
AGREEMENT

between

Local 308, United Brotherhood of Carpenters and
Joiners of America

and the

Cedar Rapids Community School District

Cedar Rapids, Iowa

July 1, 2018 through June 30, 2023
(2020-2021)

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**ARTICLE I
RECOGNITION AND DEFINITIONS**

A. UNIT

The Cedar Rapids Community School District hereby recognizes Local 308, United Brotherhood of Carpenters and Joiners of America, as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case #692) issued by the Public Employees Relations Board on November 5, 1976. 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 carpenters employed by the school district.

EXCLUDED: Part-time employees, temporary employees, administrative assistants, directors and their assistants, supervisors and all other persons excluded by Section 4 of the Public Employees Relations Act.

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 Local 308 of the United Brotherhood of Carpenters and Joiners of America, or its duly authorized representatives.

3. The term, "employee," as used in this Agreement, shall mean any person described in the bargaining unit as set forth in Section A of this Article.

4. The term, "part-time employee," as used in this Agreement, shall mean any employee whose regular workweek is less than thirty (30) hours per week.

5. The term, "temporary employee," as used in this Agreement, shall mean any employee employed on an uninterrupted basis by the school district for ninety (90) calendar days or less.

**ARTICLE II
WORKDAY AND WORKWEEK**

A. WORKDAY

The "regular work day" shall consist of eight (8) hours between 6:00 a.m. and 5:30 p.m. Employees may be required to work adjusted daily schedules when given at least three (3) calendar days advance notice by the responsible administrator. The advance notice provision shall not be required in the event of an emergency. When there is not an emergency and there is no advance notice given, the employee shall be paid for the overtime work at the appropriate rate, provided s/he has worked the regular workweek.

B. WORKWEEK

The "regular work week" shall consist of five (5) eight-hour days, Monday through Friday. An employee may be required to work beyond the regular workweek. The employee shall be paid for the overtime work at the appropriate rate, provided she/he has worked the regular workweek.

**ARTICLE III
BASIC COMPENSATION**

A. RATES OF PAY

Employees shall be compensated for all hours of work and paid leaves pursuant to wage rates set forth in Schedule A, copy of which is attached hereto and incorporated herein by this reference as though fully set forth.

B. METHOD OF PAYMENT

Paydays shall be established by the payroll department prior to the beginning of each work year. Normally, paydays shall be every other Friday, except when such Friday falls on a holiday, in which case the payday shall be on the last previous working day. If other work groups move to a bi-monthly pay schedule, the payday can be moved to bi-monthly.

**ARTICLE IV
OVERTIME**

Time and one-half shall be paid for all work performed after forty (40) hours in one regular workweek. Twice the regular rate shall be paid for all work performed on Sundays and holidays. No overtime shall be worked without the prior approval of the responsible administrator.

**ARTICLE V
MISCELLANEOUS**

A. COMPLAINT PROCEDURE

If an employee disagrees with an administrative decision concerning any section of this contract, said employee shall submit to the Manager-Buildings and Grounds the nature of the complaint in writing within ten (10) calendar days of the date of the complaint or the employee's knowledge of its occurrence. The Manager-Buildings and Grounds shall make a decision on the complaint and communicate it in writing to the employee within ten (10) calendar days after receipt of the complaint.

If the complaint has not been resolved, the employee may file the complaint in writing with the Associate Superintendent-Human Resources within seven (7) calendar days after the decision by the Manager-Buildings and Grounds. The Associate Superintendent-Human Resources shall make a decision on the complaint and communicate it in writing to the employee within ten (10) calendar days after receipt of the complaint.

In the event the complaint has not been resolved, the employee may file the complaint in writing with the Superintendent or designee within seven (7) calendar days after the Associate Superintendent-Human Resources' decision. The Superintendent or designee shall make a decision on the complaint and communicate it in writing to the employee within ten (10) calendar days after receipt of the complaint. The decision of the Superintendent or designee shall be final.

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 telegram 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 Superintendent's Office
2500 Edgewood Road N.W.
Cedar Rapids, Iowa 52405
2. If by school district, to Union at: Union Steward
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

**ARTICLE VI
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 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 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, 2018 and shall continue in effect through June 30, 2023 with a reopener to negotiate base wages for the 2019-20, 2020-21, 2021-22, and 2022-23.

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, in June, 2020.

LOCAL 308, UNITED BROTHERHOOD
COMMUNITY
OF CARPENTERS AND JOINERS OF AMERICA

CEDAR RAPIDS
SCHOOL DISTRICT

By s/i Aaron Leeper
Union Representative
Local 308, United Brotherhood of Carpenters
And Joiners of America

By



Nancy Humbles, President
Cedar Rapids Community School
District, Board of Directors

By s/i Linda Noggle
Linda Noggle, Director of Human Resources
Cedar Rapids Community Resources

**SCHEDULE A
CARPENTERS HOURLY ADJUSTMENT**

Schedule A

Hourly rate for 2020-2021: fifty-seven (57¢) per hour increase for current carpenters to \$38.07

New employees:

Step 1	Step 2	Step3
\$28.00	\$30.00	\$32.00

New employees hired into the District will not exceed Davis/Bacon total package rates.