Sioux City CSD IUOE #234 (Blue Collar) 7/1/2004 6/30/2007

SIOUX CITY CSD/IUOE #234 (BLUE COLLAR) 04-07

OPERATION AND MAINTENANCE EMPLOYEES

# *MASTER CONTRACT*

SIOUX CITY COMMUNITY SCHOOL DISTRICT

and

IUOE - Local 234

**July 1, 2004 ~ June 30, 2007**

Dear Employee:

The Sioux City Community School District and the Union of Operating Engineers, Local 234 thank you for your service and dedication to the students of our District. It is through employees such as yourself that we develop young minds that are the future of our community and our society.

Although we hope you never encounter problems that become an impediment to your success, we understand that sometimes problems do occur. The District offers all our employees and their families access to an Employee Assistance Program, which can help you work through personal, family, emotional and mental health issues. This service is free to our employees and family members and can be an invaluable resource in helping to work through these issues.

Should you ever encounter problems at work of such a nature as to feel threatened or harassed, whether by a student or another employee, it is important for you to know that you have a variety of ways to seek assistance. The District takes all forms of harassment very seriously and will not tolerate any such harassment. Should you believe you are encountering such a problem you should immediately contact someone of authority that can either take action or bring it to the attention of someone who can take appropriate action. Some options include, your principal or department leader, the District Equity Director, the Director of Human Resources, your Union Business Agent or representative, the Assistant Superintendent or the Superintendent. **The primary point to remember is, tell someone so the district can become aware of the problem and take the appropriate action to resolve it.** Again, we hope you will never have such a problem but if you do, seek help from the resources available within the district and the issue will be addressed quickly and decisively.

We hope you find your position with the district challenging, rewarding and enjoyable. Thank you for all that you do.

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The Master Contract between the Operation and Maintenance Employees International Union of Operating Engineers Local 234 and the Board of Education of the Sioux City Community School District shall be in effect for a period from July 1, 2004 to June 30, 2007. For each year of the contract the increase shall be a total package increase of 3.5% from the previous year inclusive of step increases, wages, FICA, IPERS and Insurance. Allocation of this 3.5% increase among these items will be determined before the beginning of the respective contract year.

## SECTION I - OPERATION EMPLOYEES

A. Efforts shall be made to encourage all school personnel to refer to those involved in cleaning and maintaining school property as Building Service Personnel.

B. BUILDING LEVEL SUPERVISORS (Elementary and Secondary Schools)

Building Level Supervisors shall be appointed for each building. Building Service Technicians or part time custodians may be assigned as determined by the Director of Operations and Maintenance or designee. Example duties of a Building Level Supervisor, in addition to those of his or her other regular building service work, shall include the following:

1. Responsibility for the efficient and satisfactory housekeeping of the entire building and grounds.

2. Organization to provide equitable division of the work among the Building Service Technician(s).

3. Training of a new Building Service Technician in the kind and quality of work required in the Sioux City School System.

C. BUILDING LEVEL SUPERVISORS/BUILDING SERVICE TECHNICIANS

1. Licensed stationary engineers of the proper class and grade shall be appointed for elementary and secondary schools, as designated by the Board of Education. They shall be responsible and qualified for the heating and ventilating, and for the operation and care of the mechanical equipment in the school, under the direction of the Environmental Systems Supervisor. The School District will pay the license fee for the acquisition and renewal of a stationary engineer's license.

2. Cooperation between Building Level Supervisor and Building Service Technicians is required at all times.

3. One Building Level Supervisor (BST4) shall be appointed in the elementary and he/she shall be responsible and qualified for the heating, cooling, ventilation, sanitation, mechanical equipment and the building service work in the schools and on the grounds. He/she will perform the building service duties as needed.

4. One Building Level Supervisor (BST 5) shall be appointed in the secondary schools, and he/she shall be responsible and qualified for the heating, cooling, ventilation, sanitation, mechanical equipment and the building service work in the schools and on the grounds. He/she will perform duties as needed.

5. The Environmental Systems Supervisor and the Building Services Supervisor within their respective categories shall judge the quality of the work of each such employee, and shall see to it that each employee maintains the standards prescribed.

6. Elementary and secondary building service personnel shall have ½ hour for lunch. Working hours may be varied from 5:30 A.M. to 12:30 A.M.

D. BUILDING SERVICE DUTIES

1. Appointees in all of the above classifications shall be under the immediate supervision of the Environmental Systems Supervisor for mechanical facilities and of the Building Services Supervisor in matters pertaining to building service duties and of the principals in discharge of their daily duties in connection with the conduct of the schools. Building service personnel may be required by principals to give the teachers not more than half an hour after the time of closing for completion of school work before they can begin sweeping, with the understanding that the teachers shall endeavor to so organize their work as not to interfere with the building service personnel sweeping in the time allotted to them after school is dismissed. Cooperation of building service personnel and teachers in all matters is required.

2. Building service personnel shall be reimbursed for removing snow from walks on weekends when called upon by the Building Services Supervisor.

3. Building service personnel may be assigned duty for evening meetings. Such personnel shall see that the building is used properly, and only as approved by the Board of Education, and

shall see that the building is properly closed. Services for employees in the above classification in connection with evening meetings will be paid as indicated on the wage scale prevailing each year.

4. Employees in the foregoing classifications shall be hired on the basis of twelve months and shall be paid their regular salary on a twelve month basis.

5. During the period of summer vacation employees in the foregoing classifications may be assigned to various maintenance crews. Forty hours shall constitute the work week throughout the summer vacation period.

6. Throughout the school year, and beginning with the pre-school clean up period, the work week shall be on the five-day basis, with the understanding and agreement that the scope, standard and quality of work shall be maintained to the satisfaction of the school principals and the Building Service Supervisor. The building service personnel can leave at the regular schedule ending time unless requested by the principal to remain due to an emergency or unusual situation.

