

AGREEMENT

Between the

FOOD SERVICE EMPLOYEES

Represented by

**International Brotherhood of
Teamsters Local Union #120**



and

**DUBUQUE COMMUNITY SCHOOL
DISTRICT
BOARD OF EDUCATION**

July 1, 2019 to June 30, 2023

TABLE OF CONTENTS

Article 1 – Preamble	1
Article 2 – Recognition	1
Article 3 – Union Representatives, Access to Employees & Notices	1
Article 4 – Dues Deduction	2
Article 5 – Paydays.....	3
Article 6 – Salary Schedule and Longevity Pay	3
Article 7 – Physical Examination.....	3
Article 8 – Sick Leave.....	4
Article 9 – Leaves.....	4
Article 10 – Grievance Procedure	4
Article 11 – Holidays.....	8
Article 12 – Seniority, Probation and Layoff.....	8
Article 13 – Posting/Filling of Vacancies	9
Article 14 – Hours/Days of Work	10
Article 15 – Cancelled School Days	11
Article 16 – Public Employer Rights	11
Article 17 – Management Rights	11
Article 18 – Job Security	12
Article 19 – Duration	12
Schedule A – Grievance Report	13
Schedule C – Salary Schedule.....	15
Schedule D – Leave of Absence Request Form.....	16
Schedule E – Daily Vacancies Sign-Up Form	17

ARTICLE 1 - PREAMBLE

The parties recognize the necessity of providing an educational program of high quality for the students of the Dubuque Community School District.

The parties recognize a mutual aim to promote harmonious and cooperative relationships among the Employer, the Association, and the employees covered by this Agreement, to assure effective and efficient operation of the Dubuque Community School District, and to protect the rights of all such parties as guaranteed in the Iowa Public Employment Relations Act.

The intent and purpose of this Agreement is to set forth the negotiated understandings of the parties, and to provide procedures for the prompt and equitable resolution of grievances.

ARTICLE 2 - RECOGNITION

2.1 - The Employer recognizes the Union, an affiliate of the International Brotherhood of Teamsters, as the certified exclusive and sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's Certification in Case No. 2248, issued June 22, 1982. The term "employee", when used in this Agreement and as specified in such certification shall mean all regular full-time and part-time Food Service (sometimes referred to as Cafeteria) employees assigned to work in the classification of cook manager, assistant cook manager, head cashier, assistant cashier, and food service worker; but excluding the Food Service Manager, Assistant Manager, Food Service Office Secretary, Board Secretary, Food Service Bookkeeper and those persons excluded by Section 4 of the Public Employment Relations Act. (Section 20.4, Code of Iowa 1975).

2.2 - Definitions - When used in this Agreement, the following terms shall have the following meanings:

a) The term "Employer" shall mean the Dubuque Community School District, or when specified hereinafter, its Board of Education or other representatives or agents.

b) The terms "Employee" or "Employees" shall mean those employees represented by the Union and specified in the Public Employment Relations Board Certification described in Section 2.1 above.

c) The term "Union" shall mean the Teamsters Local Union #120 or its duly authorized representatives or agents.

ARTICLE 3 - UNION REPRESENTATIVES, ACCESS TO EMPLOYEES AND NOTICES

3.1 - Union Representatives - The Employer shall recognize as Union Stewards or Union Committee persons representing the Union only those employees officially designated as such, in writing, by the Union. The Union shall provide a written list of the names of the Union Stewards, together with such reasonable evidence of designation as the Employer may request, immediately after each such designation or change of such designation by the Union.

3.2 - Access to Employees - Representatives of the Union who are not employees of the Employer will have access to employees on employees' non-working time to investigate complaints, provided that such access shall not interfere with or interrupt the normal operations of the school

system. Advance notice of intended access to employees on the property of the Employer shall be given to the employees' immediate supervisor.

3.3 - Union Notices - The Union shall have the right to post notices of Union meetings, its elections and the results thereof, its social and educational activities, and other such notices as may be mutually agreed upon between the Union and the Employer. Such notices may be posted in buildings, owned and/or maintained by the District, on one (1) bulletin board designated by the Employer. No such notices shall be posted in areas open to students or the public.

No other place on the Employer's premises except such bulletin boards as designated by the Employer, shall be used by the Union or employees for the posting of notices, advertisements or information of any kind.

