

NEGOTIATED AGREEMENT

BETWEEN THE

SEIU LOCAL 199:
Iowa City School-Year Secretaries

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, Director of Equity, 1725 N. Dodge St., Iowa City, IA 52245, 319-688-1000, tabor.jeremy@iowacityschools.org.

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ARTICLE I RECOGNITION

The Iowa City Community School District Board of Directors recognizes the SEIU Local 199: Iowa City School-Year Secretaries as the exclusive bargaining representatives as ordered in the PERB certification order. The bargaining unit shall include those positions included in the order.

INCLUDED:

Clerk/Typist, Receptionist/Typist, Receptionist/Secretary, Circulation-Professional Library Secretary, AV Secretary (in schools), Media Secretary (in schools), Faculty Secretary, Attendance Secretary, Sr. High Guidance Secretary, Elementary Principal's Secretary, Sr. High Assistant Secretary, Sr. High Registrar, Jr. High Combinations (Attendance Secretary/Bookkeeper, Registrar/Guidance Secretary), Media Center Processing Clerk, Alternative School Principal's Secretary, School Year Athletic Secretary, Music Secretary.

EXCLUDED: Confidential Secretaries excluded by Chapter 20 of the Code of Iowa, and secretaries whose employment is expected to exceed ten months per contract year.

ARTICLE II PAYROLL DEDUCTIONS

I Authorization

All employees must present written authorization to the District Business Office fifteen (15) days prior to the pay date for which payroll deductions are to be made. Authorization cards may be obtained from the District Business Office.

Upon appropriate written authorization from any bargaining unit member, the District may cause to be deducted from the salary of the employee and may make appropriate remittance for annuities, credit union(s), savings bonds, qualifying charitable organizations, insurances, or any other plans or programs jointly approved by the Union and the District.

II Termination

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

III Annuity

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

ARTICLE III UNION RIGHTS

I. Labor – Management Committee

A liaison committee composed of three appointees by the Union and three appointees of the Superintendent shall meet at least twice annually to discuss mutual concerns.

II. 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.

III. Agreement Copies

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

IV. Interschool Mail and Email

The Union shall have the right to use the interschool mail service and email server to distribute official Union material as long as such use does not interfere with the normal operation of the interschool mail or email service.

V. Union Representation

The Union agrees to supply the Board 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 II 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.

ARTICLE IV EMPLOYEE HOURS

I Length of Assignment

The length of an employee work year shall be determined by the District. All employees must complete their number of contracted days between the dates of July 1st and June 30th as established directed by the District.

II Inclement Weather

On days when schools are closed due to inclement weather, employees are not to report to work. Inclement weather days will be made up when a student day is rescheduled. For student days that are not rescheduled, employees will be paid as followed:

- 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 any inclement weather days beyond nine, the employee will be paid his or her regular daily rate of pay

The above schedule is only applicable to full inclement weather days. Late starts and early releases shall follow the procedures set out herein. On June 30th of the fiscal year, any remaining contract days that cannot be

worked will be paid in full subject to following all calendar requirements set for the work year calendar included with the letter of assignment.

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 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 if arriving later than the beginning of the assigned work hours. Employees 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 prior to students' reporting. On the first, second, third, fifth, seventh, 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 prior to the closure announcement.

III Workday

The required employee workday shall not exceed eight (8) hours. The arrival and departure time for employees shall be determined by their principal/supervisor, in conjunction with the HR department. Employees will be provided a daily duty-free, uninterrupted lunch period of at least thirty (30) minutes. Employees are entitled to a 15 minute paid break for every 4 hours worked.

IV 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 employee's administrative supervisor. The supervisor will, prior to its occurrence, inform the employee if the proposed overtime will be approved. It is understood that this may not always be possible. In that event, the employee will need to communicate the circumstances causing the extension of the employee's workday and indicate the amount of the additional time worked with the principal/supervisor on the first workday following the event. Hours of

vacation shall be counted as hours worked in defining a forty (40) hour work week.

