

AGREEMENT

BETWEEN THE



WATERLOO COMMUNITY SCHOOL
DISTRICT

BOARD OF DIRECTORS

AND

LOCAL 2749 of the
FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES

AFL — CIO

JULY 1, 2008, THROUGH JUNE 30, 2011

NONDISCRIMINATION

The Waterloo Community School District values our culturally diverse society and is committed to providing quality experiences which develop an awareness and appreciation for the aspirations, issues and achievements of all people.

The District shall establish and maintain an atmosphere in which all students and staff can develop attitudes and skills for effective and cooperative living based on respect for the individual.

The Waterloo School District shall promote nondiscrimination through fair and equitable employment, promotion and assignment of staff, utilization of multicultural, nonsexist instructional materials; and equal access for all students to academic and co-curricular programming.

The Board is committed to the policy that no otherwise qualified person will be excluded from employment on the basis race, color, creed, gender, sexual orientation, gender identity, ethnic/national origin, religion, age, socio-economic status or disability. Further, the board affirms the right of all students and staff to be treated with respect and to be protected from intimidation, discrimination, physical harm and harassment.

Harassment or discriminatory behavior that denies civil rights or access to equal educational opportunities includes comments, name-calling, physical conduct or other expressive behavior directed at an individual or group that intentionally demeans the race, color, creed, gender, sexual orientation, gender identity, ethnic/national origin, religion, age, socio-economic status or disability of the individual or individuals or creates an intimidating, hostile or demeaning environment for employment or education.

Inquiries regarding complaints of discrimination shall be directed to the Affirmative Action Coordinator by writing to Dr. Beverly Smith, Associate Superintendent for Human Resources/Equity, Waterloo Community School District, Education Service Center, 1516 Washington Street, Waterloo, IA 50703, 433-1800. Complaints can also be directed to the Iowa Civil Rights Commission, 211 East Maple, Des Moines, IA 50703, (515) 281-4121, or Region VII Office for Civil Rights, 310 W. Wisconsin Ave., Suite 800, Milwaukee, WI 53203-2292, (414) 291-1111.

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ARTICLE I

GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

A. Grievance -

A grievance is an allegation by an employee, a group of employees, or the AFSCME that there has been a violation, misinterpretation or misapplication of any provisions of this agreement.

B. Grievant -

A grievant is the initiator of the grievance and any party who joins with the initiator at any subsequent level of the procedure set forth below.

Grievants are limited to either an employee, a group of employees, or the AFSCME, or any combination of the first two with the AFSCME.

C. Party of Interest

A party in interest is any grievant as defined above and the District.

SECTION 2. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting parties in interest. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

SECTION 3. PROCEDURE

A. Step One -

The employee with the Union steward shall take up the grievance or dispute informally with the employee's immediate supervisor within ten (10) working days after the employee acquired or should have acquired, with normal diligence, knowledge of its occurrence. The Supervisor shall attempt to adjust the matter and shall respond to the employee within three (3) working days. For the purposes of this paragraph, the employee's building principal will constitute the immediate supervisor for building custodial staff, the kitchen manager will constitute the immediate supervisor for food service personnel, the division director will be the immediate supervisor for those employees assigned to the central storeroom. The Union steward has the right to be present with or without the employee's consent.

B. Step Two -

If the grievance has not been settled, it shall within five (5) working days be presented in writing to the director of the department within which the employee is assigned. The director of the appropriate department shall then have five (5) working days in which to give his written answer to the grievance and forward such to the Union chief steward and to the Union president.

C. Step Three -

If the grievance still remains unadjusted, it shall within five (5) working days be presented to the Superintendent or his designated representative. The superintendent or his designated representative shall meet with the grievant(s) within five (5) days after the date of delivery of the grievance to the Superintendent. The Superintendent or his designee and the grievant or grievants as a group shall each be limited to not more than three (3) designated representatives at the meeting. Within five (5) working days after the meeting, the Superintendent shall indicate his disposition of the grievance in writing to the Union chief steward and to the Union president.