The Union agrees to hold the Employer and any of its agents and representatives harmless against any claims or liability and all costs, including but not limited to court costs and attorney's fees, arising out of the operation of this provision.

ARTICLE 5 - PAYDAYS

5.1 - Payday shall be determined in advance by the Business Office and the schedule of paydays shall be filed with the employees each year.

ARTICLE 6 - SALARY SCHEDULE AND LONGEVITY PAY

6.1 – Salary Schedule C for Food Service employees will be utilized for Contract years covered by this Agreement.

6.2 – Longevity Pay – The Employer shall pay Food Service Employees who have completed the number of consecutive contract years of service with the Employer specified below, the following longevity payments.

Completion of Consecutive Number of Years Service with the Employer by the end of August of each Year	Additional Compensation Per Hour
5 years	\$.30
10 years	\$.35
15 years	\$.40
20 years	\$.45
25 years	\$.50

ARTICLE 7 - PHYSICAL EXAMINATION

7.1 - New Employees – All new employees after initial employment and, at their own expense, shall provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease.

ARTICLE 8 - SICK LEAVE

8.1 - Accumulative Benefit - The District will grant fifteen (15) days of sick leave per year per employee up to a maximum accumulation of 155 days. New hired employee (hired after July 1, 2015) will receive ten (10) days the first year, eleven (11) days the second year, twelve (12) days the third year and one (1) additional day each year until the maximum is reached. These days will be pro-rated on an hourly basis each year for those employees working less than full time.

8.2 - Medical Notification - All employees will be required to present medical evidence of sickness or injury for sick leave of three (3) days or more or in cases where the Administration suspects an abuse of sick leave. The Administration may, however, request a doctor's statement regarding a cafeteria employee's reason for absence or state of health at any time.

8.3 - Family Illness Leave - In the event of serious illness or injury of a child, spouse, brother, sister, mother, father, grandchild, mother-in-law, or father-in-law, an employee may be granted Family Illness Leave charged against accumulated sick leave. Employees will be entitled to six (6) days with said day(s) non-accumulative from one Contract year to the next Contract year. Family Illness Leave cannot be used in less than one-half (1/2) day increments and in cases where the Administration suspects an abuse of Family Illness Leave, the Administration may require medical evidence of such illness or injury at the employee's expense.

8.4 - The District will comply with the provisions of the Federal Family Medical Leave Act (F.M.L.A.).

ARTICLE 9 - LEAVES

9.1 - Bereavement Leave - The District will allow up to five (5) working days of paid bereavement leave for a death in the employee's spouse or child. The District will allow four (4) working days of paid bereavement leave for a death in the employee's immediate family providing the employee attends the funeral or memorial service. Immediate family is defined as mother, father, brother, sister, step parents, step children, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, grandmother or grandfather. In the event of the death of an employee's brother-in-law or sister-in-law, the employee shall be granted two (2) working days of paid bereavement leave to attend the services. Days taken for bereavement leave will be pro-rated on an hourly basis for those employees working less than full-time.

Employees may be granted up to one (1) working day leave of absence with pay in the event of death of a friend or relative outside the employee's immediate family as defined but with bonds so close that good taste demands attendance at the funeral. The one (1) working day paid bereavement leave will be limited to a maximum of three (3) paid leaves per year. Additional Bereavement Days without pay may be requested and will be granted by the District.

9.2 - Personal Leave - Each employee will be allowed three (3) Personal Days with pay, without accumulation, each school year for personal purposes. Personal Leave will be granted upon two (2) days prior written notice to the employee's immediate supervisor and approval by the Food Service Manager or designee. Personal Leave shall be utilized in not less than full day increments and must be used prior to the granting of any leave without pay. Food Service employees working more than five (5) consecutive hours per day may utilize personal leave in one-half (1/2) day increments following the same guidelines as listed previously.

In the event that an employee is called away from work for a situation judged as an emergency by the employer, the two (2) day advance personal leave notice requirement may be waived by the Superintendent or designee. In these emergency situations personal leave must be utilized in partial day increments. Employees maintaining less than one (1) day of personal leave due to emergency use may arrange for the utilization of said partial personal leave day with the employee's immediate supervisor subject to approval by the Food Service Manager or designee. Partial personal leave days must be used prior to the granting of any leave without pay.

