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# AGREEMENT

between

SEIU, Local 199  
Educational Office Professionals

and the

Cedar Rapids Community School  
District

Cedar Rapids, Iowa

2018-2023  
(2020-2021)

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**ARTICLE I  
RECOGNITION AND DEFINITIONS**

A. UNIT

The Cedar Rapids Community School District hereby recognizes Service Employees International Union, Local 199, as the certified exclusive bargaining representative for all personnel employed by the school district as set forth in the PERB certification instrument (Case #5317) issued by the PERB on June 6, 1995. This shall include all such personnel on an authorized leave of absence but shall not include any position which is supervisory or administrative in nature.

The unit described in the above certification is as follows:

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

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

B. DEFINITIONS

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

7. The term “step,” as used in this Agreement shall refer to the vertical placement on Schedule A.
8. The term “classification,” as used in this Agreement shall refer to the positions listed on Salary Schedule A.

## **ARTILCE II WORKDAY AND WORK WEEK**

### **A. WORKDAY**

The “regular workday” shall consist of eight (8) hours, exclusive of lunch.

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

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

### **B. WORK WEEK**

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

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

## **ARTICLE III**

## **BASIC COMPENSATION**

### **A. RATES OF PAY**

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

### **B. PAY INCREASES**

New Employees hired into the bargaining unit will be paid according to the starting wage in Schedule A. Employees hired on or prior to June 30 will be paid the working wage starting July 1. Employees who currently earn the working wage who transfer within the bargaining unit will be paid the working wage in the new pay category. Employees who transfer within the starting wage period will continue to receive the starting wage in the new pay category until the working wage is due according to the original hire date.

### **C. HIRING AND PLACEMENT OF EMPLOYEES**

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

### **D. METHOD OF PAYMENT**

Pay days shall be established by the payroll department prior to the beginning of each work year. Normally, pay days shall be every other Friday, except when such Friday falls on a holiday, in which case the pay day shall be on the last previous working day.

## **ARTICLE IV OVERTIME**

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

Time and one-half shall be paid for all work performed on a Sunday or a holiday. This shall be in addition to any regular holiday pay.

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

## **ARTICLE V PAID TIME OFF**

The following schedule shall be used to determine paid time off:

<b>Employee Group</b>	Less than 1 Year	1st Year	2nd Year	5th Year	10th Year	15th Year
Twelve Month Secretaries	Pro-rated	8	13	18	23	28
Eleven Month Secretaries	Pro-rated	8	13	18	23	23
Ten Month Secretaries	Pro-rated	8	13	18	18	18
Nine Month Secretaries	Pro-rated	8	13	13	13	13

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

The District shall have full discretion regarding procedures related to administering all paid time off. The District's decisions shall not be grievable.

## **ARTICLE VI LEAVES OF ABSENCE**

### **A. ILLNESS BANK**

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

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

Illness leave may be used for personal illness or immediate family illness. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, grandchild, mother-in-law, father-in-law, daughter-in-law, or son-in-law. The Illness Bank will accumulate to a maximum of one hundred eighty (180) days for 9-month employees, one hundred ninety (190) days for 10-month employees, two hundred ten (210) days for 11-month employees, and two hundred thirty (230) days for 12-month employees. Illness leave pay shall be approved by the responsible administrator. A request may be made for a certificate from a health care provider from those individuals who are frequently absent from their duties because of personal or family illness or from those who are absent for an extended period of time.

Employees who exhaust all accumulated leaves and who remain unable to work due to serious illness, may be granted an additional leave of absence as an accommodation.

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

B. BEREAVMENT

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

In the event of death in the immediate family, an employee shall be granted a leave of absence not to exceed five (5) days, at the time of such death. The leave granted shall be without loss of salary or deduction from personal illness, but it shall not be cumulative. The immediate family shall mean father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather or grandchild.

In case of death of other relatives, up to one (1) day of absence with full pay shall be granted. Other relatives shall be construed to mean aunt or uncle.

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

The amount of leave allowed under this provision is subject to the discretion of the responsible administrator.

C. EMERGENCY

Emergency leave has been included in the PTO bank.

D. PERSONAL LEAVE

Personal leave has been included in the PTO bank.

E. RELIGIOUS OBSERVANCE

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar and only when there is no opportunity to attend this observance outside of school hours may be excused by the responsible administrator without loss of salary.

F. JURY DUTY

An employee called for jury duty, shall continue to receive full salary compensation less the amount of money paid for such service. The employee must submit the jury duty form provided by the court to the Superintendent or designee. When a juror is not required to be available for full-time jury duty, the employee is expected to report for regular work.

G. UNION LEAVE

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

H. PROFESSIONAL

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

I. GENERAL LEAVE

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

J. PRORATA

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

K. FAMILY AND MEDICAL LEAVE ACT

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

**ARTICLE VII  
HEALTH PROVISIONS**

A. SAFETY

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

**ARTICLE VIII  
SENIORITY**

A. DEFINITION

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

B. SENIORITY CALCULATION

Employees shall receive seniority based on their hire date.