D. Step Four – Binding Arbitration

- 1) If the grievant(s) or the AFSCME are not satisfied with the disposition of the grievance by the Superintendent, the grievant and the AFSCME shall meet to discuss the merits of submitting the grievance to arbitration.
- 2) If the AFSCME determines that the grievance is meritorious, it may submit the grievance to arbitration by delivering a written request therefore to the Superintendent within ten (10) days after the date of the delivery of the Superintendent's disposition in Level Three.
- 3) Within ten (10) days after the date of delivery of the written request for arbitration to the District, the AFSCME and the District shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If they are unable to agree to an arbitrator or to obtain such a commitment within the specified period, they agree to jointly submit a request to the Federal Mediation and Conciliation Service for a panel of five (5) arbitrators. Within five (5) days after receipt of the panel of arbitrators, the AFSCME and District shall meet and determine by lot which party shall have the right to remove the first name from the list. Immediately thereafter, the parties shall each alternately strike names from the list until just one name remains, who shall be the arbitrator and the parties shall immediately notify the Federal Mediation and Conciliation Service of their selection.

- 4) The arbitrator so selected shall confer with the designated representatives of the District and the AFSCME and hold hearings promptly. The participants at any hearing shall be limited to not more than five (5) individual employee grievants, five (5) designated representatives of the District, together with such witnesses of the parties in interest as may be required for a proper submission of the grievance. The District and the AFSCME shall jointly request the arbitrator to issue his decision within thirty (30) days after the date of the close of the hearing or, if oral hearings have been waived, then within thirty (30) days from the date that written briefs and arguments are submitted to him by the parties. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his opinion, shall not amend, modify, nullify, or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the District and the AFSCME or as determined by him after hearing the evidence and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement. The decision of the arbitrator shall be submitted to the District and the AFSCME and shall be final and binding on the parties.
- 5) The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses and the cost of the hearing room shall be borne equally by the District and the AFSCME. Any other expenses incurred shall be paid by the party in interest incurring same.

SECTION 4. MISCELLANEOUS

A. Group Grievance

If, in the judgment of the AFSCME, a grievance affects a group or class of employees, the AFSCME may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three within the same time limits as set forth in "Section 3, Procedure A., Level One" above. The AFSCME may process such a grievance through all levels of the grievance procedure.

- B.** Nothing in this agreement or specifically in this Article shall be construed to in any way limit or prohibit the right of an individual employee in the bargaining unit to meet with any principal, the Superintendent or other designated representative of the District to adjust individual complaints as authorized by Section 20. 17-1 of the 1977 Code of Iowa, provided such adjustment does not violate the terms of this agreement.

- C.** In the event any grievant or the AFSCME does not proceed from one level of the grievance procedure to the next level within the time limits specified, the grievance shall be considered settled on the basis of the last disposition given by the District or its employee or designated representative, unless prevented from doing so by valid and extenuating reasons.

- D. In the event the District or one of its supervisory employees or designated representatives does not deliver a written disposition called for at any level of the grievance procedure within the time limits specified, the grievant(s) may proceed to the next level in the same manner as if the disposition had been so delivered.
- E. The time limits specified in the Article may be extended by mutual agreement.
- F. Any investigation or processing of grievances by any grievant or the AFSCME or its designated representatives which involves an employee in the bargaining unit may be done with pay, during the work day of said employees, with the understanding that released time with pay will be given said employees who are grievants or witnesses providing said employees work will be done without additional cost to the District.

ARTICLE II
DUES DEDUCTION

SECTION 1. AUTHORIZATION

The District agrees that on receipt of individual written authorization from an Employee, in the manner set forth in Section 736. A. 5 of the 1977 Code of Iowa, the District will deduct from said eligible employee's pay the membership dues of said employee for the Union, Local 2749.

SECTION 2. REGULAR DEDUCTION

Pursuant to the deduction authorization submitted as provided in the preceding section, the District shall deduct an equal amount of dues from each salary check of the employee each month and shall indicate AFSCME on the employee's check stub. Such authorization shall be terminable with written notice to the Employer and the Union between September 1st and September 15th of each year.

SECTION 3. PEOPLE DEDUCTION

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employee and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

SECTION 4. TRANSMISSION OF DUES

The District shall transmit to the Treasurer of the Union the total deduction for all membership dues so authorized within fifteen days following the regular pay period of the month. At the time the District transmits the first total monthly deduction payment to the Union after the signing of this agreement, it will also send a complete list of names of employees for whom the deductions are made. With each subsequent monthly membership dues remittance, the District will then make notations of additions or deletions from said initial list.