ARTICLE V SENIORITY

Seniority means a regular employee's length of service from his/her first date of secretarial employment. Seniority is calculated in total years. For the purposes of determining longevity hourly pay, seniority and longevity will be synonymous.

I. Seniority List

During the first full week of September, the employer shall post on the District's website a seniority list showing job classifications and the continuous years of service for each employee. A copy of the seniority list shall be sent to the Union president when it is posted.

On or before the week following the end of the school year the District shall furnish the Union an updated employees list.

II. Breaks in Service

An employee's seniority record shall be broken by voluntary resignation, discharge, and/or retirement.

ARTICLE VI DISCIPLINE AND DISCHARGE

The employer in the exercise of its authority to properly operate the district shall have the right to discipline employees when necessary. The employer will make an attempt to verbally solve problems before 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 of employees for major discipline problems.

ARTICLE VII PERSONNEL OFFICE FOLDERS

Employees shall, upon request, be given a copy of all documents in their file. With mutual agreement, items may be removed from an employee's file.

ARTICLE VIII SICK LEAVE

I Accumulative Benefits

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.

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 twenty (120) days, excluding the current year allowance.

A day of sick leave shall be that of the employee's normal work day. Sick leave may be taken in quarter-hour increments.

II Confirmation

The superintendent/designee may require evidence confirming the necessity of any sick leave absence.

III Notification of Accumulation

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

IV 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.

V Reporting Absences

The Employee, prior to an absence, will call his/her school to inform his/her school supervisor of the impending absence. In the event the supervisor is unavailable, the employee may leave a message on the school answering machine or with the principals' designee. In addition, the employee will create an absence on the online absence management system prior to the start of school if a sub is required and no later than 11pm if no sub is required

VI Insufficient Sick Leave Accumulation

If an employee's accumulated sick leave is insufficient to cover a period of disability, the employee, upon his/her request, will be granted a leave of absence without pay pursuant to measures outlined in the Family and Medical Leave Act, if applicable.

VII 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." All employees may be granted use of sick leave at full pay for illness of an employee's family member. A maximum of six (6) 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 employee's building principal/designee, family illness leave for a medical condition of one's family member may be taken in quarter-hour increments.

VIII Other Benefits

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

ARTICLE IX LEAVES OF ABSENCE

I Temporary Leaves

A. Personal Leave

Employees shall be granted one (1) day leave per year for personal reasons. Employees may carry over a maximum of one (1) day of personal leave to the following school year, to accumulate to a maximum of two (2) days. A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal day shall notify his/her supervisor at least three (3) days in advance, except in cases of emergency. Personal leave may be used in one (1) hour increments if no substitute is involved and in half (1/2) day increments if a substitute is involved.

No personal leave will be granted the day before or the day after Thanksgiving, winter break or spring break. No personal leave will be granted during the first three weeks and last two weeks of the school year. This is calculated by counting the first full or partial three and last full or partial two weeks of the employee's work year. Personal leave will be approved unless the employer determines the employee's absence will affect the district's ability to carry out its mission.

B. 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 employee's principal/supervisor and submitted to the superintendent or designee.

C. Bereavement Leave

Employees shall be granted leave of absence at full pay for funerals of and/or arrangements for immediate family. Absence due to death in the

immediate family shall be paid in full not to exceed five (5) days per incident. This leave shall be able to be taken in increments of one (1) day. 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. With prior approval from Human Resources, an employee may take additional days for extended family, 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 of quarter hour increments, if no substitute is involved and in a minimum of ½ day increment if a substitute is involved.

D. Discretionary Leave

In the event that a life threatening (catastrophic) medical situation (intensive care, final stages of an incurable disease, or incapacitating injury) occurs to a member of an employee's immediate family (parent, spouse, or child) the employee may, after exhausting all emergency and other applicable leaves, apply to the superintendent or his/her designee for paid discretionary leave not to exceed 30 contract days in any one school year.