7. For building service personnel, because of the nature of their work and the variance of requirements incident to weather and season, the number of hours in the work day or work week is not specified. Hours of work shall be required from day to day to give satisfactory performance of the specific job. However, it is mutually understood that the normal work week shall consist of approximately 40 hours and if the work cannot be done within this 40 hour week because of after school use of buildings for authorized meetings, building service personnel shall be reimbursed at the rate of time and one-half his/her regular wage, upon authorization from the Director of Operations and Maintenance or Designee.

8. Building service personnel will assist food service personnel in getting bulk food deliveries up or down steps to the kitchen when help is needed.

9. Care and cleaning of animals, plants and furniture which are personal property of a member of the school staff or student shall not be the responsibility of the building service personnel unless by mutual consent of the individual involved.

10. All part-time employees will be employed on a twelve-month basis. During the summer months and holidays (Easter, Christmas and New Year's), part-time employees may be assigned work on an eight hour per day basis.

During the summer months, part-time employees will be assigned to positions at the discretion of the Director of Operations and Maintenance or Designee based upon the needs of the School District. If a part-time employee is assigned to a custodial position at a specified building during the summer months, the employee's assignment may be changed to meet the needs of the School District as determined by the Director of Operations and Maintenance or Designee but no change will be made arbitrarily or capriciously.

SECTION II - MAINTENANCE EMPLOYEES

A. Maintenance employees include Head Auto Mechanic, Auto Mechanics, Garage Helper, Environmental Systems Technicians, Glaziers, Masons, Painters, Carpenters, Electricians, Plumbers, Steam Fitters, Maintenance Mechanics, Store Room Employees, Safety Technician, and Asbestos Workers.

B. HOURS OF WORK

Maintenance Employees in the above classifications shall be employed on the basis of a forty hour week, Monday through Friday, from 7:00 A.M. to 3:30 P.M. when school is in session (defined as the days between the first teacher contract day and the last teacher contract day in school year) and from 6:00 A.M. to 2:30 P.M. when school is not in session, including a half hour lunch period. It is understood and agreed that when any job, due to its nature or interference with the conduct of school, can better be done when school is not in session, employees may be called to work outside the regular working hours.

Approved overtime reported by Thursday will be paid on the check the second following Friday. A copy of an individuals' overtime record as listed in the business office shall be provided to an O & M employee who requests, for good reason, to secure such copy.

Employees shall be granted one 15-minute a break in the morning, and a 15-minute a break in the afternoon. Normally these breaks will start at 9:00 A.M. and 2:00 P.M. The afternoon break must be taken at the job site (cannot leave work area). The break time is considered as total time from the duties of the individual.

## SECTION III - TERMS OF EMPLOYMENT

A. Employees in all classifications are hired on a continuing basis, subject to the pleasure of the Board of Education. New employees will be hired on a trial basis for the first year, subsequent employment will be dependent upon satisfactory service.

B. Employees desiring to leave the employment of the Board of Education shall give fourteen days written notice, and shall not be discharged except on a fourteen days written notice, unless such discharge be for improper conduct as determined by the Board of Education. (Refer to Paragraph I, Page 13.)

C. When employees are promoted to a job within the same classification or a higher wage scale, they shall receive the rate of pay in effect for such a job. Preference for substitute custodial and engineering work on short-term vacancies (defined as up to 10 regular working days), according to listed priority, shall be for substitute work giving employees up to 40 hours per week.

1. Substitute work will first be given to part-time, qualified, and senior employees within the building(s) where the temporary vacancy occurs.

2. Next, work will be given to part-time bargaining unit employees when qualified by seniority. Their hours of work may be adjusted by the Director of Operations and Maintenance, or his Designee.

3. Finally, work will be given to individuals on recall requesting substitute work.

Preference for substitute custodial and engineering work on long-term vacancies (defined as lasting over two (2) weeks), according to the listed priority, shall be for substitute work giving employees up to 40 hours per week.

1. Substitute work will first be given to part-time qualified, senior employees with no conflict of bid hours.

2. Next, work will be given to part-time bargaining unit employees when qualified by seniority. Their hours of work may be adjusted by the Director of Operations and Maintenance, or his Designee.

3. Finally, work will be given to individuals on recall requesting substitute work.

SUBSTITUTING IN EXCESS OF 40 HOURS PER WEEK

1. Regular full-time employees.

2. Part-time employees.

3. Individuals on recall requesting substitute work.

D. The principle of seniority shall prevail in making promotions when skill, ability, and quality of work are equal. All regular employees shall be permitted to apply for any job opening if employee has the seniority and qualifications. If seniority is not followed in awarding a specific job, the by-passed employee may be granted a hearing if the employee believes the award to be unfair. Job openings shall be listed in a bulletin and distributed to each building. (When applying for a position within the department an employee is required to place his/her request in writing and provide a copy to the Director. Completion of a new or updated application is recommended but not required).

E. There shall be no discrimination against employees who accept membership in any Union nor with their becoming members of a Union. Employees shall not accept solicitation to membership in a Union, nor participate in Union activities during working hours. The School District shall provide, upon request from the Union, the names and job location of new employees in the Physical Operations Department.

F. Seniority shall mean the number of consecutive years of employment as a regular employee of the Sioux City Community School District. A regular employee is one who is hired for an indefinite period of time. A regular employee is not hired for a specific period of time such as for a summer or cover a period of absence of a regular employee. Seniority shall begin with the first day of regular employment. Part-time duty on a regular basis of three hours or more per day shall count toward seniority. Employment which involves less than three hours per day shall not count toward seniority.