An employee who has scheduled a personal leave day either before and/or after a holiday shall not be disqualified for holiday pay if the employee is forced to use personal leave time for an emergency that occurs prior to the scheduled personal leave day. This clause shall apply only if the paid personal leave day was scheduled at least 30 calendar days in advance of the holiday (in question) and the employee receives prior approval to leave work or not to report to work from the Food Service Manager or designee who determines that the employee's absence qualifies as an emergency. The decision of the Food Service Manager or designee is final in this matter and not subject to the grievance procedure of the contract. Additionally, this clause shall not apply if the emergency occurs prior to the employee requesting use of personal leave before or after the holiday.

9.3 - Other Leaves of Absence – Other temporary leaves of absence of five (5) days or more must be requested in writing on a form (Schedule D) provided by the District and submitted to the Superintendent or designee. The employee must provide a two (2) week notice when the leave is foreseeable. Such leaves of absence may be granted at the discretion of the employer with or without pay.

9.4 - Jury and Legal – An employee required to perform jury duty or to appear and testify in any judicial proceeding during the employee's working time shall be granted leave for such purposes and shall receive the difference between the employee's normal compensation and the compensation received for such duty. Employees shall return to work for the remainder of their workday if they are dismissed or released from judicial proceedings (copy of release provided to Employer) which occur in Dubuque County or a county seat within a 50 mile radius of Dubuque. The employee shall have one and one-half (1½) hours after being dismissed from duty to report to work when at least two (2) hours or more of their regularly scheduled workday remains. The employee shall provide to the employer a copy of the court document notifying the said employee of the requirement to report for jury duty or a copy of a subpoena if required to appear and testify in any judicial proceeding.

Any employee who is absent from work by reason of attendance at any court proceeding in which the employee is a litigant or party, or an officer, director, agent, or representative of a litigant or party shall receive no compensation from the Employer for such absence.

An employee serving on a federal jury for an extended period of time (defined as four (4) months or more) may request that the School District pay the employee his/her normal compensation. The employee would in turn reimburse the District for compensation received for an extended term in the federal court system.

9.5 - Union Leave – Officers and representatives of the Teamsters Union may be granted a total of six (6) working days leave (without accumulation), with pay, each school year for official Union business upon five (5) days advance written notice to the Superintendent or designee. When a substitute is hired to replace an employee using such leave, the Union will pay to the District the cost up to the hourly rate paid the employee on leave.

9.6 Unpaid Leave – Unpaid leave may be granted for emergency situations or personal situations that would require time away from work without pay. Unpaid days may only be used if all personal leave time has been used. Unpaid leave requests may be denied at any time. There is no guarantee that unpaid leave will be approved. If possible all requests for unpaid leave need to be made at least two days prior to the actual day(s) off. Any requests for unpaid leave that are for more than two days need to be made at least two weeks prior to the leave. Past use of unpaid leave will be considered before granting additional unpaid leave. Unpaid Leave shall be utilized in not less than full day increments. Food Service employees working more than five (5) consecutive hours per day may utilize unpaid leave in one-half (½) day increments.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 - Purpose - The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

10.2 - Definition - A "Grievance" is defined as a claim by the employee or the Union that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

10.3 – Procedure

10.3.1 - Level One - The employee shall attempt to resolve the grievance informally within twenty (20) working days of the event giving rise to the grievance by informal discussion with the Food Service Manager. The employee may be accompanied by a Union representative of his/her choosing. The Food Service Manager will reply orally or in writing to the employee within five (5) working days after discussion of the grievance.

10.3.2 - Level Two - If after discussion with the Food Service Manager at Level I the grievance is not settled and the employee wishes to appeal the grievance to Level II, the employee will reduce the grievance to writing (on the form attached to this Agreement as Schedule A) and submit it to the Chief Finance Officer within ten (10) working days after receipt of the Food Service Manager's oral or written answer. The written grievance shall contain a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought.

The Chief Finance Officer shall provide a written answer to the employee, with a copy to the Union within ten (10) working days after receipt of the written grievance.

10.3.3 - Level Three - If the grievance is not settled at Level II and the employee wishes to appeal the grievance to Level III, the written grievance shall be submitted to the Superintendent or designee within ten (10) working days after receipt of the Chief Finance Officers' written answer. The Superintendent or designee shall meet with the employee and representatives of the Union within five (5) working days after receipt of the grievance. The Superintendent or designee will provide a written answer to the grievant, with a copy to the Union, within ten (10) working days of such meeting.

