

**NEGOTIATED AGREEMENT  
BETWEEN THE  
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)  
LOCAL 199  
NUTRITION SERVICE EMPLOYEES  
  
AND THE  
IOWA CITY COMMUNITY SCHOOL DISTRICT**

**JULY 1, 2020 *through* JUNE 30, 2021**

## **Non Discrimination Statement**

It is the policy of the Iowa City Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age, marital status, sexual orientation, gender identity and socioeconomic status in its educational programs, activities, or employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Jeremy Tabor, Equity Director, 1725 N. Dodge St., Iowa City, IA 52245, 319-688-1000, [ramey.chace@iowacityschools.org](mailto:ramey.chace@iowacityschools.org).

**TABLE OF CONTENTS**

<b>ARTICLE I</b>	PREAMBLE.....	4
<b>ARTICLE II</b>	RECOGNITION.....	4
<b>ARTICLE III</b>	HEALTH AND SAFETY .....	4
<b>ARTICLE IV</b>	PAYROLL DEDUCTION.....	5
<b>ARTICLE V</b>	SENIORITY.....	6
<b>ARTICLE VI</b>	EMPLOYEE HOURS.....	7
<b>ARTICLE VII</b>	PERSONNEL OFFICE FOLDERS.....	10
<b>ARTICLE VIII</b>	GRIEVANCE PROCEDURES.....	10
<b>ARTICLE IX</b>	ABSENCES.....	13
<b>ARTICLE X</b>	MANAGEMENT RIGHTS.....	17
<b>ARTICLE XI</b>	UNION RIGHTS.....	18
<b>ARTICLE XII</b>	WAGES.....	19
<b>ARTICLE XIII</b>	LONGEVITY.....	20
<b>ARTICLE XIV</b>	FINALITY AND DURATION.....	21
<b>ARTICLE XV</b>	FORMS.....	22

## **Article I PREAMBLE**

This agreement is made and entered into by and between the Board of Education of the Iowa City Community School District and the Service Employees International Union Local 199.

The Board of Education of the Iowa City Community School District is hereinafter referred to as the "Board" and the Service Employees International Union Local 199 is hereinafter referred to as the "Union".

The term "employees," when used in this agreement, shall hereinafter refer to all employees of the Board who are contained within the negotiating unit represented by the Union as certified by the Public Employment Relations Board, Case #6838, on July 13, 2004.

## **Article II RECOGNITION**

The Board recognizes Local 199 as the bargaining agent for employees included in the established bargaining unit. Members of the unit shall be comprised of all full and part time Nutrition Services employees of the Iowa City School District. For purposes of this agreement, a part time employee is an employee whose regularly scheduled work week is less than thirty (30) hours. Excluded are all persons excluded by Iowa Code section 20.4 and Food Service drivers.

## **Article III HEALTH AND SAFETY**

A safe work place is the result of safe conditions and safe actions. MSDS Sheets will be available in each kitchen.

### Physical Examinations

It shall be the policy of the Board of Directors of the Iowa City Community School District that all employees at the time of hire shall submit to the Office of Human Resources a certificate from a physician stating the individual has been examined by the physician and found to be free of contagious disease and that the individual is physically capable of rendering service while in no way endangering public health. This examination is to be completed within 60 days of employment. If, after the time of hire, the Employer requires an employee to have a physical examination, The Board of Directors agrees to compensate each employee up to forty dollar (\$40.00) (after the application of insurance coverage or in the event of no insurance coverage) toward the costs

incurred. Each employee who is required to have a physical shall be notified, in writing.

#### Reimbursement for Personal Property Damage

The employer shall reimburse employees for the reasonable cost of eyeglasses, dentures, or personal property damaged or destroyed while the employee is acting in the discharge of his/her duties within the scope of his/her employment. This provision does not apply to lost or stolen items.

#### Employee Handbook

An employee handbook will be provided to each employee that outlines the uniform guidelines, hygiene guidelines and general safety procedures/rules. A Standard Operating Procedures (SOP) manual will be available in each production kitchen and applicable SOPs available in elementary kitchens.