C. PROBATION

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

**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: A "grievant" is the person(s) or the Union making the allegation.
3. Day: As used herein, "day" shall mean employee working day. The time limits provided herein may be extended by mutual agreement.

B. PROCEDURES

- Level 1: Principal or immediate supervisor (Informal). An employee with a grievance shall first discuss the grievance with the principal or immediate supervisor, with the object of resolving the matter informally.
- Level 2: Principal or immediate supervisor (Formal). If the grievance cannot be resolved informally the grievant may file the grievance in writing, with the building principal or immediate supervisor. The written grievance shall state the nature of the grievance, the specific provisions of the Agreement allegedly violated, and the relief requested. The filing of the formal, written grievance at level two must be within twenty (20) days from the date of occurrence of the event giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence. The building principal or immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Union within ten (10) days after receipt of the grievance, provided at the request of the building principal or immediate supervisor, a meeting shall be held with the grievant to discuss such grievance, in which event the building principal or immediate supervisor shall have additional time to respond. Such additional time shall not exceed fifteen (15) days from receipt of the grievance or ten (10) days from the date of the meeting, if held, whichever shall be the lesser.
- Level 3: In the event a grievance has not been satisfactorily resolved at the second level, the grievant may file, within ten (10) days of the principal's or immediate supervisor's written decision at the second level, a copy of the grievance with the Executive Director of Human Resources or designee. Within seven (7) days after such written grievance is filed, the grievant and the Executive Director of Human Resources or designee shall meet to consider the grievance. The Executive Director of Human Resources or designee shall file an answer within ten (10) days of such meeting and communicate it in writing to the employee and the Union.
- Level 4: If the grievance is not resolved satisfactorily at level three, the grievance may be submitted to impartial, binding arbitration. To enter such arbitration, the Union shall submit a written request on behalf of the Union and the grieving employee(s) to the Executive Director of Human Resources or designee within thirty (30) days from receipt of the level three answer. The arbitrator shall be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator, within seven (7) days the Public Employment Relations Board shall be requested to provide a panel of at least five (5) arbitrators, from which a selection shall be made in accordance with these practices: The Union shall request a list of five (5) arbitrators from the Public Employment Relations Board. The arbitrator shall be selected by the two parties using an alternating strike-through process, with the first

strike-through determined by a coin toss and repeating the process until one arbitrator remains.

The costs for the services of the arbitrator, and the cost of the hearing room shall be borne equally by the school district and the Union. Expenses relating to either party's representatives or witnesses, and other expenses incurred by either party in presenting its case shall be borne by each party. A transcript or recording shall be made of the hearing at the request of either party; however, the party requesting the copy of the transcript or recording shall pay for such copy. The arbitrator so selected shall hold hearing(s) unless such hearing(s) are waived, and shall issue her/his decision not later than twenty (20) days from the date of the close of the hearing(s) unless mutually extended by both the District and the Union. The arbitrator, in his/her decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her, and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

C. GROUP GRIEVANCE

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

D. REPRESENTATION

The grievant(s) shall be present at all meetings, and at the option of the grievant(s) may be represented at such meetings by a representative of the Union. When an employee is not represented by the Union, the Union shall have the right to be present at all levels, and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

E. MISCELLANEOUS

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

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

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

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

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

## **ARTICLE 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 fax, e-mail or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Union, to school district at:      The Office of Human Resources  
Cedar Rapids Community School District  
2500 Edgewood Rd NW  
Cedar Rapids, Iowa 52405
  
2. If by school district, to Union at:      SEIU, Local 199  
6 Hawkeye Drive, Suite 103  
North Liberty, Iowa 52317

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

## **ARTICLE 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 referenced or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

C. TERM

This Agreement shall be effective as of July 1, 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.

D. SIGNATURECLAUSES

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

SERVICE EMPLOYEES INTERNATIONAL  
DISTRICT  
UNION, LOCAL 199

CEDAR RAPIDS COMMUNITY SCHOOL

By s/i Becky Micka-Rolwes June 10, 2020  
SEIU, Local 199 Date

  
By 06/29/2020  
President, Board of Directors Date

s/i Patricia Muenzenmeyer June 10, 2020  
SEIU, Local 199 Date

s/i Linda Noggle June 10, 2020  
Executive Director Human Resources Date

**SCHEDULE A  
SECRETARIAL-CLERICAL EMPLOYEES  
2020-2021**

	A	B	D	E	F
Working Wage	\$14.43	\$14.71	\$15.12	\$15.46	\$15.89
A	Mail Distribution Clerk Clerk-Typist		B.	Attendance Secretary Media Secretary	
D.	Health Secretary Accounting Clerk II Transportation Clerks		E.	Activities Secretary Counselor Secretary Associate Principal Secretary	
F.	Principal's Secretary ELS Secretary Bookkeeper Accounting Clerk I				

The following longevity differential shall be paid:

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