

AGREEMENT

Between the

**BOARD OF EDUCATION
DUBUQUE COMMUNITY
SCHOOL DISTRICT**

and

**TEAMSTERS LOCAL UNION #120
DUBUQUE ASSOCIATION OF
EDUCATIONAL SECRETARIES AND
ADMINISTRATIVE ASSISTANTS**

July 1, 2019
to
June 30, 2021

ARTICLE 1 - RECOGNITION

1.1 Unit - The Employer recognizes the Union, Dubuque Association of Educational Secretaries and Administrative Assistants, as represented by Teamsters Local Union #120, 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. 419, issued October 13, 1975, and as amended in Case No. 892 issued January 25, 1977; Case No. 1037 issued July 21, 1977, Case No. 1800 issued November 20, 1980, Case No. 3289 issued September 11, 1986, and Case No. 5003 issued November 19, 1993, and Case No. 7098 issued June 10, 2005.

The term "employee", when used in this Agreement and as specified in such certification, shall mean all full-time and regular part-time Secretaries of the Employer including: Education Program Administrative Assistant, Transportation Administrative Assistant, Special Education Administrative Assistant, Maintenance Administrative Assistant, IT Administrative Assistant, Health Services Administrative Assistant, Accounts Payable Administrative Assistant, Staff Development/Curriculum Administrative Assistant, Food Service Administrative Assistant, School/Student Services Administrative Assistant, HR Administrative Assistant/Forum Receptionist, Print Center Machine Operator (Full-time), and Destiny/Library Support Secretary.

1.2 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 term "Employee" shall mean those employees represented by the Union and specified by the P.E.R.B. Certification and described in Section 1.1 above.

c. The term "Union" shall mean the Dubuque Association of Educational Secretaries and Administrative Assistants or its duly authorized representatives or agents.

d. The term "Unit" shall mean the bargaining unit representing all Employees covered by this Agreement.

ARTICLE 2 - SENIORITY AND PROBATION

2.1 Seniority

a. With respect to Secretarial employees "seniority" for purposes of this Article shall mean a Secretarial employee's continuous length of employment with the Employer within this unit. The following groups are:

Group I – Educational Program Administrative Assistant, Transportation Administrative Assistant, Special Education Administrative Assistant, Maintenance Administrative Assistant, IT Administrative Assistant, Health Services Administrative Assistant, Accounts Payable/Bookkeeper Administrative Assistant, Staff Development/Curriculum Administrative Assistant, School Services Administrative Assistant, Food Services Administrative Assistant, HR Assistant/Forum Receptionist.

Group II – Print Center machine Operator (Full-Time)

b. In the event that more than one Employee has the same seniority date, the date on the ePAR (Electronic Personnel Action Request) form will determine the order of seniority.

2.2 Seniority List - The Employer shall provide the Union or its designated representative with a seniority list for Secretaries by October 15 of each school year.

The seniority list will be posted in an area accessible to all Employees.

2.3 Probationary Period – Newly hired Employees shall be on a probationary status for a period of ninety (90) working days.

ARTICLE 3 - POSTING OF VACANCIES

3.1 The District will send copies of all job postings to the Local Union at the time the original opening is posted. The District also agrees that a current seniority list shall be posted in all locations and will also be sent to the Union. This list shall be updated at the beginning of each school year.

All job openings shall be posted for five (5) working days on the District Website. An employee interested in an opening must make a request by the District electronic transfer request to the Human Resources office within the five (5) working day posting period. A separate request must be submitted for each vacancy posted. All requests will be considered on the basis of qualifications and seniority. The posted position shall be filled as soon as is reasonably possible following the five (5) working day posting period. Applicants will be notified of the recipient of said position.

Employees receiving positions through the posting procedure shall be ineligible to transfer again to another vacancy for one calendar year from the date of transfer.

During the period of time Employees are laid-off and eligible for recall, the following posting restriction shall apply. Should a job opening in the unit exist, the initial job opening, only, will be posted in accordance with the above posting procedure. Should the initial vacancy be filled as a result of the posting procedure, the subsequent vacancy will not be posted. The subsequent vacancy will be filled in accordance with the defined recall procedure.

3.2 Testing - If the District determines that testing is necessary to fill a particular vacancy, additional factors including written and/or oral interviews, evaluations, resume and portfolio will be considered in judging the qualifications of the applicant.

Any testing determined to be necessary will be uniformly administered by Human Resource Services.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.1 The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances, without interference with the operations of the school system. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

4.2 A "grievance" is defined as a claim by the aggrieved Employee or the Union that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, or the individual Employee's contract.