#### Assault Leave

The Board of Directors shall grant up to (10) days per year of additional sick leave for absences caused by injury suffered in an unprovoked assault while on school property or while supervising school sponsored activities.

### **Article IV PAYROLL DEDUCTION**

#### Authorization

Upon appropriate written authorization from any bargaining unit member, the District may deduct, from the salary of the employee, and may make appropriate remittance for annuities, credit union(s), savings bonds, charitable organizations as defined as and qualifying under Board/administrative policy, insurances, Section 125 Plan for medical and child care expenses, or any other plans or programs approved by the superintendent or Board of Directors and agreed to by the bargaining unit member.

#### Annuity

The District participates in the State of Iowa 403 B Plan. All employees are eligible to participate on a voluntary basis.

#### Termination

An employee may terminate any authorized payroll deduction at any time by giving thirty (30) days written notice.

### **Article V SENIORITY**

#### Definition

Seniority means a regular employee's length of service from his/her first date of employment, as opposed to when he/she successfully completes his/her probationary period. Seniority for regular part-time employees shall be prorated. Employees working over three (3) hours per day will be credited with one day of seniority. Employees working three (3) or less hours will be credited with ½ day of seniority. For the purpose of calculating "Longevity" pay, any employee whose official start date is in the first ninety (90) school days of the current school year will be given credit for one year of seniority the following year.

#### Probation

A new employee shall serve a probationary period of (60) sixty school days. Upon completion of the probationary period, he/she shall be put on seniority list and his/her seniority shall be determined from his/her first day of employment, as opposed to when he/she successfully completes his/her probationary period.

Probationary employees will not have any leave benefits other than prorated sick leave at the rate of one (1) day per twenty days of work for a total of three (3) days during the probationary period. Once the probationary employee is recommended for hire, any used sick leave during the probationary period will be subtracted from their allocation. No medical benefits will be granted to probationary employees.

#### Posting

During the first full week of December, the employer shall post on appropriate bulletin boards a seniority list showing job classifications and the continuous service of each employee. A hard copy of the seniority list shall be sent to the Union when it is posted.

Protest of, errors in or omissions from such list must be made to the employer within ten (10) days from the date of the furnishing of such lists and revisions thereof.

If no protests are made within the ten (10) day period, the list will be considered accurate and no further appeal or grievance will be permitted.

#### Breaks in Service

An employee's seniority record shall be broken by voluntary resignation, discharge, or retirement. Should an employee laid off return to work within one year, the seniority will pick up from the date of his/her return. Seniority rights will be forfeited if the continuous period of layoff exceeds one year.

### **Article VI EMPLOYEE HOURS**

#### Fulltime Employee

Employees are considered fulltime if their regularly scheduled work hours total to thirty (30) or more hours per week.

#### Length of Assignment

Nutrition services employees work on all days school is in session for students and meals are served. The director of nutrition services or designee will schedule additional days of work for in-service training, meetings, and/or cleaning.

All employees are required to attend the August Back to School Workshop and scheduled in-services in the fall and spring. Employees will be notified in writing of additional work days at least 30 days in advance.

The number of hours allotted each nutrition services location will be established by the director of nutrition services. Total hours of employment per day will be stated on each employee's letter of assignment.

Work assignments will be posted in each production kitchen.

#### Inclement Weather

On days when schools are closed due to inclement weather, employees are not to report to work. If a make-up of the day lost to

inclement weather is scheduled, that day will become a required work day. School days that are not made up will follow this process:

- For the first through third inclement weather days, the employee shall receive his or her regular daily rate of pay.
- For the fourth day of inclement weather, the employee will need to enter appropriate leave or take leave without pay.
- For the fifth day of inclement weather, the employee will be paid his or her regular daily rate of pay.
- For the sixth day of inclement weather, the employee will need to enter appropriate leave or take leave without pay.
- For the seventh day of inclement weather, the employee will be paid his or her regular daily rate of pay.
- For the eighth day of inclement weather, the employee will need to enter appropriate leave or take leave without pay.
- For the ninth day and beyond any inclement weather days beyond nine, the employee will be paid his or her regular daily rate of pay.

On days when schools are closed early due to inclement weather, employees are to remain at work for the entire work day. Employees must use appropriate leave in no-less than quarter hour increments if deciding to leave prior to the end of the scheduled assigned hours.