SECTION 5. INDEMNIFICATION

The Union agrees to indemnify and save the District harmless against any and all claims, demands, suits or any other liability which shall arise out of or be based on the District's compliance with the provisions of this Article.

ARTICLE III

WAGES

SECTION 1. WAGE SCHEDULE

Employees shall be compensated in accordance with the District adopted wage schedules which are attached to this agreement (Schedules A, B, and C).

SECTION 2. PAY PERIOD

The pay days for payment of salary and wages to employees shall be every other Friday. In the event that pay day falls on a holiday or on a day which work is not normally scheduled (excepting spring break) the preceding work day shall be the pay day for that week.

ARTICLE IV

INSURANCES

SECTION 1. TYPES

The District will provide all regular employees whose individual contract is based on eighty (80) percent or more of the daily contract rate with the following insurance benefits. Employees who work twenty (20) hours to twenty-nine (29) hours on the daily contract rate may purchase the health and major medical insurance benefits at his/her expense as designated in Paragraph (a) below. The District will not contribute to their family insurance purchase. Payment may be made by payroll deduction or by the individual in advance. The provision is subject to the insurance carrier's approval.

Health and Major Medical -

Each employee shall be provided at District expense with a comprehensive major medical program.

Family insurance benefits may be provided through payroll deductions at the employee's option. The District will contribute \$50.00 per month toward such family insurance coverage.

Dental -

Each employee shall be provided at District expense a dental insurance program at least equivalent to the coverage as amended by the insurance specification bid in March of 1985, provided the program of coverage remains available from the District's carrier or a comparable group insurance carrier. Family dental insurance shall be available for employees to purchase.

Life -

Each employee shall be covered by a term life insurance program paid for by the District which provides a minimum death benefit of \$20,000. Such insurance shall also provide double indemnity for accidental death. Amounts available for optional life insurance coverage will be no less than \$10,000.00. Additional amounts may be available depending on the carrier. Employees hired before 8/1/2007 will be allowed to maintain their current levels of voluntary life insurance.

Long-Term Disability -

The District will furnish long-term disability insurance to all full-time AFSCME bargaining unit employees (those working 30 hours or more) with the following coverages:

- a) 90-day waiting period
- b) A minimum of 60% of covered wages
- c) Coverage for up to two (2) years

SECTION 2. INSURANCE COVERAGE

The above coverages will be in effect on the first day of employment provided the insurance forms have been completed and returned to the District. The District shall forward the employee's name to the insurance companies which provide the various insurance coverages. The District provided insurances are effective while the employee is on payroll.

SECTION 3. INSURANCE DESCRIPTIONS

The District shall provide each new employee with a description of the insurance coverage provided, as soon as possible, subject to the insurance carrier's providing such information to the District.

SECTION 4. CONTINUATION

The District provided insurance coverages shall be continuous throughout the employee's contract period. This means that such coverage will extend beyond sick leave accrual; however, if the employee has a family or dependent coverage, it will be the employee's responsibility to reimburse the District for such premiums.

Employees on an approved leave shall have the option to continue any of the District provided programs in Section 1 paying the premiums to the District within thirty (30) days of the due date.

SECTION 5. OPEN ENROLLMENT PERIOD

An open enrollment period shall be established by the District and the insurance carrier.

ARTICLE V
SICK LEAVE

SECTION 1. ELIGIBILITY

Employees shall be eligible for sick leave after thirty (30) days of service with the District.

SECTION 2. ALLOCATION OF SICK LEAVE DAYS

All employees shall be credited with one and one-half (1 1/2) days of sick leave per month of actual employment. Employees may not take sick leave days during their initial thirty (30) days of employment as set forth in Section 1 of this Article.

SECTION 3. ACCUMULATION OF SICK LEAVE

Employees who are employed for less than two hundred (200) days may accumulate a maximum of one hundred sixty-five (165) days sick leave. All employees who are employed for two hundred (200) or more days annually may accumulate a maximum of one hundred seventy-nine (179) days of sick leave.

SECTION 4.

When an employee is absent because of illness, accident or injury, for a period of five (5) consecutive working days or more, he shall present to the District a physician's statement of approval to return to work.

