

AGREEMENT

Between the

MAINTENANCE PERSONNEL

Represented by

CARPENTERS LOCAL #678

and the

DUBUQUE COMMUNITY
SCHOOL DISTRICT

July 1, 2020

to

June 30, 2024

1. Guiding Principle

The primary function of the buildings and grounds department of the Dubuque Community School District is to serve the educational program of the School District by providing necessary support services.

Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the employees now and hereafter employed in the bargaining unit, with respect to wages, hours of work, and all other terms and conditions of employment. The bargaining unit shall be comprised of all employees engaged listed under the job classification in this collective bargaining agreement.

2. Organization

The Superintendent of Schools, appointed by the Board of Education, is the administrative head of the buildings and grounds department of the Dubuque Community School District and has administrative responsibility in this area.

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

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees.
3. Suspend, discipline or discharge employees for proper cause, as defined in *Lockhart v. Cedar Rapids Community School District*, 577 N.W. 2nd 845 (Iowa 1998), to-wit, “for any lawful reason, in other words, one violative of public policy.”
4. Maintain the efficiency of its operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

4. Employment

Any person seeking employment with the Dubuque Community School District shall complete an employment application provided by the Human Resource Services Department and be interviewed by the Manager of Buildings and Grounds or designee.

The Superintendent or designee has the responsibility of recruiting qualified candidates for employment and of maintaining records which will facilitate the development of employees to be considered for promotion within the department.

Carpenters Local #678, shall be notified by the Dubuque Community School District of all employment opportunities by written notice to be of assistance in finding the highest quality craftsman in the respective trade opening.

5. Term of Employment

All maintenance personnel shall be employed by the District under the terms of this Agreement confirmed by an annual letter of assignment.

6. Probation Period

New employees shall be on a probationary basis for a period of twelve (12) months and shall be dismissed by the Manager of Buildings and Grounds or designee if said probationary period is judged to be unsatisfactory. Any dismissals are to be reported in writing by the Manager of Buildings and Grounds or designee to the Superintendent or designee.

Insurance benefit coverage will begin the first of the month following the date of employment.

7. Hours of Work

Forty (40) hours, Monday through Friday, shall constitute a normal work week for full-time maintenance employees. Hours of work are to be determined by the Manager of Buildings and Grounds. These hours and the Monday through Friday work week will prevail unless conditions in the building do not permit.

8. Wage Classification - Paydays

All maintenance personnel are classified according to skill, training, and experience required for each position. The rate of pay for each position is based upon these qualifications as negotiated by the District and the Union. A copy of the Agreement between the District and the Union will be given to each full-time employee of the buildings and grounds department.

Paydays shall be determined in advance by the Payroll/Benefits Office, and the schedule of paydays shall be filed with the employees on July 1 of each year. The schedule of paydays shall include at least two paydays per month.

9. Holidays With Pay

The following are holidays for all full-time employees in the maintenance department of the Dubuque Community School District and will be paid at the rate of a regular working day.

Independence Day
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Jr. Day
Good Friday
Memorial Day

When one of the holidays enumerated above falls on a Sunday, the next following Monday shall be observed as a holiday, if school is not in session on that day. When one of the holidays

enumerated above falls on a Saturday, the preceding Friday shall be observed as a holiday if school is not in session on that day.

Maintenance personnel who may be required to work on an approved holiday shall be compensated for such work in accordance with the policies governing overtime.

All full-time employees must be employed at least twenty-two (22) workdays to be eligible for any paid holiday.

Any employee, not on vacation, authorized sick leave or under the care of a doctor, to be eligible for any paid holiday, must have worked the last scheduled full workday preceding the holiday and the first scheduled full workday following the holiday.

10. Length of Service Payment

The Employer shall make longevity payments to full-time employees covered by the Agreement who have completed the number of consecutive years of service with the Employer as of the end of July of each year according to the following schedule:

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

The Employer shall add the above specified longevity payments to the employee's regular rate of pay and shall pay the specified longevity payment on each employee paycheck during the course of the Contract year.

11. Vacation

Employees entitled to paid vacation must utilize same between July 1 and June 30 of the following school year in which the vacation was earned. The use of earned vacation must be approved by the manager of buildings and grounds or designee.

Full-time employees shall be entitled to paid vacation each year in accordance with the following rules and schedule:

Vacation schedule for grandfathered employees.