On days when school begins late due to inclement weather, the work day shall start at the regular time and employees should report to work as close to their regular start times as safety allows. Employees must use appropriate leave in no less than quarter hour increments if arriving later than the beginning of the assigned work hours. An employee will be paid the regular contracted hourly rate for any hours worked on a day that begins with a delay for students due to inclement weather and is subsequently canceled entirely. On the first, second, third, fifth, ninth (and beyond) inclement weather days, the employee will also receive the employee's daily rate of pay in addition to pay for hours worked.

If the Superintendent or his/her designee specifically states that staff may arrive late or leave early on inclement weather days, employee will not lose wages for this time.

If school is delayed due to inclement weather, there is no breakfast program. Elementary breakfast staff will either report to



their production kitchens or take one of the applicable leave options available.

### Workday

The required employee workday shall not exceed eight (8) hours. The arrival and departure time for employees shall be determined by the director of nutrition services /supervisor.

### Overtime Compensation

The rate of compensation for required work over forty (40) hours per week shall be at 1 1/2 the regular hourly wage. All overtime must be submitted prior to its occurrence to the director of nutrition services /supervisor. The director of nutrition services /supervisor will, prior to its occurrence, inform the employee if the proposed overtime will be approved.

Any extension of hours beyond the employees regular work day must be preapproved by the director of nutrition services /supervisor. Any additional approved time worked will be rounded off to the nearest fifteen minutes. Less than eight (8) minutes will be rounded to zero minutes.

### Breaks

Employees scheduled to work five (5) or more hours per day may have an unpaid thirty (30) minute break. The lunch break cannot be scheduled at the beginning or end of the workday, unless it has been pre-approved by the director of nutrition services and/or designee. One fifteen (15) minute paid break is also provided. Both breaks are scheduled by the director of nutrition services or designee. Employees working less than five (5) hours per day are entitled to one unpaid fifteen (15) minute break.

### Reporting Time Worked

Employees must utilize the time clock system to clock in/out of work for every shift. There is a seven (7) minute allowance at the start of the day to clock in for work; however, employees are required to report at the official start time of his or her work hours.

Employees shall be paid twice per month, the 15th, and the last business day of the month. When the 15th or last day of the month falls on a weekend or during a Board recognized holiday, employees shall receive their paychecks on the last preceding work day. Time worked the 1<sup>st</sup> - 15<sup>th</sup> of each month is paid on the last day of the month. Time worked the 16<sup>th</sup>

- 31st of the month is paid on the 15<sup>th</sup> of the following month (See pay date schedule in Appendix A). Overtime shall be paid following this same pattern. Employees shall receive their checks through direct deposit. Pay is based on time entered in the time clock system.

#### Substitute Pay

Beginning the first day of substituting for another employee, the employee replacing another employee in a higher classification will receive the wage for the higher classification on an hourly basis. In the event where an employee is substituting for a kitchen manager, approved by the director of nutrition services, the employee will be paid \$2.25 per hour above their current hourly wage. In all cases, the higher wage will be paid retroactively to the first day of the assignment.

### **Article VII PERSONNEL OFFICE FOLDERS**

All material obtained during the period of employment which is placed in his/her permanent personnel file shall be available for inspection by the employee. The employee shall have the right to answer any material filed subsequent to employment and his/her answer shall be affixed to the material and placed with it in the employee's file. Material mutually defined by management and an employee as obsolete shall be removed from the personnel folder and destroyed.

### **Article VIII GRIEVANCE PROCEDURES**

A grievance shall be defined as a complaint of an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving employee unless mutually agreed that it is necessary to process during the workday. If it is necessary to process during the workday it shall

be at no loss of pay to the employee filing the grievance. The grievant may have representation at each step of the grievance procedure. The grievant is entitled to be present at all steps of the grievance procedure.

### 1<sup>st</sup> Step

Within ten (10) school days from the date of the event giving rise to the grievance or within ten (10) school days of knowledge of the grievance, an attempt shall be made to resolve the grievance in informal discussion between the grievant and his/her immediate supervisor.