10.3.4 - Level Four

(a) If the employee or the Union is not satisfied with the disposition of the grievance by the Superintendent or designee or if no disposition has been made within the time limits, the employee and the Union shall meet within five (5) working days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

(b) If the Union determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) working days.

(c) Within ten (10) working days after written notice to the Superintendent or designee of submission to arbitration, the Superintendent or designee and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request of a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties shall within three (3) days thereafter, in that order, alternately strike a name from the list and the fifth and remaining name shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a decision not later than fifteen (15) working days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties.

(e) The costs for the services of the arbitrator including per diem expenses, if any, actual and necessary travel expenses, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Union. Any other expenses incurred shall be paid by the party incurring said expenses.

10.4 - Time Limits - The failure of an employee or the Union or its representatives to initiate or appeal a grievance to the next level within the time limits specified above shall bar further appeal provided, however, that any such time limits may be extended by mutual agreement.

10.4.1 - Time Limits - The failure of the employer to respond to a grievance within the specified time limits will authorize the employee to present the grievance in person to the next level.

10.5 - Released Time - All grievances will normally be done at times which do not interfere with the scheduled work activities of the employees involved. When it is necessary for an employee and a Union representative to meet regarding a grievance processing during the workday, said employee and representative shall be released without loss of compensation. In addition, the immediate supervisors shall be given at least twenty-four (24) hours advance notice before released time is granted. Reasonable time limits may be placed by the Employer. These limits are to reflect the needs of the Employer and the grievant and representative in the particular situation, giving full consideration to all parties involved.

10.6 - Employee and Union - Any employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present beginning at Level II as a party of interest and shall have the right to grieve any adjustment of the employee's complaint, if such adjustment is inconsistent or contrary to the provision of this Agreement.

10.7 - Group Grievance - To avoid the filing of multiple grievances by employees with identical claims, a group grievance may be submitted in writing to the Executive Director of Finance and Business Services commencing at Level II with a copy to the Manager of Food Service.

10.8 - Separate Grievance File - All documents, communications and 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.

10.9 - Meetings and Hearings - All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this article.

ARTICLE 11 - HOLIDAYS

11.1 - The District will pay according to this Contract, the following holidays:

Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Good Friday

To be eligible for holiday pay, an employee must be employed at least twenty-two (22) working days, and must have worked his/her last scheduled workday preceding the holiday and his/her first scheduled full workday following the holiday.

Regular employees who are required to work on an approved holiday, shall be compensated for such work in accordance with the policies governing overtime. Said compensation shall be at the rate of one and one-half (1½) times the employee's regular hourly rate in addition to their holiday pay.

ARTICLE 12 – SENIORITY and PROBATION

12.1 - Seniority

a) Definition - Seniority shall be defined as an employee's continuous length of service with the Dubuque Community School District Food Service Department from his/her latest date of employment. If two or more employees have the same seniority date, seniority will be determined by lot.

The seniority of an employee shall terminate if the employee resigns, retires, is terminated or is laid off for a period of time exceeding one (1) calendar year.

b) Seniority List - The Employer shall provide the Union with a seniority list by October 15 of each year. Objections to the seniority list will be investigated, and will be corrected, if found to be incorrect.

12.2 - Temporary Appointments - Temporary appointments may be made to fill temporary positions or vacancies. Temporary employees, while so employed, shall not acquire nor gain any status either as a probationary employee or as a regularly appointed employee, and shall not acquire any seniority rights.

12.3 - Daily Vacancies - Employees within the building where the vacancy exists will be offered an opportunity to request consideration to fill the vacancy provided the daily hours worked will be at least one-half (1/2) hour greater than the employee's scheduled daily hours. An Employee assigned to fill a daily vacancy shall receive his/her contracted rate of pay for the first ten (10) consecutive days of employment in the daily vacancy. Beginning on the eleventh (11th) consecutive day an employee assigned to fill a daily vacancy shall be compensated at the current rate of pay for the position but shall not be eligible for any additional benefits. The vacancy existing as a result of the reassignment shall be filled at the discretion of the Superintendent or designee. When an employee returns any reassigned employee shall return to his/her original position.

In the event an employee is off work on a long term absence (more than ten (10) working days) and the District needs to pull up Food Service Employees to cover the hours of the individual who is off, the employee who accepts those hours (by seniority) shall remain on those hours until the employee on long term absence has returned to work, or until the end of the school year.

