusion of the 30-calendar day period, the District will not dispute the unemployment claim by an employee who is terminated in accordance with this paragraph.

AFSCME Council 61 Union Representative as well as the Local 2048 President shall receive written notice of any disciplinary action or measure imposed upon an employee (with written permission from the employee) within three (3) working days of receipt of the written permission.

Employees subject to a district investigation that is conducted pursuant to the complete discretion of the district may be placed on leave with pay and benefits. Employees subject to an investigation that is not conducted pursuant to the complete discretion of the District (for example, criminal, OWI licensure issues) may be placed on paid leave with benefits for not more than 45 days. Thereafter if the District continues the leave, it shall be without pay or benefits.

## **APPENDIX A - OPERATIONS AND FOOD SERVICE WAGE SCHEDULES**

### **2020-2021 OPERATIONAL/TRANSPORTATION/TECHNICIANS SALARY SCHEDULE**

TRANSPORTATION MECHANICS – Service Mechanics Mechanic Assistant	HOURLY WAGE 23.20 20.53
TRANSPORTATION DRIVERS – Class 3, full-time lead driver Class 2, full-time (12 month) assigned route Class 2, full-time (academic year) Class 1, part-time	21.55 20.07 20.07 20.07
SPECIAL EDUCATION BUS ASSOCIATES – Full-time (12 month) Full-time (academic year) Part-time	16.88 16.88 16.88
TRANSPORTATION DISPATCHER	21.07
OPERATIONS ENGINEER, CHIEF – Class 9 Class 8 Class 7 Class 6 Class 5 Class 4 Class 3 Class 2 Class 1	22.07 21.32 20.88 20.32 20.22 20.08 20.00 19.58 19.14
OPERATIONS ENGINEER, 1 <sup>ST</sup> ASSISTANT – Class 9 Class 8 Class 7 Class 6	20.64 20.45 20.26 19.26
OPERATIONS ENGINEER, 2 <sup>ND</sup> ASSISTANT – Class 8 Class 7 Class 6	19.67 19.67 19.35
OPERATIONS POOL – Class 5 – Engineer's license required for assignment Class 4 – Fireman's license required for assignment Class 3 – No license required Class 2 – After 13 weeks Class 1 – Entry level Class 0 – Light duty – 50% of previous wage	19.78 19.41 18.88 18.51 18.22
ELEVATOR OPERATOR – Class 2 – Freight	16.74
STATIONARY ENGINEER – Class 4 – High School Complex Class 3 – High School/Middle School Complex Class 2 – Middle school Class 1	20.31 20.01 19.71 19.26
STATIONARY ENGINEER, ASSISTANT –	19.63



<b>SECURITY –</b> Lead Security Class 4 Class 3 Class 2 Class 1 Security/Utility Pool	<b>HOURLY WAGE</b> 21.28 20.04 19.73 19.57 19.26 19.26
<b>TECHNICIANS AND REPAIRPERSONS –</b> Lead technician Tech I Tech II Equipment processor Telecommunications installer	27.53 25.09 26.23 23.07 23.07
<b>CENTRAL STORES –</b> Class 3 Class 2 Class 1	20.59 19.94 19.35
<b>MEDIA SERVICES –</b> Class 2	19.94
<b>PREVENTIVE MAINTENANCE ENGINEER –</b>	21.10
<p>Effective on the employee's anniversary date, the following longevity differentials will be paid retroactive back to the first full pay period following their date of hire.</p> <p>After four years of service .71/hr</p> <p>After eight years of service .97/hr</p> <p>After twelve years of service 1.15/hr</p> <p>After sixteen years of service 1.25/hr</p> <p>After twenty years of service 1.35/hr</p> <p>After twenty-four years of service 1.45/hr</p> <p>After twenty-eight years of service 1.55/hr</p> <p>After thirty-two years of service 1.65/hr</p> <p>After thirty-six years of service 1.75/hr</p>	
Employees required to have a Certified Pool Operator (CPO) license and designated as responsible for reporting the status of a building swimming pool will be compensated: .45/hr	
Employees required to have a 1 <sup>st</sup> Class Fireman's license will be compensated: .24/hr	
Employees required to have a 1 <sup>st</sup> Class Engineer's license will be compensated: .35/hr	
Employees required to have a weed sprayer license will be compensated: .25/hr	

**Shift Differentials:** In addition to the established wage rates, the Employer shall pay an hourly premium of 35 cents for all hours worked on shifts where the majority of the regularly scheduled shift is worked after 2:00 p.m. and 50 cents for all hours worked on shifts where the majority of the regularly scheduled shift is worked after 10:00 p.m. Nothing herein shall be construed as restricting the Employer from exercising its right to maintain the efficiency of governmental operations or to prohibit the Employer from directing the work of its public employees. The Employer will not change the starting time of individual shifts solely to avoid paying shift differentials.

**Weekend Differential:** In addition to the established wage rates, the Employer shall pay an hourly premium of \$1 per hour for the following operational job classifications for all hours worked on shifts regularly scheduled on the weekend. If a shift overlaps between weekend and weekday, the premium applies only to those hours actually worked on the weekend. The affected job classifications are:

Operations Engineers, Chief (Class 1-9); Operations Engineer, 1<sup>st</sup> Assistant (Class 6-9); Operations Engineer, 2<sup>nd</sup> Assistant (Class 6-8); Operations Pool (Class 0-5); Security (Lead Security and Class 1-4); Stationary Engineer (Class 1-4); and Stationary Engineer, Assistant.

## 2020-2021 FOOD SERVICE SALARY SCHEDULE

<b>CENTRAL NUTRITION CENTER POSITIONS</b>	<b>Hourly Wage</b>
<b>CENTRAL NUTRITION CENTER LEAD</b>	15.64
<b>CENTRAL NUTRITION CENTER NUTRITION ASSISTANT</b>	15.04
<b>BUILDING POSITIONS</b>	
HEAD COOK/BAKER –	
Class 4	14.81
Class 3	14.78
Class 2	14.67
Class 1	14.63
COORDINATOR (Bake-Off Kitchen)	14.59
HEAD SALAD	14.38
SECOND COOK	14.18
SECOND BAKER	14.18
SATELLITE COORDINATOR	14.19
CLERK	14.19
FLOATING CLERK	14.19
GENERAL WORKER	13.96
FLOATING GENERAL WORKER	13.96
SUBSTITUTE WORKER	13.82
SITE SUPERVISOR	14.19
SITE ASSISTANT	13.96
DRIVERS, PART-TIME	19.83
DRIVERS, SUBSTITUTE	19.83
WAREHOUSE –	
Class 3	20.52
Class 2	20.02
Class 1	19.28

Effective on the employee's anniversary date, the following longevity differentials will be paid retroactive back to the first full pay period following their date of hire.

After four years of service	.71/hr
After eight years of service	.97/hr
After twelve years of service	1.15/hr
After sixteen years of service	1.25/hr
After twenty years of service	1.35/hr
After twenty-four years of service	1.45/hr
After twenty-eight years of service	1.55/hr
After thirty-two years of service	1.65/hr
After thirty-six years of service	1.75/hr

Food Service employees certified through the American School Food Service Association at Level 1, 2, or 3 will receive an \$0.80/hour differential.

Classes required for certification will be offered by the district at no cost at various times throughout the year.