All sick leave is subject to verification and certification by a physician as may be requested by the District.

SECTION 5.

The District has the right to request an independent opinion from a physician of its choice and at its expense if deemed necessary.

SECTION 6.

Sick leave is defined as the absence of an employee from the regularly assigned duties as the result of contracting or incurring any illness or injury which renders such employee unable to perform the duties of his employment.

SECTION 7.

For absences of an employee from the regularly assigned duties as a result of any service-connected illness or injury which renders the employee unable to perform the duties of his employment and for which worker's compensation participates, the employee will draw his regular salary up to his sick leave benefit maximum and the employee will endorse to the District any worker's compensation which he receives during his sick leave benefits period. Upon the expiration of sick leave, the employee will retain his worker's compensation check. The District will credit back to the employee on a "per diem basis" sick leave credit equivalent to the worker's compensation checks which are endorsed to the District.

ARTICLE VI

LEAVES OF ABSENCE

SECTION 1. ELIGIBILITY

Employees shall be eligible for leaves of absence after thirty (30) days of service with the employer, except Bereavement Leave is available upon employment. The employees who are eligible for leaves of absence must file for such leaves upon the expiration of their accumulated sick leave. Such leaves shall terminate at or before the end of the current contract year.

SECTION 2. APPLICATION FOR LEAVE

- A. Any request for a leave of absence shall be submitted in writing on the proper form by the employee to the immediate supervisor. The request shall state the reason for the leave of absence which is being requested and the approximate length of time off that the employee desires.
- B. Authorization for leave of absence shall be furnished to the employee by the District and shall be in writing.
- C. Any request for a leave of absence shall be answered as soon as possible except in emergency situations. All such requests shall be filed as far in advance as is reasonably possible.

SECTION 3. PERSONAL AND BUSINESS LEAVE

Employees may apply for temporary non-accumulative leave of absence for the following reasons.

- A. One (1) day may be used to transact strictly important personal matters of a mandatory nature such as a summons to appear before the Internal Revenue Service, participation in a Court proceeding or hearing in which the employee's presence is required by the court; appointment with an attorney to settle a legal matter or an appointment involving a real estate mortgage matter with a financial institution. To qualify under this category, the personal business matter must be of timely importance which cannot be transacted by telephone, after school hours or on weekends and the District may require reasonable substantiation of the matter requested.
- B. Two (2) days personal leave for no reason given, providing that no more than one such leave for employees in a particular building will be granted on any given day. The second day will cost the employee \$10.00 and will be prorated if the employee works less than a full day.
- C. Personal or business leave days are not accumulative from year to year. Personal or business leave days may not be taken on consecutive work days.

- D. All staff will be expected to follow the appropriate procedures in filing the form prior to leave unless of an emergency nature.

It is not mandatory for employees to call Central Stores upon leaving or returning for vacation and personal leave days, unless there is a variance in the request for leave as set forth in the leave form.

- E. None of said personal or business leave days shall be approved on the day before or the day following paid holidays or weekends in which paid holidays fall or on the day before or the day following vacation periods.
- F. Exceptions to the limitations stated herein regarding when personal or business leave days may be taken may be made in the sole discretion of the District. Decisions with respect to exceptions hereunder shall not be grievable.

SECTION 4. BEREAVEMENT

A. Immediate Family

An employee of the District may apply for personal leave in case of death of a member of the immediate family (husband, wife, child, father, mother, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents, grandchild, and this shall also include "step" or "foster" relationships). The employee will be granted leave without loss of pay for as many days, not to exceed five (5), as may be necessary in the sole judgment of the District. An additional five (5) days may be granted without pay as may be necessary in the sole judgement of the District.

B. Unusually Close Relationships

In case of a funeral of any other relative or person of an unusually close relationship, the employee may be granted one-half (1/2) day with pay. One (1) day may be taken for out-of-town funerals. Additional time without pay may be taken upon the approval of the District.

SECTION 5. MILITARY LEAVE

As defined by the Code of Iowa.

SECTION 6. PARENTAL LEAVE

An employee may be granted a leave of absence, without pay or increment, for the purpose of prenatal care, or for the purpose of child care, upon the birth or adoption of a child into his or her family. In the event that both parents are employees of the District, then they must elect which one will take the leave. Such leave may commence at any time and may extend through the end of the current contract year.