In regard to assignment of seniority time, those working at least six hours per day or more on a regular basis shall be given full credit for each day worked. Regular employees who work at least four hours per day and less than six hours per day on a regular basis for a year shall be given 50% of the total time worked. Those working at least three hours per day, but less than four hours per day on a regular basis for a year shall be

awarded 33% or one-third years seniority. Anyone working under three hours per day on a regular basis would not achieve seniority for this time.

In the event of layoff and rehiring of employees, layoff shall be accomplished within the following categories: Building Service Technician I - III, Building Service Technician IV - V, individual Crafts, Storeroom, and Maintenance Mechanics. Within such categories the order of layoff shall be as follows:

1. Temporary employees in the bargaining unit (Physical Operations Department)

2. Probationary employees (those within their first year of employment)

3. Regular employees in reverse of their seniority, provided that the senior employee has relatively equal or greater qualification, aptitude and ability to perform than the junior employee. Years of service in the Operation and Maintenance Department will apply to seniority if transferred to a new classification in the O & M Department.

4. Layoff notices to employees will be issued 60 days prior to the actual layoff date. A list of employees receiving layoff notices will be submitted to Local 234 for review 10 days prior to the date for mailing layoff notices. Layoff shall mean that an employee has been terminated because there are fewer employment positions.

   In the event of a termination due to the lack of work in one of the aforementioned six classifications and the individuals who is to be terminated has more seniority in another classification in which he/she has previously worked and is fully qualified to assume the duties of a position in another class, he/she may displace a less senior employee in that position.

G. Continue to develop a sound safety program for the entire School District.

H. Employees in the aforementioned classifications are subject to the Director of Operations and Maintenance or Designee and the Board of Education. They shall make reports when and as the Director of Operations and Maintenance or Designee may require.

I. Employees in the aforementioned classifications shall refrain from the use of liquors, drugs, and from improper conduct in the buildings and/or on the job. Any infraction of this rule shall be grounds for immediate dismissal.

J. There shall be no use of tobacco products inside or outside the school building, on school grounds, or in school transportation.

K. The Director of Operations and Maintenance or Designee, has the right to direct the working force regardless of job classification and/or step and the temporary assignment of jobs are vested exclusively in the best interest of the Board of Education. In the sole and exclusive judgment of the Director of Operations and Maintenance or Designee, assistance may be provided in specific buildings.

L. When employees attend in-service type schools and programs which are approved and required by the Director of Operations and Maintenance or Designee, full salary shall be paid.

M. If a person who is a member of a racial, gender or disabled minority group and who is not a bargaining unit member applies for a position that is vacant, then the Superintendent may award the position to such person, providing that the award of the position advances the principles of affirmative action in the building or department in which the vacancy exists. Vacancy exists after the bidding process is completed as referenced in Section III D.

N. When O & M personnel are asked to work additional hours, the District will follow the Federal Fair Labor Standards Act. All hours worked in excess of forty hours per week shall be compensated at a rate of one and one half times the employee's regular wages, pro-rated on an hourly basis. Overtime shall be calculated by using hours actually worked as figured by the Fair Labor Standards Act for all but vacation, holidays and comp time, for these three exceptions only hours shall be calculated by counting hours paid. (For example, if an employee is on vacation for the full week and is called in to work, these hours in excess of forty (40) shall count toward overtime.)

O. In the event an engineer/building level supervisor is to be transferred to a job requiring a license of higher requirements, he or she shall be given sixty (60) days in which to obtain same.

P. An appropriate amount of compensatory time may be selected by the employee instead of taking the appropriate overtime pay, subject to the following:

1. No more than a total of forty (40) hours of compensatory time may be accumulated and used during the contract year.

2. Four (4) hours minimum increment usage.

3. Five (5) working days written notice, or one (1) working day notice by mutual agreement.

4. Limited to one (1) full-time person per building site per day.

5. Limited to four (4) full-time in the system (district) on any one day (two (2) in operations, two (2) in maintenance).

6. One and one-half (1-1/2) hours for each one (1) hour worked.

7. Compensatory time which is not used by June 30 will be paid for as overtime pay.

## SECTION IV - LEAVE AND FRINGE BENEFITS

### A. SICK LEAVE

1. A leave of seventeen (17) days per year will be granted to the 12 month employee. A leave of fifteen (15) days per year will be granted to the 10 month employee. Any unused days of sick leave in one year shall be credited for use in subsequent years, with the maximum of one hundred thirty (130) days so accumulated, exclusive of the seventeen or fifteen days of current sick leave.

2. Personnel employed on a regular yearly basis who work at least three hours per day shall be entitled to sick leave benefits. The number of sick days shall be proportionate to the employment schedule of the employee. Employee's accumulated sick leave shall be posted annually.

3. The School District will provide monthly notice of the balance of sick leave and vacation time for each department employee.

4. Employees who have a poor attendance record or when there is evidence of misuse of sick leave, may be requested to secure a written statement from their doctor stating the reason and need for the use of sick leave.

5. Full-time regular employees shall be eligible to be compensated for unused leave if they have been employed for the entire school year. Alternative A involves use of sick leave and personal leave while Alternative B is for sick leave only. Employees shall be eligible to receive benefits under only one plan.

| Alternative A (Sick Leave & Personal) | | Alternative B (Sick Leave) | |
|---|---|---|---|
| # of Days Used | Compensation | # of Days Used | Compensation |
| 0-.5 | $115.00 | 0-.5 | $100.00 |
| more than .5 to 1.5 | $100.00 | more than .5 to 1.5 | $ 80.00 |

B. LEAVE FOR ILLNESS IN THE FAMILY

A leave of not more than two days will be granted in each case of hospitalization of members of the immediate family of the employee, same is not to be charged against sick leave, said immediate family to be limited to the following relatives to wit: parent, child, wife, husband, brother, sister, or any member of the household of the employee. Only one leave of two days will be granted for repeated hospitalization of the same person for the same reasons. Eligible employees may receive one day of hospital leave when immediate family members are involved with bonafide one day surgery in a recognized hospital.