When the employee on long term absence returns to work, the employee who accepted those hours will be returned to his/her original hours. However, in the event that a junior pull up employee is working the hours of another employee on long term absence, then the senior pull up employee who has just been relieved, shall have the choice of those hours or of returning to his/her original hours. If the senior pull up employee chooses the hours of the employee still on long term absence, the junior pull up employee will return to his/her original hours.

Food Service Workers may elect to be contacted or may elect not to be contacted for pull-up work. Such election must be submitted to the appropriate cook manager on a form provided by the District. (See Schedule E.) Food Service Workers who request not to be pulled up will be ineligible for pull-up work for the remainder of the school year. Food Services Workers who have signed to accept pull-up work will make themselves available when contacted.

12.4 - Probationary Period - New employees shall be on probationary status for a period of eighty (80) working days.

ARTICLE 13 - POSTING/FILLING OF VACANCIES

13.1 - Posting of Vacancies - School Year - During the school year the Superintendent or designee, agrees to post for five (5) working days a list of all vacancies and one additional vacancy if the vacancy created by resignation or termination is filled by reassignment. All subsequent vacancies shall be filled at the discretion of the Superintendent or designee. All seven (7) hour positions will be posted continuously until filled. No more than two (2) vacancies will be posted as a result of any one resignation, unless the third (3rd) vacancy is greater than two (2) hours, in that case the third (3rd) vacancy will be posted. The vacancy list will be posted on the Hub on the District website. All employees desiring consideration for a posted vacancy must submit a Transfer Request Form to the District Human Resource Services office during the five (5) working day posting period. Requests received prior to or following the five (5) working day posting period will not be considered. The

District will send to the Union a copy of job postings and a list of employees who bid on said openings after the five (5) working day posting period.

13.2 - Filling of Vacancies - School Year - Selection of the person to fill a posted vacancy shall be on the basis of training, skill and ability. In the event two or more applicants for a vacancy are determined to be relatively equal in training, skill and ability the vacancy shall be filled on the basis of District seniority. In the event that a change in service dictates a need to increase an employee's time by thirty (30) minutes or less, the Employer will not be required to post this additional time.

Employees requesting consideration for and awarded a posted vacancy shall be ineligible to apply for or be awarded a posted vacancy for the balance of the current contract year unless the position would add 30 minutes or more per day to their current position.

Any employee requesting consideration for a vacancy and refusing to accept the position, if offered, shall be ineligible to request a reassignment for the balance of the current contract year. Vacancies created as a result of a resignation or termination in the classification of Cook Manager or Assistant Cook Manager shall be filled at the discretion of the Superintendent or designee.

13.3 - Vacancies - Outside the Normal School Year - Vacancies created as a result of resignation or termination during the summer shall be posted within 15 days of the first day of classes for the ensuing school year. Posting of these vacancies shall be as outlined in section 13.2 – Filling of Vacancies - School Year. Vacancies created as a result of a resignation or termination in the classification of Cook Manager or Assistant Cook Manager shall be filled at the discretion of the Superintendent or designee.

13.4 - The District will post Cook Manager and Assistant Cook Manager vacancies, however, said posting is for informational purposes only and shall not count as one of the two postings required under Section 13.1 of this Article.

13.5 - Food Service Employees who are under contract in a regular position and wish to bid on a breakfast position to supplement their current contracted hours, may do so as long as it does not conflict with their regular bid hours. If the employee is awarded the position, said employee will still remain eligible to apply for or be awarded a posted vacancy for the balance of the current contract year. All other conditions in Article 13.2 will apply.

ARTICLE 14 – HOURS/DAYS OF WORK

14.1 - Hours - Hours of work will be determined by the Food Service Manager or designee. Any change in hours shall be approved by the Food Service Manager. All regular shifts, excluding breakfast shifts and excluding "special events," shall be no less than one and one-half (1½) hours of work as directed by the immediate supervisor. Food Service employees who are not bid/holding a thirty (30) hour or more per week position will be limited on picking up extra hours regardless of seniority, to avoid exceeding the 29.5 hour per week limit on less than full time positions.

14.2 - Break - All employees working five (5) consecutive hours or more per day shall be allowed a thirty (30) minute duty free lunch break without compensation. All employees working six (6) consecutive hours or more per day shall be allowed a fifteen (15) minute paid break. All breaks are to be scheduled by an immediate supervisor to meet the operational requirements of the Food Service Department.