Completion of Number of Consecutive Years of Service by the End of July Each Year	Number of Weeks Vacation Per Year
1 year	1
2 through 6 years	2
7 through 14 years	3
15 or more years	4

Vacation schedule, effective July 1, 2022, employees will receive two weeks of vacation upon being hired. Vacation will be prorated according to the percentage of the contract employed.

Years of Service	Number of Weeks
Upon Hire	2 weeks (prorated according to hire date)
0-6 years	2 weeks
7-14 years	3 weeks
15 or more years	4 weeks

Vacation schedule, effective July 1, 2022, will receive two weeks of vacation upon being hired. Vacation will be prorated according to the percentage of the contract employed.

Every July employees will receive new vacation according to the schedule above. Credit for a year of service will be given, if employed more than one month in the fiscal year.

Vacation for employees under the new vacation schedule (effective July 1, 2022) will not be paid for earned vacation at the time of resignation, termination or retirement.

Employees on the payroll as of July 1 of a given contract year shall receive full vacation credit if they have worked at least eighty percent (80%) of the previous contract year. Absences charged against accumulated sick leave or vacation shall be computed as days worked in determining the eight percent (80%) attendance. Employees working less than eight percent (80%) of the previous contract year shall receive prorated vacation based on the percentage of days worked. In the first year of lay-off, failure to achieve eighty percent (80%) attendance shall have no bearing on consecutive years of service.

A scheduled holiday occurring during an employee's vacation does not count as a vacation day.

Vacations shall be scheduled so as to meet the operating requirements of the District with employee preference considered. The Manager of Buildings and Grounds shall have the authority to split the longer vacations, if necessary, for the continuing and efficient operation of the department.

There shall be no accumulation of earned vacation time or pay from year to year and no pay in lieu of vacation except in the case of employee separation while in good standing.

Employee shall apply to the Manager of Buildings & Grounds or designee to carry over up to a maximum of five (5) vacation days to an ensuing contract year. Carry over vacation days must be in full day increments and there shall be no pay in lieu of vacation pay except in the case of employee separation while in good standing.

12. Resignations

In order to resign in good standing, a probationary or regular employee shall give at least two weeks written notice of his/her intention to resign.

13. General Disciplinary Rules

The Chief Human Resources Officer may demote, suspend with or without pay or discharge an employee for proper cause as defined in Lockhart v. Cedar Rapids Community School District 577N.W.2d 845 (Iowa 1998), to-wit, “for any lawful reason, in other words, one not violative of public policy.”

Any disciplinary action shall be fully explained to the employee who shall have the right to appeal the action to the next higher supervisor. Any appeal made to the Superintendent shall be in writing. Any disciplinary action shall be subject to the grievance procedure.

Seriousness of an offense will often vary with the circumstances prevailing at the time it occurred and the motives which prompted it. All factors should be considered when determining the appropriate action to be taken in a particular situation. The offenses listed in this section may be considered as examples of proper cause for suspension or discharge. The list of examples presented here does not intend to be all inclusive and are as follows:

- 1) Obtaining materials on fraudulent orders, dishonesty, stealing and other criminal acts
- 2) Malicious destruction of property, including deliberate abuse of tools and equipment
- 3) Fighting, agitating, and creating trouble
- 4) Insubordination, including refusing to comply with rules for performing assigned work
- 5) Falsifying records, including personnel records
- 6) Consumption of or under the influence of alcohol while on the job
- 7) Inattention to duty, including loafing and wasting of time
- 8) Absence from duty without permission, proper notice, or other unsatisfactory reasons
- 9) Use of illegal drugs or controlled substances or trafficking in same
- 10) Obligating the District for any claim, liability or financial responsibility without written authorization from the District.

14. Sick Leave

Employees in the maintenance department shall accumulate sick leave at the rate of fifteen (15) days per year, to a maximum accumulation of 155. An employee whose service commences within the fiscal year shall be granted a prorated share of fifteen (15) days of sick leave. An absence of three or more days requires a doctor's certificate before the employee may return to work.

Scheduled holidays occurring during an employee's absence due to personal illness shall not be deducted from the sick leave allowance. The granting of sick leave is discretionary with the Superintendent or designee.

An employee shall notify the Manager of Buildings and Grounds of his/her absence as soon as possible, whether the absence is due to illness or for any other cause.

In order to be eligible for sick leave with pay, an employee must: a) report promptly to the Manager of Buildings and Grounds or designee the reason for his/her absence; b) keep the Manager of Buildings and Grounds or designee informed of his/her condition if the absence is of three or more days; c) permit the District to have made such medical examination as the administration deems necessary; and d) submit a medical certificate for any absence of three or more days as required by the Superintendent or designee. In the case of a job related accident or injury, the employee shall immediately notify his/her immediate supervisor of the injury.