C. EMERGENCY LEAVE

Each employee may be granted one day of leave per year due to emergency cause. Said leave is dependent upon the approval of the staff member's principal, and the Superintendent or his/her Designee. Emergency leave is intended to provide leave in case of serious emergency which prohibits an employee from working on a particular day. Emergency leave is not intended to be used for personal business or in situations where other solutions can be worked out. Emergency business must be of a critical nature and such that it cannot be conducted at any other time than during school hours. Emergency leave may be used when a member of the employee's immediate family is confined at home due to sickness.

Requests for emergency leave are to be approved in advance whenever possible. Such requests are to be submitted to the building principal or coordinator in writing on the form provided. In the event of an emergency which prohibits prior approval, permission may be secured by telephone or in person, and then followed by a written request within five (5) days of the employee's return. All requests, both approved and disapproved are to be forwarded to the Human Resources Department for tabulation and study.

D. PERSONAL LEAVE

Employees shall be granted one full day or two (2) half days of personal leave per school year. Personal leave may be used in quarter-day increments only for the purpose of attending all elementary and secondary school functions for the employee's child. In order to assure adequate staffing of the school, any employee desiring personal leave shall submit a request for the same in writing to the employee's supervisor at least five (5) days in advance of the requested leave day. Should an unusual number of personal leave requests occur on one day causing a staffing problem within any school, the Director of Physical Operations or Designee shall have the discretion to grant only those requests for which adequate substitutes may be obtained, and no personal leaves shall be granted for the day immediately preceding or the day immediately following a holiday. Neither shall any personal leave of absence be allowed or recognized during any form of work stoppage. Personal leave shall be non-accumulative.

If the emergency leave day first has been utilized, the personal leave day may be used for a second emergency leave day under the same conditions applicable to emergency leave.

E. BEREAVEMENT LEAVE

A leave of not more than five (5) days on full pay will be granted in case of a death in the immediate family of the employee, said immediate family to be limited to the following relatives, to wit: parent, parent-in-law, child, wife, husband, brother, sister, or any member of the household of the employee.

A leave of not more than one day on full pay will be granted in case of a death in the following relatives of the employee, to wit: grandparent,grandparent-in-law, grandchild, brother-in-law or sister-in-law, uncle, aunt, nephew, niece, or first cousin, except if such relatives are members of the household of the employee, then the previous paragraph shall apply.

A leave of not more than three (3) days on full pay will be granted in case of a death in the following to wit: son-in-law or daughter-in-law.

In the event of the death of a fellow employee in the Sioux City Community School District, the Superintendent, or his/her Designee, shall grant sufficient time to attend the funeral to such number of employees as the Superintendent deems appropriate.

F. RESERVE UNIT LEAVES

Leave of absence shall be granted for any period of active State or Federal military service. Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave, as provided in Chapter 29A, Code of Iowa; provided, in the event any change is made by the Iowa General Assembly in Chapter 29A, Code of Iowa, then this leave of absence provision shall be renegotiated within sixty (60) days from such change in the law.

G. HEALTH LEAVE

A leave of absence without pay by reason of his/her personal health for periods not to exceed one year, subject to renewal, may be granted by the Board of Education upon presentation of medical evidence of need. Return is dependent upon the availability of a position for which the individual is qualified or they will be given the first available position for which they do qualify.

H. JURY DUTY

Any full-time employee who is subpoenaed for jury duty during work hours by any person or party, and any full-time employee who is subpoenaed by any person or party to appear in any Court proceedings shall be provided leave for such duty appearances.

The School District shall pay the employee full salary for the time involved based upon receipt of the amount received by the employee for the duty involved.

On the days he/she is excused from jury duty he/she shall promptly report back to his/her regular job.

I. VACATION

All full-time employees shall be granted vacation with pay on the following basis: one week of vacation following the first full year of employment, two (2) weeks of vacation following two (2) full years of employment, three (3) weeks of vacation following eight (8) full years of employment, and four (4) weeks of vacation following fifteen (15) full years of employment.

For purposes of this provision, a full year of employment is defined as employment with the School District on a continuous basis from July 1st of any given year through June 30 of the next succeeding year.

Employees hired after July 1, 1974 shall receive a prorated vacation based upon their initial date of employment, that is the date on which they began uninterrupted service with the School District.

(Temporary or extended leaves of absence granted by the School District shall not constitute an interruption of service.) Employees whose initial date of employment falls between July 1 of any given year and January 1 of the next succeeding year shall be granted a prorated vacation in the first year following their initial year of employment. Employees whose initial date of employment falls between January 1 of any given year and June 30 of that same year shall be granted a prorated vacation in the second year following their initial year of employment. All employees hired after July 1, 1974, shall be required to complete the number of full years of employment noted above in order to receive the respective weeks of vacation.

Employees whose initial date of employment falls between July 1st of any given year and January 1st of the next succeeding year shall be granted a prorated or portion of their third week of vacation to the closest one-half day, following nine (9) or portion of their fourth week of vacation following sixteen (16) full years of employment. Employees whose initial date of employment falls between January 1st of any given year and June 30 of the same year shall be granted their third week of vacation following eight (8) full years of employment and their fourth week of vacation following fifteen (15) full years of employment.

It is the intention of the Sioux City Board of Education to encourage the use of earned vacation time in the year in which it is available. In order to promote the annual use of vacation time, no employee will be permitted to carry over more than five (5) days of unused vacation from one school year to the next.

