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# AGREEMENT

between

Local 199, Service Employees International Union

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**

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 WORKDAY AND WORK WEEK**

A "regular workday" 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 workday.

D. In the regular workday, 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) workdays 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  
VACATIONS**

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

The District shall have full discretion regarding administering any and all vacation. The District's decisions shall not be grievable.

**ARTICLE VII  
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 VIII  
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. 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.

**ARTICLE IX  
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 X  
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**

1. 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.
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.
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 decide on the grievance and communicate it in writing to the employee within ten (10) days after the receipt of the grievance.

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 decide on the grievance and communicate it in writing to the employee within ten (10) days after such meeting.
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 XI  
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.

**ARTICLE XII  
MISCELLANEOUS**

A. 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.

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

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



B. TERM

This Agreement shall be effective as of July 1, 2018, and shall continue through June 30, 2023. The District and Union have agreed to wages for 2020-2021 as set forth in Article III, Section A, of this Agreement. The District and Union agree to open negotiations regarding compensation in 2019-2020, 2020-21, 2021-22, and 2022 -2023.

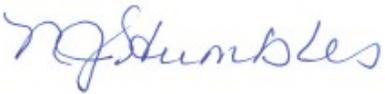
C. SIGNATURE CLAUSES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereof, all in June, 2020.

SEIU LOCAL 199  
220 Lafayette St. Suite 128  
Iowa City, IA 52240

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

By s/i Tom Roth  
Tom Roth

By   
Nancy Humbles, Board President

By s/i Tina Rusbult  
Tina Rusbult

By s/i Linda Noggle  
Executive Director, Talent Management

By s/i Cathy Glasson  
Cathy Glasson, President  
SEIU, Local 199

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**  
**Cedar Rapids, Iowa**  
**Schedule A**  
**Custodial and Maintenance**  
**2020 - 2021**

Step	A	B	C	D	E	F	G
1	16.75						
2	18.08	18.47	19.01	19.77	20.74	22.12	23.21
	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		