An employee on leave may request an extension of such leave without pay or increment for up to one (1) additional year.

SECTION 7. JURY AND LEGAL

Employees required to serve on jury duty shall be released with pay from their assignment to so serve. Employees required by law to testify in criminal or civil court or administrative proceedings shall be released from assignment to so testify when the appearance so required is related to the performance of the employee's contract duties or is a non-job related appearance in which the employee is not a defendant or plaintiff. Any fees or remunerations the employee receives during such leave shall be turned over to the District.

SECTION 8. FAMILY ILLNESS

In the case of critical illness of a member of the immediate family, the employee shall be granted paid leave of absence for a period not to exceed five (5) days as may be necessary. An additional two (2) days may be granted by the Associate Superintendent, Human Resources Management, with pay minus the cost of the substitute. Critical illness shall be defined as the calling for the services of a physician of such emergency nature that the immediate presence of the employee is required during the working day, or the presence of the employee is requested in a case of terminal illness.

SECTION 9. FAMILY MEDICAL LEAVE

During each contract year, employees shall be eligible for family medical leave of up to twelve (12) weeks in relation to the birth, adoption or foster care of a child (or children), and the care of a spouse, child or parent with serious health conditions, and in the event of a serious personal health condition. The leave shall be subject to these provisions:

- A. The mandatory provisions of the Family Medical and Extended Leave Act are hereby incorporated into this agreement by this reference. This inclusion shall not adversely impact any other provisions of this agreement.
- B. Employees must give the District written or verbal notice of at least thirty (30) days prior to the leave when the leave is foreseeable and as soon as is practicable in those situations where thirty (30) days notice is not possible.
- C. All benefits, including insurance, shall be continued in accordance with the collective bargaining agreement during the leave. The employee shall continue to pay for any family or additional coverage in the same manner as if actively working. Following the twelve (12) week entitlement, if a person does not return to work, the District shall require that the employee pay for any insurance that is to continue.
- D. The employee shall resume his or her former position or an equivalent position upon return with all rights and benefits retained.

- E. The employee shall be entitled to all raises and increments upon return if the employee qualifies under the provisions of Article III, Wages.
- F. Leave to care for a spouse, child or parent with a serious health condition or in the event the employee is unable to perform the essential functions of his or her job due to a serious health condition may be taken on a partial or intermittent basis or on a reduced leave schedule when such leave is determined by a health care provider to be medically necessary. The District may require a certificate from a health care provider to document that the employee or the employee's spouse, child or parent has a serious health condition. The District may request a second opinion at District expense from a health care provider designated by the District. If the second opinion differs from the first, the District may require, at its expense, the opinion of a third health care provider designated jointly by the District and the employee, which third opinion will be binding. The District may request recertification every thirty (30) days.
- G. The employee shall be required to confirm his or her intent to return to work at least one week before the family and medical leave ends. The District may require employees to provide a "return to work" slip from the employee's health care provider before returning to work following the end of a leave of absence or disabling condition or illness.

SECTION 10. LEAVE FOR HEALTH AND FAMILY RESPONSIBILITY

Extended leaves without pay may be granted upon request of the employees and approved by the District for the following reasons: personal health or disability, disability or death of a member of the immediate family, or child care. Such leaves shall commence at the time requested by the employee and may extend to the end of the school year in which granted. An employee may request an extension of such leave for up to one additional year. An employee may request early termination of the leave in writing to the Associate Superintendent or Division of Human Resources management.

SECTION 11. RETURN -

If a member of the bargaining unit does not return to work on the first regularly scheduled work day following the approved leave of absence, he or she shall be considered to have voluntarily resigned from the District unless he or she was unable to return due to extenuating circumstances beyond his or her control.

SECTION 12. RETENTION OF RIGHTS -

Employees on approved leave of absence shall retain the same seniority rights and accumulated sick leave benefits that they had on commencement date of their leave.

ARTICLE VII
HOURS OF WORK

SECTION 1. REGULAR HOURS

The regular hours of work each day shall be consecutive, except for the approved lunch break as provided below.

SECTION 2. WORK WEEK

The regular work week for all employees except utility workers shall consist of five (5) consecutive days, Monday through Friday. Posting of any new or vacant positions will include hours and consecutive workdays, which may be a different work schedule than Monday through Friday.