Employees may take vacation time during the regular school year including times when school is not in session subject to supervisor approval. Approval of vacation requests shall occur within (48) hours of submission and must be submitted 5 working days prior to the first day of vacation leave. This process shall apply to all O & M employees with the following exceptions:

Building custodial staff and engineers:

1. Shall not take vacation the first week prior to the opening of school.

2. Vacations when schools are in session (defined as the days between the first teacher contract day and the last teacher contract day in a school year excluding Winter break and Spring break) shall be granted according to the following criteria:

   a. Five (5) working days advance notice and approval.

   b. Limited to 5 days per school year per employee plus those employees who have more than eight (8) years and qualify for three (3) weeks of vacation (excluding carryover) may take an additional five (5) days during the school year.

   c. Limited to one full-time employee per building site.

   d. Limited to eight (8) full-time employees per week.

   e. If more than two employees apply for the same date, approval will be based upon seniority with the employee being allowed to exercise seniority once during the school year.

   f. Supervisors may, at their discretion, allow additional employees vacation during the school year.

J. FMLA LEAVE

The Board agrees to comply with the Family and Medical Leave Act and agrees that any policy adopted to implement the FMLA shall in no way reduce or adversely impact any provision of this Agreement. Employees shall be permitted to substitute vacation leave for FMLA leave, and the vacation days used shall count as days of FMLA leave.

K. HOLIDAYS

All full-time employees will be granted the following holidays on full pay: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. On Christmas Day, New Year's Day and Thanksgiving Day an additional day of vacation shall be granted. When Christmas or New Year's Day falls on a Tuesday or a Friday, the day preceding the holiday will be the second holiday. If the Fourth of July

falls on a Saturday, the employees may have a choice of pay or time off on the preceding Friday or the following Monday, subject to prior approval of the Board of Education.

When a member of the bargaining unit is required to work on a legal holiday that member shall receive double salary (normal daily rate and holiday salary).

L. UNION ACTIVITIES

Accredited delegates designated by the Union to attend established labor conventions may be granted time off without pay, if suitable substitutes can be provided. Request in writing not less than two weeks in advance shall be made to the Board of Education for action at their discretion.

M. UNIFORMS

Each full-time employee shall receive free of charge, from the Sioux City Community School District, three sets of appropriate uniforms for the first year of employment. Each year thereafter all employees in the Operations and Maintenance Department shall receive two uniforms per year. Full-time, six-hour helpers receive one uniform per year. Refusal to wear said uniforms shall be subject to normal discipline procedures.

N. PHYSICAL EXAMINATION

All full-time employees are required to have a physical examination every three years. The School District will pay up to $40.00 to help the examination cost.

O. WEATHER CONDITIONS

On any scheduled work day, when, in the exclusive opinion of the Superintendent or his/her Designee, extreme weather conditions exist which may present a danger, the Superintendent may allow employees to leave early without a salary deduction. It is understood that dismissal of students does not automatically provide for dismissal of Physical Operations employees.

P. REGULAR PART-TIME

Regular part-time employees who work a minimum of three hours per day, five days per week, will receive prorated benefits based on their regular part-time position for the following:

| | |
|---|---|
| Sick Leave | Personal Day |
| Vacation Time | Bereavement Leave |
| Paid Holidays | Emergency Leave |

(Example: If a regular full-time employee, working eight hours per day is eligible for seventeen eight-hour days of sick leave, a regular four-hour employee is then eligible for seventeen days of sick leave based on four-hour days. Similarly, a regular three-hour employee would receive paid holidays and approved leave on a three-hour per day basis.)

Q. TEMPORARY EMPLOYEE

A temporary employee is one whose period of employment with the School District is less than 120 payroll days in a consecutive 12 month period commencing with the date of initial hire. Payroll days are defined as days an employee is carried on the payroll. A temporary employee is one who is not filling in or substituting for a permanent employee. Also a temporary employee does not normally change work assignments on a regular basis. A temporary employee is normally hired for a short pre-determined period of time such as for the summer, or for a set period to complete a specific job or project. The School District will give notice of the temporary nature of the employment to all temporary employees at the time of hire and to the Union within 30 calendar days of hire. In order to extend employment opportunities for a temporary employee, the Union may waive the 120 payroll day limit if requested in writing with reasons given. Temporary employees receive no contract fringe benefits and their pay rate is stated in the Master Contract.

R. REGULAR EMPLOYEE

A regular employee may be classified as being regular by the Director of Physical Operations at the time of hire. A regular employee shall be defined as an employee who has worked regularly for the District for a period of 120 payroll days in a consecutive 12 month period. A payroll day shall mean any day an employee is carried on the District's payroll. A regular employee normally has a regular assignment and is not used to replace another regular employee.

If a temporary employee becomes a regular employee he/she shall receive paid holidays and allocated sick leave for future possible use retroactive to the date of the original hire. His/her seniority date shall also be the original date of hire. Insurance benefits will start on the first of the month following the date on which the individual is eligible to be classified as a regular employee.

S. SUBSTITUTE EMPLOYEE

A substitute employee is one who is assigned temporarily to a position that is held by a regular employee and the regular employee has/will be given the opportunity to return to the position. A substitute employee often does not work on a continuous schedule but may have interrupted service with the District. Also, a substitute employee is likely to have repeatedly regular changes in his/her assignments depending on how long the regular employee they are replacing is absent.

The need for a substitute worker is determined by the Physical Operations Director or his/her Designee. Salaries for substitute employees will be determined by the negotiations process in the same manner as other unit employees. Substitute workers receive no benefits beyond regular salary.

SECTION V - INSURANCE

The health, accident, and major medical insurance plan, the prescription drug plan, and the dental plan shall be self-funded in a manner which complies with the provisions of Iowa Code Chapter 509A. The Board agrees that the plan benefits currently in effect shall not be modified except as agreed upon by the parties.

Local 234 agrees to allow this change to self-funding. The District agrees to form an advisory committee, representative of all employee groups, on self-funding.