4.3 Any grievance shall be processed in the following manner:

Level I. The aggrieved Employee shall attempt to resolve the grievance informally, within twenty (20) business days of the occurrence of the event, action, or violation constituting the grievance by informal discussion with the Employee's building principal or immediate supervisor. The building principal or immediate supervisor will reply orally or in writing to the aggrieved Employee within five (5) business days after discussion of the grievance.

Level II. If, after discussion with the grievant's building principal or immediate supervisor at Level I, the grievance is not settled and the aggrieved 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 B) and submit it to the Superintendent's designee within five (5) business days after receipt of the building principal or immediate supervisor'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 Superintendent's designee shall provide a written answer to the Employee, with a copy to the Union, within ten (10) business days after receipt of the written grievance. The Employee shall acknowledge receipt of a copy of the written answer of the Superintendent's designee by the Employee's signature on the Grievance Report.

Level III. If the grievance is not settled at Level II and the aggrieved Employee wishes to appeal the grievance to Level III, the written grievance shall be submitted by the Employee to the Superintendent or designee within five (5) working days after receipt of the Level II written answer. The Superintendent or designee shall meet with the Employee and a representative of the Union, if the grievant requests representation, 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, or its designated representative within five (5) working days of such meeting. The Employee shall acknowledge receipt of a copy of the written answer of the Superintendent or designee by the Employee's signature on the Grievance Report.

Level IV. Grievances not settled at Level III of the grievance procedure may be appealed to arbitration by the Union by written notice of a request for arbitration, submitted to the Superintendent or designee within ten (10) days of receipt by the Employee of the Superintendent's answer in Level III. Within five (5) working days of receipt of such request, representatives of the Employer and the Union shall attempt to select a mutually acceptable arbitrator. Failing to do so, the Union shall within ten (10) days of such arbitration request, petition the Public Employment Relations Board (PER Board) to submit a list of five (5) arbitrators. Within five (5) days after receipt of such list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be final and binding upon the parties. The Employer and the Union agree

that upon written consent of all aggrieved Employees' grievances involving similar facts, issues and contract provisions shall be consolidated for hearing and determination. The Employer and the Union will share equally the joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

4.4 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. The failure of an administrator designated herein to reply to or answer a grievance within the time limits specified above shall permit the aggrieved Employee, or, where applicable, the Union, to proceed to process the grievance to the next level. The time limits specified above may be extended by mutual agreement. The term "working days" as used in this Article shall mean consecutive scheduled working days of the aggrieved Employee.

4.5 All grievances at Levels I, II and III shall be presented, discussed and processed on Employee's non-working time.

4.6 Aggrieved Employees may represent themselves at all stages of the grievance procedure or be represented by one person approved by the Union. When Employees are not represented by the Union, the Union shall have the right to be present at Level III with the written consent of the aggrieved Employees, delivered to the Superintendent or designee not later than two (2) working days prior to the conference at Level III.

**SCHEDULE B
GRIEVANCE REPORT**

		Date Filed
School District	Distribution of Form (check if sent to)	
Building	1. Teamsters Local 120	
	2. Employee	
	3. Building Principal or Immediate Supervisor	
	4. Superintendent's Designee	
Name of Aggrieved Employee	5. Superintendent or Designee	

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature of Aggrieved Employee

Date

E. Disposition of Superintendent's Designee*

Signature of Superintendent's Designee

Date

F. Receipt of copy of answer of Superintendent's Designee

Signature of Aggrieved Employee

Date

ARTICLE 5 – EXTRA-CURRICULAR ACTIVITIES

Secretaries who agree to a supervisor's request to supervise extra-curricular activities beyond regularly scheduled work hours, shall be paid their hourly rate.

ARTICLE 6 - LUNCH AND BREAK PERIODS

6.1 Employees working six (6) hours or more per day shall be provided a scheduled half hour duty free lunch period each day without compensation.

6.2 Employees working continuously two or more hours before noon shall be provided with one scheduled fifteen (15) minute break before noon each working day.

6.3 Employees working continuously two or more hours after noon shall be provided with one scheduled fifteen (15) minute break after noon each working day.

6.4 The scheduling of lunch periods and breaks shall be determined by each Employee's immediate supervisor or designee.

ARTICLE 7 - WORKING CANCELLED SCHOOL DAYS, MAKE-UP DAYS AND LATE ARRIVALS

7.1 Less than twelve (12) month Employees shall not report to work on days when all schools are cancelled.

7.2 Employees shall report to work at their assigned buildings on all school make-up days.

7.3 If District officials cancel school at a particular school and certified staff are required to report to work, secretarial Employees shall also report to work.

7.4 Employees shall report to work at their regularly scheduled times when school is delayed due to the weather. Employees arriving late will be paid only for those hours actually worked.