SECTION 3. WORK DAY

Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute the regular full-time work day.

SECTION 4. WORK SCHEDULES

Each month management shall post work schedules showing the employees' shifts, work days and hours on designated bulletin boards. Work schedules for food service employees shall be posted weekly.

The posting requirements set forth above shall not apply to utility workers.

Temporary assignments shall not result in a reduction of the regular pay rate of the assigned employee. An employee assigned to a higher rated job, shall receive the regular hourly rate for said job, or his regular hourly rate, whichever is higher.

SECTION 5. REST PERIODS

Employee's work schedules shall provide for one fifteen minute rest period during each four (4) hour period. The rest period shall be scheduled and taken at the middle of each four (4) hour period whenever possible.

SECTION 6. LUNCH PERIOD

All regular full-time employees shall be granted a thirty (30) minute uninterrupted, unpaid lunch period during each work day with the following exceptions:

- A. Employees working an eight (8) hour second or third shift shall receive a twenty (20) minute paid lunch period.

- B. Those food service employees who work more than four (4) hours per day shall receive a thirty (30) minute paid lunch period. Those food service employees working four (4) hours or less per day shall not be paid for their lunch period.

ARTICLE VIII
REPORTING TIME

SECTION 1.

Any employee who returns to work outside of his or her scheduled shift shall be paid a minimum of two (2) hours at the rate of time and one-half, or the applicable rate of pay whichever is higher.

SECTION 2.

Any employee called to work before the start of his or her regularly scheduled shift shall be paid a minimum of one hour at the rate of time and one-half. (Any food service employee called to work before the start of his or her regularly scheduled shift shall only receive the one hour at the rate of time and one-half with the remainder of the time to be paid at straight time.)

SECTION 3.

Every reasonable effort will be made to notify employees of an interruption in the work schedule prior to their scheduled hours either through direct contact with the employees or through the local news media. If the District fails to so notify affected employees and said employees report for work at their regularly scheduled time, a minimum of two (2) hours work or two (2) hours pay at the employee's regular rate shall be guaranteed by the District.

ARTICLE IX

OVERTIME

SECTION 1. OVERTIME

The regular work week for all full-time employees will be eight (8) hours per day, five (5) days per week. If a longer work week or work day is necessary, overtime rates will be paid to all employees who work over eight (8) hours per day or forty (40) hours per week. Sick leave does not count as hours worked to qualify for overtime.

SECTION 2. OVERTIME RATE

The overtime pay rate shall be at one and one-half (1 1/2) times the hourly rate of pay or at the employee's option, by compensatory time off on the basis of one and one-half (1 1/2) hours off for each hour of overtime worked. If the employee chooses to take compensatory time off, said time shall be taken within twenty (20) working days of the overtime worked provided that there are sufficient qualified employees left to perform the required work.

Double time will be paid for Sundays and those holidays designated in Article X worked, with the exception of those employees assigned to building checks and fuel conversions. Double time paid for holidays will be in addition to regular holiday pay.

SECTION 3. OVERTIME PROHIBITION

The overtime premiums or rates shall not be pyramided or paid twice for the same time period.

SECTION 4. OVERTIME APPROVAL

With the exception of calls relating to fire or police emergencies, overtime must be approved in advance by the employee's immediate supervisor or central administration.

ARTICLE X

HOLIDAYS

SECTION 1. PAID HOLIDAYS

- A. The following days shall be recognized and observed as paid holidays for all full-time and regular part-time employees working twelve (12) months.

Twelve (12) month employees are contracted from July 1-June 30, which includes the following holiday schedule:

July 4
Labor Day
Thanksgiving Day
The Friday after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
Friday before Easter Sunday
Memorial Day

Two additional days to be scheduled during the Winter Break (these dates will be identified prior to September 15th of each school year).

- B. Those days listed in subsection A. shall be recognized and observed as non-paid holidays for all full-time and regular part-time employees working less than twelve (12) months with the exception that the following holidays shall be paid:

Labor Day
Thanksgiving Day
The Friday after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
Friday before Easter Sunday
Memorial Day

SECTION 2. HOLIDAY PAY

Eligible employees shall receive pay based upon the employee's regular straight time pay. Eligible employees shall be paid for the number of hours that they would be scheduled to work on the holiday period.