For the 2004-2005 contract year, the Board shall provide a benefit of $ 493.50 per month for full-time employees who elect single coverage and $ 613.50 per month for full-time employees who elect family coverage.

For the 2005-2006 contract year, the Board shall provide a total package increase of 3.5% from the previous year inclusive of step increases, wages, FICA, IPERS and Insurance. Allocation of this 3.5% increase among these items will be determined before the beginning of the 2004-2005 contract year benefits.

For the 2006-2007 contract year, the District shall provide a total package increase of 3.5% from the previous year inclusive of step increases, wages,

FICA, IPERS and Insurance. Allocation of this 3.5% increase among these items will be determined before the beginning of the 2006-2007 contract year benefits.

Dental insurance will be made available at the employee's cost, per insurance company provisions.

Part-time employees working a minimum of three (3) hours per day shall receive a benefit equal to one-half of the amounts listed above.

All employees who elect single coverage must purchase single health, accident and major medical/prescription drug insurance, single dental insurance, life insurance, and long term disability insurance. The difference between the monthly benefit provided by the Board and the cost of the required coverages may be used by the employee for the purchase of a tax-sheltered annuity or may be taken in cash.

All employees who elect family coverage must purchase family health, accident an major medical/prescription drug insurance, single dental insurance, life, insurance and long term disability insurance.

Eligible employees shall have insurance benefits on their first regular day of employment.

## SECTION VI - SCALE OF WAGES

### A. HELPERS

Upon the discretion of the Building Services Supervisor and the Director of Operations and Maintenance or Designee, additional help may be authorized for those buildings that do not have helpers.

### B. STEP SYSTEM

The Physical Operations Department is organized on a step system for promotion. The maintenance section will have the following crafts.

1. Auto Mechanic
2. Head Auto Mechanic
3. Carpenter
4. Electrician
5. Environmental Systems Technician
6. Glazier
7. Maintenance Mechanic
8. Mason
9. Painter

10. Plumber
11. Steamfitter
12. Asbestos Worker

C. ADVANCEMENT THROUGH THE CRAFT STEPS

1. Before any employee can advance to the next step that employee must have one full year in the preceding step and have completed the required training either from W.I.T. or an approved substitute.

2. If a position is posted for helper in some craft, the helper would be promoted to that craft once the opportunity (vacancy in that particular craft) occurs providing the individual has the skills of that craft and the individual can advance as high as step three in that particular craft.

3. An employee shall have the opportunity to be awarded a new position as a result of a job bid only once during a 365 day period. ("Awarded" to mean when actually put in the job).

4. A fourth step on the salary schedule shall be available to individuals regularly employed in the following crafts: auto mechanic, head auto mechanic, carpenter, electrician, maintenance mechanic, environmental systems technician, glazier, mason, painter, plumber, Steamfitter, or asbestos worker.

   Placement on Step 4 of employees in the aforementioned crafts, who are currently being paid on the 3rd Step, will be determined on the basis of performance and ability as measured by Board criteria (as proposed February 3,1984). Placement will be at the discretion of the Director of Operations and Maintenance or Designee who may seek assistance of departmental foremen. An employee who is not satisfied with the Director of Operations and Maintenance or Designee's decision as to placement may secure a conference with the Director to review the matter. An employee who is still dissatisfied shall have the opportunity to make a written request to have the case reviewed in a hearing with a three-member panel selectedby the Superintendent of Schools from the following:

   School Superintendent, Director of Human Resources, Business Manager or School Board members. The decision of the panel regarding placement on Step 4 shall be final and not be subject to the grievance procedure.

D. ADVANCEMENT THROUGH THE BUILDING SERVICE STEPS

1. Before any employee can move to the next step, that employee must have one year in the preceding step and complete the required training from W.I.T., or an approved substitute. Arrangemnets would be made for the second shift employees.

2. An employee can progress through Steps 1 and 2, but before receiving the salary rate for Step 3 or 4, he/she must have a valid operating engineer's license or assume the duties of a night supervisor at a secondary school. The night supervisor may progress to BST4 in the secondary schools. Upon receiving the operating engineer's license the employee shall be eligible for back pay (the difference between Step 2 and Step 3) for a maximum of 6 bi-weekly periods from the effective date of the license, if they have been held for more than twelve months on Step 2. If the employee does not receive the appropriate license in Step 2, said employee shall remain on Step 2 until receiving the required valid license, or is replaced because of local and/or state requirements.

3. An employee cannot move to salary Step 4 or 5 until he/she is performing the required duties of that step. Employees on all steps (3, 4 and 5) who have positions requiring a license shall maintain the required valid license.

4. An employee shall have the opportunity to be awarded a new position as a result of a job bid only once during a 365 days period. ("Awarded" to mean when actually put in the job.)

5. If a job opening exists in the building services department due to termination, retirement, death, etc., present employees who are qualified will be given an opportunity to be considered for the opening. Personnel shall be allowed to bid and be placed during the school year.

E. If a new experienced employee is hired, the Director of Operations and Maintenance or Designee can place that employee into the Step System according to his/her experience and ability.

F. A newly hired employee shall be placed on probation for one year.

G. An employee who receives $600 or more in training costs as the result of a transfer to a new position and the employee requests and receives a transfer within a year from the date of his/her transfer, the School District

shall be allowed recoup up to 50 percent (50%) of the total cost of its expenditure for training.

H. No employee shall receive a reduction in wages through a job posting unless one of the following conditions exists:

1. The posted job is a lesser paying job than the employee presently holds.

2. Employee wishes to change job classification or position which might be a lower rate.

3. Employee is not capable of holding a position because of health, medical and/or physical disability, but capable of holding a lesser paying position.

4. Full-time employees with a bid job shall have as a primary assignment their bid job. An employee may be required to work up to 13 working days per year in an assignment other than their bid job.