E. Inservice Leave

The District shall provide as it deems necessary, in-service training and workshops to all employees. Such training shall be considered part of the employees' workday. The employer will notify employees of relevant workshop and in-service opportunities and they will be eligible to attend.

For in-service opportunities outside of the District, the employer shall pay employees mileage for travel to and from the worksite and the in-service site at the federal mileage reimbursement rate.

F. Extended Leave

Extended leaves of absence, without pay, may be granted employees. Such leaves require approval by the employee's principal/supervisor and the superintendent or designee.

G. 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.

H. Union Leave

Up to eight (8) days shall be available to the Union for its representatives to attend non-political 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 day's prior notification to his/her supervisor or the superintendent's designee. The Union will pay the cost of the substitute if one is hired.

I. Substitutes may be sent out for employee absences upon approval of building administration and HR.

ARTICLE X VACATION

The following are paid vacation provisions for employees. The paid vacation period shall be based upon employment during the district's fiscal year.

Employees who are employed for less than the full duration of their position shall have their vacation period prorated. Employees shall be credited with one (1) day of vacation for every year of service beginning with the start of employment up to a maximum of six (6) days of vacation in any year. Vacation will be available during the contract year in which it

is earned. Vacation must be coordinated with and prior approval sought from the employee's immediate supervisor, and may be taken in fifteen minute (15) increments. When vacation is requested five (5) days in advance it shall not be unreasonably denied. If the employee can verify through the District's online leave accounting system that his/her vacation was denied, any unused vacation days remaining at the end of the contract year will be paid out at the employee's rate of pay.

A day of vacation shall be that of the employee's normal work day. Any district employee working in more than one unit shall receive the benefits package associated with the primary position. Primary is defined as the position where the employee clocks the majority of hours. If the hours are equally split, they shall receive the benefits of the position with the higher rate of pay. The service requirement for vacation during the first fiscal year of employment shall be determined by the date of original hire. Subsequent yearly service requirements shall be based on service during complete fiscal years. Employees who separate from the district during a contract year shall be deducted the appropriate pay for any vacation days taken that were not earned at the time of separation.

ARTICLE XI HEALTH PROVISIONS

Physical Examination

It shall be the policy of the Board of Directors of the Iowa City Community School District that all employees, shall at the time of hiring, submit to the Office of Human Resources a certificate from a physician stating that the individual has been examined by the physician and found to be free of contagious disease and that the individual is physically capable to perform duties while in no way endangering public health.

II Wellness Program

Employees shall have the option to participate in the Iowa City Community School District's Wellness Program at no cost to the employee.

ARTICLE XII SAFETY PROVISIONS

- I The district shall provide safe conditions of work and special clothing, equipment, and devices as required by applicable state or federal rule or regulation.
- II In cases where a school official is notified of a bomb threat or an intruder in the building, the affected schools or district will implement safety procedures deemed appropriate. Under no circumstances shall an employee be required to search for a bomb or intruder.
- III 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 XIII JOB POSTINGS

Open positions will be posted on the district's website for (7) working days, unless the position is posted within twenty-one (21) calendar days of the first day of class in the school year. In such circumstances, the position must remain open for three (3) days. The posting will include the job title (classification), work location, and hours per day. During the summer months, when school is not in session, openings will continue to be posted on the district's website.

ARTICLE XIV GRIEVANCE PROCEDURES

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

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

III First Step

An attempt shall be made to resolve any grievance in informal discussion between complainant and his/her immediate supervisor.

Second 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 immediate supervisor. 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 the event giving rise to the grievance.

The supervisor shall make a decision on the grievance and communicate it in writing to the employee and the superintendent or designee within ten (10) workdays after receipt of written notice of the grievance.

Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee may file, within five (5) workdays of the supervisor's written decision at the second step, a copy of the grievance with the superintendent or designee.