### 2<sup>nd</sup> Step

If the grievance cannot be resolved informally, the aggrieved employee may file the grievance in writing and, at a mutually agreeable time, discuss the matter with the director of nutrition services or designee. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses that pertain to the specific grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) workdays from the date of first step meeting date.

The director of nutrition services or designee shall meet with the employee and union representative within five (5) workdays after the grievance has been filed. The grievance response will be communicated in writing to the employee, union representative and the superintendent or designee within ten (10) workdays after the grievance meeting.

### 3<sup>rd</sup> Step

In the event a grievance has not been satisfactorily resolved at the 2<sup>nd</sup> step, the aggrieved employee may file, within ten (10) workdays of the director of nutrition services' written decision at the 2<sup>nd</sup> step, a copy of the grievance with the superintendent or designee. Within five (5) workdays after such written grievance is filed, the aggrieved employee and union representative and the superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall respond within ten (10) workdays of the 3<sup>rd</sup> step grievance meeting and communicate the decision in writing to the employee, union representative and director of nutrition services or designee.

#### 4<sup>th</sup> Step

If the grievance is not resolved satisfactorily at step 3, there shall be available a 4<sup>th</sup> and final step. Within ten (10) workdays, the Union and the employee may submit the grievance in writing to binding arbitration. An employee may submit a grievance to arbitration only with approval of the Union. Within ten (10) workdays of written notice to submit the grievance to arbitration, the superintendent or superintendent designee and the Union representative shall meet and attempt to agree on 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 a commitment from the arbitrator, a request for a list of five (5) arbitrators will be made to the Public Employee Relations Board (PERB). Each of the two parties will alternately strike one name at a time from the list until only one name shall remain. The remaining name shall be the arbitrator. The arbitrator so selected shall confer with the Board or the superintendent and the Union to set the time and date in order to hold hearings promptly. Selection of the hearing site shall occur no later than three (3) days prior to the hearing.

The arbitrator shall issue his/her decision not later than fifteen (15) workdays from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator, in his/her opinion, 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 in writing, by the Board and the employee, and his/her decision must be based solely and only upon his/her interpretation of meaning or application of the expressed relevant language of the Agreement. Expenses for the arbitrator's services shall be borne equally by the Board and the Union.

#### Group Grievance

If a group of employees has the same complaint, they may submit their complaint to the grievance procedure beginning at the first step, and the grievance may be processed through all levels of the grievance procedure. In a group grievance, all employees involved in the grievance may be present at all steps of the grievance process, and the group shall identify a spokesperson who will speak for the group through all levels of the grievance procedure.

## Board Policy Grievances

Grievances regarding issues of an employee's complaint of an alleged violation outside of the provisions of this agreement shall be processed under the grievance procedures in the Board Policy 402.10.

## **Article IX ABSENCES**

### Reporting Absences

All absences must be reported to the production kitchen and Nutrition Services office by 6:00 am. The Nutrition Services office number is 688-1021 and a message can be left on voice mail. When leaving a message on voice mail an employee must clearly state his/her name, school and reason for absence. Employees will create an absence on AESOP by 11:00 pm the night of the absence. The expectation is that these timelines will be strictly followed. If extenuating circumstances prevent meeting those timelines, these situations will be handled on a case-by-case basis.

### Unexcused or Non-Reported Absences

If employees are absent from work two (2) consecutive days without reporting the absence to their supervisor and the director of nutrition services, they shall be considered to have voluntarily resigned. Any unreported absence, excessive tardiness, or leaving work early will be considered grounds for disciplinary action that may include suspension and/or dismissal.

### Doctor and/or Dental Appointments

Doctor and dental appointments should be scheduled during non-work hours. When this is not possible, the following leave may be used: sick leave, personal leave, and/or leave without pay.

### Sick Leave

Regularly employed personnel shall be granted leaves of absence for personal illness or injury. Female employees are entitled to sick leave during the period they are unable to perform regular duties due to pregnancy and subsequent recovery. Supporting written medical documentation is required to establish the time the employee is unable to work due to the pregnancy.