   An employee may volunteer to work more than 13 working days per year in an assignment other than their bid job.

I. If no employee meets the requirements for a craft or building service vacancy, a new employee from the outside may be employed for the position.

J. Continuing education may be authorized or required by the Director of Operations and Maintenance or Designee, but must be related to the employee's field of work.

K. All additional pay for Operations and Maintenance Personnel shall be authorized for payment through the office of the Director of Operations and Maintenance. Payment shall be included in the check issued the following mid-month.

The rate of pay will be as follows:

2004-2005 School Year - Minimum $20.00 (on a call)

L. BUILDING CHECKS

When personnel are required to perform building checks as required and directed by management, they shall receive the minimum agreed upon

reimbursement ($20.00 for the 2004-2005 contract). If the time required for this duty exceeds 35 minutes personnel shall be paid at a rate of time and one-half his/her regular hourly rate for the total amount of time worked. Local 234 and the District have agreed upon the maximum amount of time required for routine building checks at each level - elementary school, 20 minutes; secondary schools 45 minutes. Employees shall always keep document and report and accurate record of time expended for each building check. It is recognized by the parties that the maximum times will be exceeded due only to extenuating and verifiable circumstances.

M. Auto mechanics, head auto mechanics, and maintenance mechanics who are regularly assigned to a second shift and who work at least fifty percent (50%) of their shift after 4:00 P.M. shall receive the same bi-weekly night premium pay as paid to secondary school staff.

SECTION VII - GRIEVANCE PROCEDURE

A. Definition of a grievance

A grievance is a complaint submitted as a deviation or violation of this Master Contract.

B. Goal

The goal of this procedure is to secure at the lowest possible level, equitable solutions to the problem which may occur affecting Operation and Maintenance personnel.

C. Who May Initiate a Grievance

1. All O & M personnel

2. A group of O & M personnel having the same grievance.

D. Participants in Grievance Procedures

1. Aggrieved

2. The aggrieved accompanied by representatives

3. A representative in the name of the organization

E. In the event that the matter is not resolved informally, there are two (2) steps of appeal:

1. Aggrieved, steward and Director of Operations an Maintenance or Designee (immediate supervisor if desired).

2. Same as Step I and Superintendent of Schools or his/her representative.

Step 1.

a. In the event that the matter is not resolved, a grievance must be filed within five (5) normal working days following the action or condition which is the basis for the grievance. The problem may be submitted in writing as a grievance to the supervisor and/or Director of Operations and Maintenance or Designee.

b. After the O & M Supervisor received the grievance he shall state his decision together with his supporting reasons to the aggrieved within five (5) normal working days.

Step 2.

The same procedure will be followed as in Step 1, but investigation will be completed by the Superintendent of Schools or his/her representative within ten (10) normal working days.

F. All formal appeals shall be in writing starting with Step 1 and shall include:

1. Name and position of the aggrieved

2. A statement of the grievance, the policy, the specific facts of violation(s) and reasons why they should be judged a violation

3. The action requested

4. Signatures of the aggrieved and representative

G. Only grievances which involve an interpretation of the Master Contract may be taken to binding arbitration.

Step 3. (Arbitration)

If the grievance is not resolved satisfactorily at the Second Step, the matter may be submitted to arbitration. The Union, on behalf of the grievant, may submit a written request to the Superintendent within thirty

(30) days from receipt of the answer in the Second Step to enter into such arbitration.

Within five (5) days after such request for arbitration, a written request for a list of Arbitrators shall be made to the Public Employment Relations Board (PER Board) by the Union. The list shall consist of five (5) arbitrators each of whom is listed with the American Arbitration Association, and the parties shall determine by lot which party shall be required to remove the first name from the list. The parties shall meet within three (3) working days and shall strike four (4) names from the list with the first name stricken by the party required to do so and the remaining names stricken by the parties in alternation. The person whose name remains shall be the Arbitrator.

The Arbitrator shall be selected within 60 days of the date on which the request for arbitration was submitted. The Arbitrator selected shall confer with the representatives of the parties and hold hearings and render a decision promptly. The Arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision other than one which interprets the meaning of this Contract. The decision of the Arbitrator shall be final and binding on the parties.

The costs for the services of the Arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the parties. Any other expenses incurred shall be paid by the party Incurring the same.

The cost of a substitute for the grievant during arbitration hearings shall be borne equally by each party. The Union shall pay the full cost of the substitutes for its witnesses.

## SECTION VIII - MISCELLANEOUS

### A. EVENING MEETINGS

1. All after school and evening meetings, including school meetings, P.T.A. meetings, etc., shall be listed and reported by each building service employee. Reports shall be for the calendar month, and filed in the Office of the Director of Physical Operations on or before the fifth (5th) of the following month. For all evening meetings for school activities or P.T.A. scheduled by the principal, the principal should initial each meeting on the report, and inform the Building Service Technician at least 24 hours in advance whenever possible.

2. Building Service personnel who are assigned to a specific building are responsible for all evening meeting supervision. If for some reason they cannot be present for a scheduled meeting, they shall inform the Building Services Supervisor and make mutually satisfactory arrangements.

B. OUTSIDE ORGANIZATION MEETINGS

1. Buildings shall be opened for outside meetings only on order from the office of the Director of Operations and Maintenance (except P.T.A. meetings and school activities on order of the principal). All meetings on Saturdays, Sundays, holidays or in vacation periods must have been authorized by the Director of Operations and Maintenance or Designee. The principal and the building service personnel will be notified in advance. As much advance notice from the principal will be given for evening meetings as deemed possible by the principal.