Upon termination of employment with the District, an employee is not entitled to accumulated sick leave benefits.

15. Family Illness Leave

In the event of illness or injury of a child, stepchild, spouse, mother/father, stepmother/stepfather, sister/brother, mother-in-law/father-in-law, daughter-in-law/son-in-law, grandparents, grandchildren or an individual that the employee is legally responsible for (proof of legal responsibility must be provided), an employee may be granted six (6) days, non-accumulative, Family Illness Leave charged against sick leave. In cases when 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.

Family Illness Leave cannot be used in less than one-half (1/2) day increments.

16. Personal Leave

All full-time maintenance department personnel working forty (40) hours per week shall be granted three (3) days of personal leave per year. This personal leave may be taken in one-half (1/2) day increments and must be approved by the Superintendent or designee.

17. Bereavement Leave

If there is a death in the employee's immediate family (employee's spouse, parent, child, stepchild, brother, sister, stepbrother/sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, stepmother or stepfather), he/she shall be granted five (5) days of bereavement leave without loss of regular pay. The length of such leave shall be reported to the Manager of Buildings and Grounds or designee and shall be based on the need of each individual employee.

Employees may be granted up to two (2) working days leave of absence with pay in the event 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.

Bereavement leave shall not be charged against accumulated sick leave.

18. Jury and Legal

Any 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. 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 excused from jury duty must report back to work within approximately one (1) hour of dismissal from jury duty. Any exceptions to this article will be dealt with on an individual basis by the Manager of Buildings and Grounds or designee.

19. Military Leave

Employees entering, returning from or continuing active service with the military service of the United States shall be granted leave of absence and shall be paid by the District in accordance with federal and state laws governing military service for public employees.

20. Other Leaves of Absence

Maintenance personnel may be granted a leave of absence without pay for a period of time not to exceed twelve (12) months by the Chief Human Resources Officer or designee. Longer leaves of absence must be approved by the Superintendent and Board of Education.

21. Grievance Procedure

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.

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

- a. The term "grievance" shall mean a claim by an aggrieved employee that there has been a violation of this Agreement.
- b. The term "Union Steward" shall mean an employee representing the Union while employed by the Employer and who is designated in writing by the Union as such and which writing has been provided to the Employer.
- c. The term "working days" shall mean the consecutive scheduled working days of the aggrieved employee.
- d. The term "Manager" shall mean the Manager of Buildings and Grounds.

Procedure -

STEP 1 - The aggrieved employee shall attempt to resolve the grievance informally within ten (10) working days of the employee's knowledge of the event giving rise to the grievance by informal discussion with the Manager of Buildings and Grounds. The aggrieved employee may be accompanied by Union representatives of his/her choosing. The Manager/Assistant Manager of Buildings and Grounds will provide a written answer to the aggrieved employee within seven (7) working days after discussion of the grievance.

STEP 2 - If the grievance is not resolved at STEP 1 and the employee or the Union wishes to appeal the grievance to STEP 2, the employee shall submit the written grievance to the Superintendent or designee within five (5) working days after receipt by the employee of the written answer submitted by the Manager of Buildings and Grounds. The Superintendent or designee shall

meet with the employee and if the employee requests an authorized union representative within seven (7) working days after receipt of the grievance by the Superintendent or designee. The Superintendent or designee shall provide a written answer to the employee with a copy to the Union within seven (7) working days of such meeting.

STEP 3 – Any grievance not resolved at STEP 2 of the grievance procedure may be appealed by the Union by written notice of a request for arbitration on the Grievance Report form signed by the union representative, and submitted to the Superintendent or designee within five (5) working days after receipt by the employee of the written answer submitted by the Superintendent or designee at STEP 2. Within five (5) working days of receipt by the Superintendent of the written notice of request for arbitration, the representatives of the Employer and the Union shall attempt to select a mutually acceptable arbitrator. If the Employer and the Union have failed to agree on an arbitrator within ten (10) days of the arbitration notice either party may request the Public Employment Relations Board (PERB) to submit a list of five arbitrators. Within five (5) days after receipt of such list, the designated representatives of the Employer and the Union shall meet and shall determine by lot the order of elimination and thereafter each shall, in that order, alternatively strike a name from the list until four names have been struck. The fifth and remaining person shall act as arbitrator.