In case of personal illness or injury, the employee shall be granted full pay for ten (10) days during the first year of employment, eleven (11) days the second year, twelve (12) days the third year, thirteen (13) days the fourth year, fourteen (14) days the fifth year, fifteen (15) days the sixth and subsequent years with a maximum accumulation of one hundred and twenty (120) days, excluding the current year allowance. The Board of Directors requires such reasonable evidence as it may desire confirming the necessity for the leave of absence. In cases involving worker's compensation, no individual shall receive more in payment during a period of disability than his/her current salary.

A day of sick leave shall be that of the employee's normal work day. Employees hired after January 1<sup>st</sup> of a school year will be given 5 days sick leave.

If an employee misses three or more days in a row due to illness, the director of nutrition services or his/her designee may request a signed doctor's statement stating dates and reason for illness. This documentation must accompany the sick leave form indicating he/she can return to work.

#### Confirmation

The superintendent/designee may require evidence confirming the necessity of any sick leave absence when an employee has exhausted his or her sick leave balance or established a pattern of suspicious and/or excessive absenteeism.

#### Notification of Accumulation

Employees may verify his or her accumulated sick leave by checking the employee's online absence account.

#### Elective Surgery

Leaves of absence for elective surgery which can be deferred to a time other than during the school year shall not be granted.

#### Family and Medical Leave Act

The district will provide leave to employees in accordance with the Family and Medical Leave Act (FMLA). Information pertaining to FMLA can be found on the district website.

### Family Illness

All employees shall be granted use of sick leave at full pay for illness of an employee's immediate family, as defined in "Bereavement Leave." A maximum of five (5) days per year shall be allowed for this use and shall be charged against the employee's sick leave accumulation. When arrangements have been made with the director of nutrition services /supervisor, family illness leave for a medical condition of one's family member may be taken in one-hour increments.

### Other Benefits

The school district will provide Workers' Compensation insurance as required by law.

### Emergency Leave\*

Up to two (2) days leave with full pay for emergencies may be granted to employees during each school year. An emergency is a condition which requires the presence of the employee. When reporting or creating a request for "emergency" leave on AESOP, a detailed reason must be given. The types of absences for which emergency leave may be approved are:

1. Accident - involving his/her property, or the person or property of the employee's spouse/domestic partner, and the child, foster child, stepchild, legal ward, son-in-law, daughter-in-law, parent, foster parent, step-parent, father-in-law, mother-in-law, brother, sister, foster brother, step brother, foster sister, step sister, brother-in-law, sister-in-law, grandchild, grandmother, grandfather or great relative in any of the above mentioned categories of the employee or the employee's spouse/domestic partner.
2. Serious or critical illness of a member of the immediate family, as defined above, calling for services of a physician and of such emergency nature that the immediate presence of the employee is required during his/her working day.
3. Other real emergencies, not specified above, which require the presence of the employee. Barring unusual circumstances, prior to the employee's absence, he/she must seek the approval of the director of food service/supervisor and/or the superintendent or his/her designee. Emergency

leave may be used in minimums of one (1) hour increments if no substitute is involved.

### Personal Leave

Nutrition services employees shall be granted one (1) day personal leave day per year for personal business. No personal leave will be granted the day before or the day after any designated school holiday or break as defined on the district calendar or during the first two weeks and last two weeks of the school year. Personal leave must be approved three (3) days in advance by the director of nutrition services /supervisor. Should an unusual number of personal leave requests occur on any given day causing a staffing problem, the supervisor shall have the right to authorize only those requests for which adequate substitutes may be obtained. Employees may carryover one day of unused personal leave to the following year up to a maximum accumulation of two days in any one year.

### Jury Duty

An employee may be granted leave for jury duty or when required to appear in a judicial proceeding provided the judicial proceeding does not involve business of the employee. No deduction from compensation will be made; however, all jury fees received by the employee shall be turned over to the school district. Notification or request for jury duty leave will be provided the director of nutrition services /supervisor and submitted to the superintendent or designee.