Within ten (10) workdays after such written grievance is filed, the aggrieved employee and the superintendent or his/her designee shall meet to resolve the grievance.

The superintendent or his/her designee shall file an answer within ten (10) workdays of the third step grievance meeting and communicate it in writing to the employee and the supervisor.

Fourth Step

If the grievance is not resolved satisfactorily at step three, there shall be available a fourth 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 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.

IV 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.

V Timelines

Timelines for filing a grievance may be mutually waived when requests to the district for information cannot be tabulated within the prescribed timelines of the grievance procedure of this Agreement.

ARTICLE XV WAGES AND SALARIES

I Schedule

Employees shall be compensated for their regular work hours worked pursuant to base wage and longevity set forth in Appendix A for 2020-2021.

II Placement on Salary Schedule

New employees will start on the base wage defined in Appendix A.

III Longevity

Employee's longevity pay shall be paid at an hourly rate. This payment is subject to regular withholding taxes consistent with all salary requirements of normal pay deductions. Longevity shall be calculated based on years of service. Employees that were hired prior to January 1 will receive credit as a year of service for this year. Employees hired on or after January 1 will begin accruing longevity service as of July 1. Qualifying years will be used to determine the employees' longevity pay and shall be based on the schedule found in Appendix B.

V Early Retirement

Eligible employees may participate in the District's Early Retirement Policy Administrative Guideline, Code No. 432.

V Extra-Curricular Assignments

Employees are allowed to accept extra-curricular assignments for such duties as timekeeper, scorekeeper, and ticket taker at school sponsored activities. Assignments to such duties shall be made by the employee's principal/immediate supervisor, and the employee shall be compensated at the district's normal compensation rate for such activities.

VI Method of Payment

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 1st - 15th of each month is paid on the last day of the month. Time worked the 16th - 31st of the month is paid on the 15th 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.

ARTICLE XVI FINALITY AND DURATION

The parties acknowledge that during the negotiations resulting 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 employment relationship 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 waive any right which might otherwise exist under law to negotiate any matter during the term of the 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.

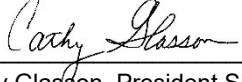
In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signature placed thereon, all on the ___ day of July, 2020.



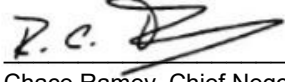
Shelly Maxwell, Chapter President



Janet Godwin, Board President



Cathy Glasson, President SEIU Local 199



Chace Ramey, Chief Negotiator

APPENDIX A

**IOWA CITY COMMUNITY SCHOOL DISTRICT
Secretarial Salary Schedule**

2020-2021

Base Wages	Paygrade I	Paygrade II
	\$15.92	\$16.52
Additional Wages		
Step 2	\$17.07	\$17.67
Step 3	\$17.37	\$17.97

GUIDE FOR CLASSIFICATION OF OFFICE AND CLERICAL EMPLOYEES

Paygrade I

Clerk Typist	Circulation Professional Library Secretary
Building Receptionist/Typist	Senior High guidance Secretary
Building Receptionist/Secretary	Senior High Registrar/Attendance Secretary
Assistant Principal's Secretary	Media Center Processing Clerk
AV Secretary	Media Secretary
Faculty Secretary	Athletic Secretary
Music Secretary	
<i>Junior High Combinations</i>	
Attendance Secretary/ Bookkeeper/ Registrar/ Guidance Secretary	

Paygrade II

Elementary Principal's Secretary	Alternative Site Secretary
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APPENDIX B

**IOWA CITY COMMUNITY SCHOOL DISTRICT
IOWA CITY, IOWA**

Secretarial Longevity Hourly Pay

2020-2021 Accumulated Years of Service	Hourly Pay
2-3 years	\$0.25
4-5 years	\$0.50
6-10 years	\$0.80
11-14 years	\$0.90
15-19 years	\$1.00
20 + years	\$1.10