14.3 - Overtime - It is the policy of the Board of Directors to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet the operational requirements of the School District.

Overtime work shall include only that authorized work performed by the employee which exceeds forty (40) hours per week. Authorized overtime work may be performed only at the direction of the Food Service Manager or designee.

All overtime shall be paid at one and one-half (1½) times the employee's regular hourly rate.

14.4 – Term of Employment – All employees of the Food Services shall be employed on a basis which is consistent with the school calendar for the actual number of days when their services are required by their job assignment. On days when students are in attendance, food service personnel are required to work their regular schedules. Attendance will be mandatory for eight (8) hours of annual continuing education/training required by Federal, State, and Local regulations and policies. Kitchen Managers and Assistant Managers will be required twelve (12) hours of annual continuing education/training. Education training held outside the normal school year will not be held more than ten (10) calendar days prior to the start of the school year and the Food Service employees will be notified of the date(s) prior to the end of the current school year. New Food Service employees will be required to attend a two (2) hour Food Safety Training/Orientation with pay.

ARTICLE 15 - CANCELLED SCHOOL DAYS

15.1 - On days when school is cancelled less than thirty (30) minutes before an employee is scheduled to report, such employee shall be guaranteed a minimum of two (2) hours of pay if they actually report to work. An employee who reports to work because they were not given the above referenced prior notice and are subsequently put to work, shall be allowed to leave after completion of any put away and clean up if required by the Food Service Nutrition Manager or designee. Employees who request to leave early prior to any clean up or put away will only be paid for the actual hours worked and will waive the guarantee. An employee scheduled for an approved leave of absence or an employee calling in sick shall not be considered as reporting for work and shall not be eligible for the two (2) hour guarantee referred to above.

ARTICLE 16 – PUBLIC EMPLOYER RIGHTS

16.1 See Section 20.7 of the Code of Iowa or the Iowa Public Employment Relations Act.

ARTICLE 17 - MANAGEMENT RIGHTS

17.1 - Employer Rights - The parties understand and agree that the Employer shall have the exclusive right to:

- a. Direct the work of its employees.
- b. Hire, promote, demote, transfer, assign, and retain employees.
- c. Suspend or discharge employees for proper cause.
- d. Maintain the efficiency of its operation.
- e. Relieve 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 Employer's operations are to be conducted.
- g. Take such actions as may be necessary to carry out the mission of the Employer.
- h. Initiate, prepare, certify, and administer its budget.
- i. Exercise all powers and duties granted to the Employer by the law.

SCHEDULE A - GRIEVANCE REPORT

_____ Date Filed

Building(s) _____

Name of Employee(s)

LEVEL TWO

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature of Employee

Date

Signature of Union Representative

Date

E. Disposition by Chief Finance Officer:

Signature of Chief Finance Officer

Date

**DUBUQUE COMMUNITY SCHOOL DISTRICT
FOOD SERVICE PERSONNEL**

SALARY SCHEDULE C

Effective July 1, 2019 through June 30, 2023

	Salary Schedule			
	2019/20	2020/21	2021/22	2022/23
1. Food Service Workers – Part-Time (Six Hours Per Day or Less)	\$14.24	\$14.59	TBD	TBD
2. Food Service Workers – Full-Time (More Than Six Hours Per Day)	\$14.52	\$14.87	TBD	TBD
3. Central Kitchen Manager	\$18.02	\$18.37	TBD	TBD
4. High School Manager Middle School Manager	\$16.57	\$16.92	TBD	TBD
5. Central Kitchen Assistant Manager Middle School Assistant Manager High School Assistant Manager	\$15.92	\$16.27	TBD	TBD

SCHEDULE D – LEAVE OF ABSENCE REQUEST FORM

Name _____ Employee # _____

Assignment _____ Building _____

I would like to request a temporary leave of absence of five (5) days or more for the following dates:

Reason for leave of absence (provide specific details) _____

Please submit form to the Chief Human Resources Officer. I understand such leave of absence may be granted at the discretion of the employer with or without pay.

Signature

Date

SCHEDULE E – DAILY VACANCIES SIGN-UP

____ I elect to be contacted for pull-up work.

____ I elect not to be contacted for pull-up work.

I understand this request will be in effect beginning with the date listed below until the end of 200 __/200__ school year.

Signature

Date