### Bereavement Leave

Employees shall be granted leave of absence at full pay for funerals of immediate family. Absence due to death in the immediate family shall be paid in full not to exceed five (5) days. The immediate family shall be considered to mean: the employee's spouse/domestic partner, and the child, foster child, stepchild, legal ward, son-in-law, daughter-in-law, parent, foster parent, step-parent, father-in-law, mother-in-law, brother, sister, foster brother, step brother, foster sister, step sister, brother-in-law, sister-in-law, grandchild, grandmother, grandfather.

Employees shall be granted leave of absence at full pay for funerals and/or arrangements for extended family members up to three (3) days per incident. Extended family shall be considered to mean: aunt, uncle, first cousin, niece, nephew, -or great relative in any of the above mentioned categories of the employee or the employee's spouse/domestic partner.



The Nutrition Services Director or designee may allow, with prior approval, an employee to take additional days, not to exceed five, for extenuating circumstances.

Employees shall be granted one (1) day of paid bereavement leave annually to attend funerals of other relatives or close friends. This may be used in minimum one hour (1) increments, if no substitute is involved and in a minimum of ½ day increment if a substitute is involved.

The Superintendent, or his/her designee, may require evidence confirming the necessity to utilize bereavement leave in each circumstance where such leave is requested.

#### Absence without Pay

Nutrition services employees may be granted a leave of absence without pay for up to four (4) days per fiscal year. Such absences must be approved by the director of nutrition services and HR Office. Prior to approving any leave without pay, an employee's personal leave if not already used, must be used.

Application for extended leave shall be made to the superintendent or his/her designee in writing, and shall state the rationale for the request and the date of anticipated return.

#### Union Leave

Up to five (5) days shall be available to the Union for its representatives to attend conferences, conventions or other activities of the local, state and national affiliated organizations. The employee, to be absent, will give at least five (5) calendar days prior notification to his/her supervisor or the superintendent's designee.

### **Article X MANAGEMENT RIGHTS**

The employer in the exercise of its authority to properly operate the district shall have the right to discipline employees when necessary. In accordance with the progressive discipline policy of the district, the employer will make an attempt to verbally solve problems before major discipline action is taken such as suspension.

Steps for the employee discipline process shall be an oral warning(s), a written reprimand(s) and finally, suspension or discharge, should it be necessary. This process shall not restrict or limit the employer in the

immediate suspension or discharge of employees for major discipline problems.

## **Article XI UNION RIGHTS**

### Labor-Management Committee

A liaison committee composed of six (6) appointees by the Union and six (6) appointees of the superintendent and/or designee shall meet twice annually to discuss mutual concerns. One meeting shall take place in the fall and the other in the spring of the school year.

These meetings will be held outside of the work day and last no more than two (2) hours, unless both parties agree to an extension. One or both of these meetings may be cancelled, if both parties agree to do so. Agendas will be mutually created and agreed upon at least one (1) week in advance of each meeting. Additional items may not be added to the agenda unless both parties mutually agree to do so.

### Use of School Facilities

The Union shall have the right to hold meetings on school property provided such meetings do not interfere with school activities and/or the normal school operation. Such meetings must be scheduled at least three (3) days prior to the meeting and must also have three (3) days prior approval of the principal of the individual building.

### Agreement Copies

Copies of the agreement shall be printed and distributed by the District to all employees covered by this Agreement.

### Interschool Mail

The Union shall have the right to use the interschool mail service to distribute official Union material to members covered by this agreement, as long as such use does not interfere with the normal operation of the interschool mail service. This includes email communication.

### Bulletin Board Space

The Board will provide space in each work site for the posting of bulletins.

Union Representation

The Union agrees to supply the Superintendent or designee in writing and maintain on a current basis the names of all Union officers, representatives, employees and stewards including each steward's work location. Authorized representatives of the Union shall be permitted to transact official Union business on school property in compliance with Section 2 of this Article (Use of School Facilities). Such business will not be transacted during work hours unless mutually agreed upon, in writing, by the Union and the Superintendent or designee.

Early Retirement

Eligible employees may participate in The District's Early Retirement Policy to be determined by the District effective at the beginning of the 2020-21 school year.

**Article XII WAGES**

**NUTRITION SERVICES EMPLOYEES  
Salary Schedule**

**2020-2021**

Base Wage	CLASS I	CLASS II	CLASS III
	\$13.53	\$14.09	\$14.64

**Additional Wages**

Step 2	\$13.97	\$14.53	\$15.08
--------	---------	---------	---------

Employees who are on Step 1 and who have completed at least one year of service as of July 1, 2020 will move to Step 2.