7.5 Employees who are excused by the principal or immediate supervisor to leave early due to the weather will be paid only for those hours actually worked and will not be charged vacation or personal time for such time off unless requested by the Employee.

7.6 a. The Employee will be guaranteed two (2) hours of work in the event that school is cancelled fifteen (15) minutes prior to an employee's designated start time, or after the employee's designated start time. This time need not be taken off at a later date. Employees may waive the two (2) hour guarantee and return home, but first must report to their supervisor that they are leaving.

b. In no case is the Employee to work in excess of the number of days and hours indicated on the Employee's annual Letter of Assignment, except for additional hours resulting from Article 10.6 a., or unless specifically authorized by the supervisor.

ARTICLE 8 - SALARIES

8.1 Employees shall be paid for each hour and portion thereof worked up to forty (40) hours per calendar week according to the "Secretarial Employee Salary Schedule" attached as Schedule C.

8.2 Overtime

a. An Employee required by the Employer to work in excess of forty (40) hours in one calendar week shall be paid time and a half for each hour and portion thereof in excess of forty (40) hours.

b. An Employee required by the Employer to work in excess of the hours scheduled for the day shall be paid his or her hourly rate up to forty (40) hours per calendar week. Hours worked in excess of forty (40) hours per calendar week shall be compensated with wages or compensatory time off at the rate of one and one half (1½) times the hourly rate or actual time worked at the Employee's option. Compensatory time off shall be scheduled by mutual agreement with the Employer.

c. No overtime work shall be performed without the prior approval of the responsible administrator. However, secretaries may be authorized to work overtime if an emergency situation occurs at a school and a supervisor is not available.

SCHEDULE C - SECRETARIAL EMPLOYEE SALARY SCHEDULE

	2017/18	2018/19	2019/20	2020/21
<u>GROUP I</u>				
Education Program Administrative Assistant	\$19.05	\$19.17	\$19.87	\$20.32
Transportation Administrative Assistant				
Special Education Administrative Assistant				
Maintenance Administrative Assistant				
IT Administrative Assistant				
Health Services Administrative Assistant				
Accounts Payable Administrative Assistant				
Staff Development/Curriculum Administrative Asst.				
Food Service Administrative Assistant				
School/Student Services Administrative Assistant				
HR Administrative Assistant/Forum Receptionist				
<u>GROUP II</u>				
Print Center Machine Operator (Full-time)	\$15.96	\$16.08	\$16.78	\$17.23

ARTICLE 9- PHYSICAL EXAMINATION

9.1 Employees whose physical condition may be questioned by the Employer shall present satisfactory medical evidence by a physician chosen by the Employer when requested at the Employer's cost.

ARTICLE 10 - HOLIDAYS

10.1 The Employer shall pay Employees working five (5) days per week, twelve (12) months per year, for the following holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- New Year's Eve Day
- New Year's Day
- Good Friday
- Day after Thanksgiving
- Memorial Day
- Christmas Eve Day
- Christmas Day

10.2 Any Employee must be employed at least thirty (30) calendar days to be eligible for any paid holiday.

10.3 Any Employee, not on vacation, 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.

10.4 Holiday pay for eligible Employees will be based on the Employee's hourly rate and number of hours regularly worked.

10.5 An eligible Employee who is required to work on a holiday shall be paid time and one-half for all hours worked in addition to his/her regular holiday pay.

ARTICLE 11 - VACATION

11.1 a. For Employees working five (5) days per week, twelve (12) months per year, the Employer shall provide paid vacations according to the following schedule:

COMPLETION OF NUMBER OF CONSECUTIVE CONTRACT YEARS OF SERVICE BY THE END OF JULY OF EACH YEAR	NUMBER OF PAID VACATION DAYS PER YEAR
6 months but less than 1 year	Pro-Rata
1 year	5
2 through 6	10
7 through 14	15
15 or more	20

b. Employees entitled to paid vacation normally will utilize same between July 1 and June 30 of the following school year in which the vacation was earned. Employees will be allowed to

carry five (5) days of earned vacation into the next school year and will be allowed to take earned vacation along with any other earned vacation that they are eligible for during the same school year.

c. Any Employee entitled to paid vacation shall notify their immediate supervisor of utilization of same not less than fourteen (14) calendar days prior to the first working day of the Employee's absence.

d. Employees entitled to paid vacation shall utilize same in not less than one-half (½) day increments except for emergency situations approved by the immediate supervisor.