2. No group shall be allowed to enter the building until the adult supervisor in charge of the meeting is present and has presented the permit card from the office of the Director of Operations and Maintenance. Activities of any group are to be confined to the room or rooms to which they are assigned (no wandering about the building, playing in the halls, etc.). Groups of minors shall not be admitted unless accompanied or preceded by the adult supervisor. The supervisor must remain in the building until the last member of the group has gone. Should the supervisor leave early, the group shall be sent out and the building closed. The building service personnel must stay in the building until all are gone; then lock up the building.

C. WORK SCHEDULE

1. The Building Services Supervisor shall determine the hours of work for all building service personnel. Building Level Supervisors shall determine the work schedules with the building service technicians, subject to review by the Building Services Supervisor.

2. Union stewards shall have the option of meeting with the Building Services Supervisor for the purpose of analyzing the work of all building service personnel.

3. Storeroom personnel shall be employed throughout the year on the basis of forty hours, five-day week, similar to the maintenance personnel.

## D. ENGINEERS LICENSE REQUIRED

Minimum license required for schools is based upon boiler HP reading as of July 1, 2004

| SCHOOL | LICENSE REQUIRED |
|---|---|
| East High School | 1 |
| North High School | 1 |
| West High School | 1 |
| Central | 2 |
| East Middle School | 2 |
| Riverside | 2 |
| Hoover Middle School | 2 |
| West Middle School | 1 |
| North Middle School | 2 |
| Bryant | 3 |
| Clark | 2 |
| Crescent Park | 3 |
| Emerson | 3 |
| Everett | 3 |
| Hawthorne | 3 |
| Hunt | 3 |
| Iriving | 3 |
| Joy | 3 |
| Leeds | 3 |
| Lincoln | 2 |
| Longfellow | 2 |
| Lowell | 3 |
| McKinley | 2 |
| Nodland | 3 |
| Roosevelt | 3 |
| Smith | 3 |
| Sunnyside | 2 |
| Washington | 3 |
| Whittier | 3 |
| Administration Building | 3 |

## SECTION IX - BI-WEEKLY SALARY SCHEDULE

### MAINTENANCE MECHANICS/SAFETY TECHNICIAN

| STEP | 2004-2005 |
|---|---|
| 1 | $1,184 |
| 2 | $1,216 |
| 3 | $1,232 |
| 4 | $1,288 |

### CARPENTER/MASON

| STEP | 2004-2005 |
|---|---|
| 1 | $1,288 |
| 2 | $1,325 |
| 3 | $1,363 |
| 4 | $1,402 |

### STEAMFITTERS/PLUMBER/HEAD AUTO MECHANIC

| STEP | 2004-2005 |
|---|---|
| 1 | $1,313 |
| 2 | $1,349 |
| 3 | $1,384 |
| 4 | $1,421 |

### ELECTRICIAN/ENVIRONMENTAL SYSTEM/ASBESTOS

| STEP | 2004-2005 |
|---|---|
| 1 | $1,328 |
| 2 | $1,365 |
| 3 | $1,403 |
| 4 | $1,441 |

Electrician with a Class B license - add $0.25 per hour.

PAINTER/AUTO MECHANIC

| STEP | 2004-2005 |
|---|---|
| 1 | $1,277 |
| 2 | $1,302 |
| 3 | $1,335 |
| 4 | $1,375 |

GLAZIER

| STEP | 20004-2005 |
|---|---|
| 1 | $1,279 |
| 2 | $1,312 |
| 3 | $1,347 |
| 4 | $1,377 |

STOREROOM

| POSITION | 2004-2005 |
|---|---|
| SUPV. | $1,293 |
| STRKPR. | $1,217 |
| DRIVER | $1,205 |

BUILDING SERVICE TECHNICIAN

| STEP | 2004-2005 |
|---|---|
| 1 | $1,109 |
| 2 | $1,116 |
| 3 | $1,138 |
| 4 | $1,273 |
| 5 | $1,325 |

NIGHT PAY (bi-weekly)

| LEVEL | 2004-2005 |
|---|---|
| SECONDARY | $11.14 |
| ELEM. | $6.66 |

LONGEVITY (BI-WEEKLY)

| YEARS | 2004-2005 |
|---|---|
| 10 YRS. | $5.33 |
| 20 YRS. | $10.74 |
| 30 YRS. | $16.06 |

PERMANENT PART-TIME WORKERS

| 2004-2005 |
|---|
| $9.80 |

SUBSTITUTE PAY

| POSITION | 2004-2005 |
|---|---|
| CUST. | $9.80 |
| ENGR. | $13.17 |

MINIMUM CALL-OUT

| 2004-2005 |
|---|
| $20.00 |

Effective Date: July 1, 2004

Except where otherwise provided herein, this Agreement shall become effective July 1, 2004. It shall remain in full force and effect until the 30th day of June, 2007,and shall be automatically renewed year to year thereafter unless on or before September 1st prior to the expiration date, either party gives notice, in writing, of a desired change in or termination of this Agreement.

If either state or federal legislation relating to participation in a plan of national, state, or regional health care is passed prior to the expiration of this Agreement, and if such legislation would affect the insurance benefits provided under this Agreement, then the parties agree that they will re-open negotiations with respect to Section V (A) Health Insurance.

If insurance rate increases are 12% or more in any given year after July 1, 2005, then Sections V Insurance and VI Scale of Wages will reopen for renegotation.

SIOUX CITY COMMUNITY SCHOOL DISTRICT

Director of Human Resources

Date: 7/15/04

Melvin C. McKeon

Director of Physical Operations

Date: 8-20-04

Anne N. James

President, Board of Directors

Date: 8-23-4

I.U.O.E., LOCAL 234

Scott Taylor

President

Date: 7-21-04

Lisl Lane

Business Manager/Finance Secretary

Date: 7-20-2004

Ronald D. French

Bus. Rep./Chief Negotiator

Date: 7-15-04

413014

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