- CLASS I      Nutrition Services Assistant
  
- CLASS II     Lead Nutrition Services Assistant  
                  Head Cashier  
                  Second Cook/Baker  
                  Head a la Carte  
                  Second Salad Maker
  
- CLASS III    Head Cook  
                  Head Baker  
                  Head Salad Maker  
                  Production Lead \*\* additional \$1.15/hour \*\*

**Article XIII LONGEVITY**

2020-2021  
LONGEVITY PAY

<b>Years of Service Completed</b>	<b>Hourly</b>
1	0.05
2	0.10
3	0.15
4	0.20
5	0.25
6	0.30
7	0.35
8	0.40
9	0.45
10	0.50
11	0.55
12	0.60
13	0.65
14	0.70
15	0.75
16	0.80
17	0.85
18	0.90
19	0.95
20	1.00
21	1.05
22	1.10
23	1.15
24	1.20
25	1.25
26	1.30
27	1.35
28	1.40
29	1.45
30	1.50

Longevity pay will be applied to the hourly wage beginning with the completion of more than one half year of service by July 1.

#### **Article XIV FINALITY AND DURATION**

This Agreement supersedes and cancels all previous agreements related to articles in this document between the School District and the Union or any employee and concludes the collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to the collective bargaining law and the understandings and agreements arrived at by the parties are set forth in this Agreement. An assignment between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement.

If any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

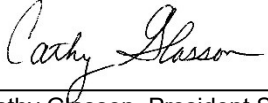
The School District and the Union, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate any matter during the term of this Agreement.

This Agreement shall be effective as of July 1, 2020 and shall continue in effect until June 30, 2025. The parties agree to meet annually in the final four years to negotiate wages under this agreement.

The wages rates specified in this Agreement are based on the State of Iowa's approval of a 2.3% increase in Supplemental State Aid. If the State reduces SSA or makes other unforeseen cuts to school funding, due to the COVID-19 pandemic, on or before December 31, 2020, the parties agree to immediately reopen negotiations for the sole purpose of base wages and the wages of current employees. All other negotiated terms shall remain in effect.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the \_\_\_\_\_ day of July, 2020.

**SEIU LOCAL 199**

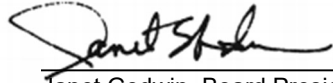


Cathy Glasson, President SEIU Local 199



Lori Wenman Peterson, Chapter President

**IOWA CITY SCHOOL DISTRICT**



Janet Godwin, Board President



Chace Ramey, Chief Negotiator



Alison Demory, Nutrition Director

Article XV FORMS



Grievance Form

(Please Print)

Control No. \_\_\_\_\_

Grievant and or Steward Name: Devin Mehaffey Position: Union Representative

Address: 2000 James St. Suite 111 Coralville, IA. 52241 Phone: (319) 248-3846

Type of Grievance: \_\_\_\_\_ Location: \_\_\_\_\_

Article(s) violated: \_\_\_\_\_

Date grievance occurred: \_\_\_\_\_ Approximate time: \_\_\_\_\_

Date processed at Step 1: \_\_\_\_\_ Supervisor signature: \_\_\_\_\_

Supervisor Response: \_\_\_\_\_ Union Rep. signature: \_\_\_\_\_

**Step 1** Informal oral attempt at resolving grievance

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date processed at Step 2 (Written): \_\_\_\_\_ Administrator signature: \_\_\_\_\_

Date Step 2 response given: \_\_\_\_\_ Union Rep. Signature: \_\_\_\_\_

Reply Step 2: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date processed at Step 3 (Written): \_\_\_\_\_ Administrator signature: \_\_\_\_\_

Date Stage 3 response given: \_\_\_\_\_ Union Rep. signature: \_\_\_\_\_

Employer Representative Signature: \_\_\_\_\_

Reply Stage 3: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Step 4** – Intent to arbitrate? \_\_\_\_\_ Union Representative signature: \_\_\_\_\_

