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# AGREEMENT

between

Local 2003, Public, Professional & Maintenance  
Employees

and the

Cedar Rapids Community School District

Cedar Rapids, Iowa

2019-2024  
(2020-2021)

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**ARTICLE I  
RECOGNITION AND DEFINITIONS**

A. UNIT

The Cedar Rapids Community School District hereby recognizes Public, Professional & Maintenance Employees Local Union 2003, State of Iowa, as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case #215) issued by the Public Employees Relations Board on May 19, 1975. 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 painters 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 Public, Professional & Maintenance Employees Local Union 2003, State of Iowa, 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, "part-time employee," as used in this Agreement, shall mean all employees whose regular work week is less than thirty (30) hours per week.
5. The term, "temporary employee," as used in this Agreement, shall mean all employees employed on an uninterrupted basis by the school district for ninety (90) calendar days or less.

**ARTICLE II  
WORK DAY AND WORK WEEK**

**A. WORKDAY**

The "regular work day" shall consist of hours worked between 6:00 am and 6:00 pm and shall not exceed 40 hours in a week. Employees may be required to work adjusted daily schedules when given at least three (3) calendar days advance notice by the responsible administrator, or 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 work week. When an employee is required to work an adjusted daily schedule, other than the "regular work day," and is not eligible for overtime pay, an hourly shift premium shall be paid for all hours worked.

**B. WORKWEEK**

The "regular work week" shall consist of 40 hours per week Monday through Friday. An employee may be required to work beyond the regular work week. The employee shall be paid for the overtime work at the appropriate rate, provided s/he has worked the regular work week.

**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, a copy of which is attached hereto and incorporated herein by this reference as though fully set forth. Effective July 1, 2016 the base hourly wage rate in Schedule A shall be increased by the amount of \$0.96 per hour to a total of \$32.40. Effective July 1, 2017 the total package increase (which includes wages and benefits) to this Agreement shall be equal to the actual District's percentage of allowable growth for the fiscal year beginning July 1, 2016. Effective July 1, 2018, the total package increase (which includes wages and benefits) to this Agreement shall be equal to the actual District's percentage of allowable growth for the fiscal year beginning July 1, 2017. Effective July 1, 2019, the total package increase (which includes wages and benefits) to this Agreement shall be equal to the actual District's percentage of allowable growth for the fiscal year beginning July 1, 2018.

**B. SUBSTITUTION**

An employee substituting for another shall be paid at her/his own rate per hour, or at the rate of the individual substituted for if that be higher for the hours involved.

C. 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. The District may alter paydays to bi-monthly if other classified bargaining units move to that pay structure.

**ARTICLE IV  
OVERTIME**

Time and one-half shall be paid for all work performed after forty (40) hours in one regular work week. 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  
VACATIONS**

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

Years of Completed Service As of July 1	Vacation Period
28 years or over	32 days
21 years or over	27 days
14 years or over	22 days
7 years or over	17 days
1 year or over	12 days
Less than one year	Pro rata

An employee eligible for vacation may request a particular period of vacation. Upon receipt of a vacation request, the responsible administrator, in consultation with the employee, shall establish the vacation period. If three or more consecutive days of vacation is requested, a two-week notification must be given. For a period of less than 3 consecutive days, a 24-hour notification must be provided. All vacation days must be approved by responsible administrator.

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

Employees may elect to carryover five (5) vacation days to the following year.

## **ARTICLE VI HOLIDAYS**

Employees shall be granted the following holidays with pay:

Labor Day  
Veterans Day\*  
Thanksgiving Day  
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 Article, if any holiday shall fall on a day when students are present, the school district may designate an alternate date on which such holiday shall be observed by giving thirty (30) calendar days' notice thereof.

This approval must be requested at least fourteen (14) calendar days prior to the holiday. Unexcused absences before or after a holiday shall cause a forfeiture of pay for both the day of the unexcused absence and the holiday.

**ARTICLE VII  
LEAVES OF ABSENCE**

**A. PERSONAL FAMILY ILLNESS OR DISABILITY**

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

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

Personal/Family illness or disability leave shall be pro-rated, depending on the number of hours per day the employee works. Personal/family illness or disability leave may be accumulated to a maximum of one hundred ninety (190) days for 10 month employees, two hundred ten (210) days for 11 month employees and two hundred thirty (230) days for 12 month employees. Personal/family illness or disability leave pay shall be approved by the responsible administrator after submission of an Absence from Duty form.