The arbitrator so selected shall confer with the representatives of the Board of Education and the Union and hold hearings promptly and shall issue his/her 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 his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or modify and/or amend the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board of Education and the Union and shall be final and binding on the parties.

The costs for the services of the arbitrator including per diem expenses, travel, subsistence, and the cost of the hearing room shall be shared equally by the Board of Education and the Union. Other expenses shall be paid by the party incurring said expense.

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.

All grievances at STEPS 2 and 3 may be presented, discussed and processed at a time during normal business hours. Any grievance at STEP 1 may be discussed by the employee and his/her immediate supervisor during the employee's working time. The employee may have a Union Steward present for STEP 1 grievance discussion. STEP 1 grievance discussions are not to interrupt the normal operation of the school system or interfere with the duties or responsibilities of the employee.

22. Temporary Appointments and Temporary Employees

Temporary appointments may be made to fill temporary positions. A temporary employee appointed to fill a temporary position shall not, while so employed, acquire nor gain any status either as a probationary employee nor as a regularly appointed employee and shall not acquire any seniority rights.

Temporary appointments shall last no more than 120 calendar days (excluding summer help). All temporary employees shall be laid off before any full-time employee can be laid off.

Temporary employees are not eligible for benefits.

23. Maintenance Handbook

The Maintenance Handbook shall not supersede this Agreement. This Agreement and the Maintenance Handbook shall comply with state and federal labor laws, and in the event any section is declared to be unlawful, then it shall become inoperative and void.

24. Conflict of Interest

Maintenance personnel of the District shall not use their positions or connections with the District to secure a favored position to purchase anything for personal benefit.

Purchases are not to be made directly or indirectly from any employee of the District or from any firm or corporation in which the employee has a financial interest or in which the employee is an Officer or Director.

Maintenance personnel of the District or their families shall not have a financial interest in contracts entered into by the District. This shall also preclude acceptance of any gratuities, financial or otherwise, by employees, from any District supplier.

25. Duration

This Agreement shall be effective from July 1, 2020, and shall continue in full force and effect until June 30, 2024. Wages will be reopened for the 2021/2022, 2022/2023, and 2023/2024 contract years.

All work performed by employees covered under this Agreement shall only be performed by those employees covered under this Agreement. The Union understands under unusual circumstances (i.e., weather) that District employees may **assist Maintenance staff** covered under said Maintenance Employees direct supervision.

26. Compliance

If any provision of this Agreement is determined to be in conflict with any federal statute, laws of the State of Iowa or Board policy, said provision shall be null and void, however, all other provisions of this Agreement shall remain in full force and effect.

CARPENTERS LOCAL #678

By: _____
Representative Date

By: _____
Employee Representative Date

DUBUQUE COMMUNITY SCHOOL DISTRICT

By: _____
President, Board of Education Date

By: _____
Superintendent Date

By: _____
Chief Human Resources Officer Date

Grievance Report Form

_____ Date Filed

School District _____

Distribution of Form (check if sent to)

Building(s) _____

_____ Union

_____ Employee

_____ Mgr. of Bldgs. & Grounds

_____ Superintendent

Name of Aggrieved Person(s)

STEP II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature of Aggrieved

Date

Signature of Union Representative

Date

E. Disposition of Manager of Buildings and Grounds _____

Signature of Mgr. of Buildings/Grounds

Date

MAINTENANCE PERSONNEL
DUBUQUE COMMUNITY SCHOOL DISTRICT
HOURLY SALARY RATES

Effective July 1, 2020

Job Classification	2020/21	2021/22	2022/23	2023/24
1. Plant Maintenance Foreman	\$27.01	\$27.58	\$28.54	TBD
2. Carpenter Foreman	\$26.92	\$27.49	\$28.45	TBD
3. Plant Maintenance #1	\$26.46	\$27.03	\$27.99	TBD
4. Painter Foreman	\$26.33	\$26.90	\$27.86	TBD
5. Carpenter Electronics Technician	\$26.07	\$26.64	\$27.60	TBD
6. Plant Maintenance #2	\$25.82	\$26.39	\$27.35	TBD
7. Painters Carpenter Helper	\$25.78	\$26.35	\$27.31	TBD
8. Groundskeeper Foreman	\$25.23	\$25.80	\$26.76	TBD
9. Groundskeeper	\$24.68	\$25.25	\$26.21	TBD

Maintenance staff that work to maintain the pool operating or mechanical system and hold a current Certified Pool Operator certificate will receive an additional \$.20 per hour.