ARTICLE 12 - LEAVES

12.1 Sick Leave

a. The Employer shall grant Employees fifteen (15) days sick leave per year per Employee, for personal illness or injury not covered by Workers' Compensation. Employees may accumulate unused sick leave up to a maximum of 155 credit days.

b. The average number of hours per day under the Employee's individual contract shall constitute a day of sick leave for the purpose of this Article.

c. Any Employee, after three (3) consecutive days absence, shall be required to present medical evidence satisfactory to the Employer, at the Employee's expense, of illness or injury which renders the Employee physically or mentally incapable of performing his or her assigned duties.

d. Employees contracted to work during a scheduled summer school session shall be allowed the use of accumulated sick leave benefits. There shall be no accumulation of additional benefits as a result of working a summer school session.

12.2 Bereavement Leave. An Employee shall be granted up to five (5) working days leave of absence with pay for each death in the Employee's immediate family, which is defined as an Employee's spouse, parent, child, stepchild, brother, sister, step brother/sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, step-mother or step-father. Employees may be granted upon written request to, and approved by, the Superintendent or designee, up to two (2) working day leave of absence with pay in the event of the death of a relative or a friend outside the Employee's immediate family as defined above but with bonds so close that good taste demands attendance at the funeral. Any absence for authorized bereavement leave shall not be charged against accumulated sick leave. Pay for an absence shall be based on the Employee's scheduled hours for the day or days of absence.

12.3 Leave for Jury and Witness Duty - Any Employee required to perform jury duty or to appear and testify in any judicial or administrative 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. 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 or administrative proceeding in which the Employee is a litigant or party, shall receive no compensation from the Employer for such absence. Employees shall return to work for the duration of their workday if they are dismissed or released from judicial proceedings, which occur in Dubuque County or a county seat within a fifty (50) mile radius of Dubuque, when one-half (1/2) or more of their regularly scheduled workday remains.

12.4 Personal Leave - Each Employee will be allowed two (2) 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 Superintendent or designee. Personal leave shall be utilized in not less than one-half (½) hour increments and utilized prior to any other unpaid leave. The one-half (½) day incremental use requirement may be waived by the Superintendent or designee judged as emergency situations. Pay for such absence shall be based on the scheduled hours for the day or days of absence. The two (2) day advance notice requirement minimum may be waived by the Superintendent or designee.

12.5 Leaves - Employees may request leaves of absence without pay. Approved leaves shall be without loss of earned seniority. Personal leave and vacation leave must be used prior to unpaid leave.

12.6 Association Leave – Officers and representatives of the Association may be granted a total of six (6) working days (without accumulation) leave, with pay, each school year for official Association 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 Association will pay to the District the cost up to the hourly rate paid the Employee on leave.

12.7 Family Illness Leave – In the event of an 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 four (4) 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 may not be used in less than one-half (1/2) hour increments.

12.8 Medical Leave – Employees will be granted one (1) working day of medical leave each year, non accumulative, to be used for medical appointments and related needs.

ARTICLE 13 - LONGEVITY PAY

13.1 The Employer shall pay to Employees working thirty-five (35) or more hours per week, five (5) days per week, who have completed the number of consecutive contract years of service with the Employer specified below, the following longevity payments:

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

Longevity is defined as consecutive years of service. Any breaks in employment, such as resignation, will result in previous years of service to be null and void.

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

ARTICLE 14 - MEDICATION

14.1 No Employee, except those trained with the Medication Administration Course shall be required to administer medication or to give inoculations.

ARTICLE 15 - SAFETY

15.1 No employee covered by this Agreement will be required to perform any duty which in any way could become harmful to their health or put them in a dangerous situation. Secretaries in a building where a threat exists will be notified as outlined in the school services crisis plan.

ARTICLE 16 - TRAVEL

16.1 Employees who are required to travel between school buildings or for other approved school purposes shall be reimbursed at the IRS allowable reimbursement rate. Travel expense between buildings for staff development meetings will not be reimbursed.

16.2 Transportation of Students - Every effort will be made to have driving in service of the School District filled on a voluntary basis. Employees who drive their own automobile in service of the District will be compensated at the then current School District mileage reimbursement rate.

ARTICLE 17 - SUSPENSION OR DISCHARGE

17.1 Discharge or suspension will be heard through the Grievance Procedure as outlined in Article VIII.

ARTICLE 18 - DURATION

18.1 Separability - If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

18.2 Duration - This Agreement shall be effective from July 1, 2019 and shall continue in full force and effect until June 30, 2021, provided, however, that this Agreement shall continue in effect for like periods thereafter unless either party gives the other party written notice no later than November 1 prior to such expiration date or the expiration date of any renewal thereof of its desire to terminate or modify this Agreement. Base Wage will be reopened for the 2020/2021, contract year.

Teamsters Local Union #120

Dubuque Association of Educational
Secretaries and Administrative Assistants

Dubuque Community School District

By: President

By: President, Board of Education

By: Vice President/Agent

By: Superintendent

Date

Date