Family illness is to be used for immediate family. Immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law, grandparent or grandchild.

A request may be made for a certificate from a medical doctor in instances of personal illness and family illness.

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

**B. BEREAVEMENT**

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, husband, wife, brother, sister, mother-in-law, father-in-law or grandchild. In case of death of other relatives, one (1) day of absence with lull pay shall be granted. Other relatives shall be construed to mean son-in-law, daughter-in-law, grandmother, grandfather, sister-in-law, brother-in-law, aunt or uncle.

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

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

C. EMERGENCY

Leave for situations that arise that are emergency in nature will be used as vacation by providing notice before the start of the shift or departure during the workday.

D. JURY DUTY

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

E. MILITARY

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

F. GENERAL LEAVE

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

G. PRO RATA

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

**ARTICLE VIII  
SENIORITY RIGHTS**

A. DEFINITION

For the purpose of this Article, seniority shall mean total continuous years of service in the school district.



B. POSITION CHANGES

In the event of the creation of new positions or promotions, seniority rights shall prevail where qualifications justify. If disagreements or grievances are filed regarding qualifications, an arbitration committee consisting of the following persons shall have final decision: Executive Director–Human Resources, Manager–Buildings and Grounds, two (2) organizational representatives who must be employees of the District and the trade foreman.

**ARTICLE IX  
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) 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 Manager Buildings and Grounds or 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 Manager Buildings and Grounds. The grievant shall present to the Manager–Buildings and Grounds a written copy of the grievance within ten (10) days of the date of occurrence of the alleged violation. The written grievance shall state the nature of the grievance, the specific provisions of the Agreement allegedly violated, and the relief requested. The Manager–Buildings and Grounds 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 Associate Superintendent–Human Resources. The grievant shall present to the Associate Superintendent and Human Resources a written copy of the grievance within seven (7) days of the written decision at step two by the Manager–Buildings and Grounds. The Associate Superintendent–Human Resources shall make a decision on the grievance and communicate it in writing to the employee within ten (10) days after the receipt of the grievance.
4. If the grievance remains unresolved, the grievant may file the grievance in writing with the Superintendent or designee. The grievant shall present to the Superintendent or designee a written copy of the grievance within seven (7) days of the administrator's written decision at step three. Within ten (10) days after such written grievance is filed, the grievant and Superintendent or designee shall meet to consider the grievance. The Superintendent or designee shall make a decision on the grievance and communicate it in writing to the employee within ten (10) days after such meeting.
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.

D. MISCELLANEOUS

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 forum 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 X  
MISCELLANEOUS**

A. 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 electronic 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 Superintendent's Office  
2500 Edgewood Road  
Cedar Rapids, Iowa 52405
2. If by school district, to Union at: Mike Scarrow  
PPME Local2003  
P.O.Box219  
Solon, Iowa 52333

**ARTICLE XI  
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, 2019 and shall continue in effect through June 30, 2024.

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.

Public, Professional & Maintenance  
Employees, Local 2003  
P.O. Box 219  
Solon, Iowa 52333

s/i Joseph Kenney 6/9/2020  
Union Representative & Date

Cedar Rapids Community  
School District  
2500 Edgewood Road  
Cedar Rapids, Iowa 52405

 6/29/2020  
President, Board of Directors & Date

s/i Linda Noggle 6/15/2020  
District Representative & Date

**SCHEDULE A  
PAINTERS' HOURLY ADJUSTMENT**

Hourly rate for 2020-2021 is a 65 cent increase for a new hourly rate of \$34.40.

Start	Step 1	Step2	Step 3	Step 4
\$25.30	\$26.30	\$27.30	\$28.30	\$29.30

Employees hired after July 1, 2012 shall begin at the Start step and advance to the next step on the above schedule upon the anniversary of the employee's original date of hire as follows:

- Start – first 12 months
- Step 1 – 1 year of service
- Step 2 – 2 years of service
- Step 3 – 3 years of service
- Step 4 – 4 years of service (base hourly rate)

Painter, Foreman      \$1.50

\*\*Applies to work defined in Article II, Section A.