SECTION 3. ELIGIBILITY FOR HOLIDAY PAY

In order to be eligible for holiday pay, an employee must be on the active payroll of the District and must work the last regularly scheduled work day before and for the first regularly scheduled work day after the holiday, except any employee shall receive holiday pay if he is laid off on his last scheduled work day preceding the holiday providing the layoff does not extend beyond one (1) week and providing the holiday falls in the same week that the layoff occurs. Employees who fail to comply with the foregoing provisions because of:

1. Death in the immediate family
2. Wife giving birth to a child
3. Accident or sickness substantiated by medical evidence that an employee was unable to work
4. Excused by the District for any other contractual provision

Shall be entitled to holiday pay provided that the employee works at least one day in the holiday week.

SECTION 4. HOLIDAY DURING VACATION PERIOD

If any holidays occur during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by additional work days or the employee may take the holiday at a later date as long as he/she receives prior approval from the appropriate administrator.

SECTION 5. WEEKEND HOLIDAYS

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

ARTICLE XI

VACATION

SECTION 1. VACATION

Vacation periods with pay shall be granted to all full-time employees (those working twelve (12) months) who have completed the required period of service.

<u>LENGTH OF SERVICE</u>	<u>WEEKS OF VACATION</u>
0 months through 1 year	Proration
After completion of 1 year of service	2 weeks
After completion of 7 years of service	3 weeks
After completion of 13 years of service	4 weeks

Employment anniversary date will be used in determining years of employment. Anniversary dates which fall between June 1st and September 1st will be counted as having been completed for determining the amount of vacation available to be taken during their regular vacation period for all employees with over one (1) year of service.

Employees hired after July 1, 2002 will accrue one (1) day of vacation for each month of service not to exceed ten (10) days during their initial year of employment. New employees will not be eligible to use any accrued vacation until they have completed their probationary period.

All vacations are subject to management approval and time for same to be scheduled by the Director of Operations and Human Resources. The vacation period will be from the last day of school in the spring to two (2) weeks prior to the start of school in the fall unless prior approval has been granted by the aforementioned administrator(s).

Vacation pay shall consist of forty (40) hours pay at the regular rate of pay of the respective employee for each week of vacation to which the employee is entitled, except that if the employee is regularly scheduled to work less than forty (40) hours per week, said employee's vacation pay shall be the number of hours he or she is regularly scheduled to work per week times his or her regular rate of pay for each of said weeks.

Requests for vacation shall be filed with the appropriate administrator(s) as early as possible, usually not later than thirty (30) days before the requested vacation is to commence. The District will make every effort to respond to such requests within ten (10) working days. Employees scheduled to take vacation of at least one week in duration may pick up their vacation pay check on the last regularly scheduled pay day prior to the commencement of the vacation. It is the employee's obligation to notify the District of their intention to pick up their pay check in advance of vacation.

SECTION 2. HOLIDAY DURING VACATION PERIOD

If any holiday occurs during the calendar week in which a vacation is taken by an employee, the employees' vacation period shall be extended by additional work days, or the employee may take the holiday at a later date as long as he/she receives prior approval from the appropriate administrator.

ARTICLE XII

PROMOTIONS AND JOB POSTING

SECTION 1. VACANCY AND POSTING

When a vacancy occurs which, in the District's judgment, requires a replacement or a new job is developed or established, a notice of such openings shall be posted on Union bulletin boards for five (5) working days after the day of posting with a copy of such notice sent to the Union designated representative. During the summer months, employees may call the District Human Resources Office for job posting information.

The notice shall set forth the identity and location of the job, the shift, the hours, and the rate of pay. The notice shall also set forth minimum qualifications for the job. When the notice has been posted for five (5) working days, the District shall remove the notice from the bulletin board and accept no more bids. In the event the District does not wish to fill a vacancy, it shall notify the Union.

An employee, or in his absence, the employee's designated representative may apply for any vacancy or new job. Applications for any said jobs may be made by filling in and signing an application form supplied by the District. The form shall be handed to and signed by the department director with one copy retained by the District, one copy to the employee and one copy to the Union's designated representative. If there is more than one applicant for the job, it shall be assigned to the senior applicant who meets the minimum qualifications and possesses the skill and ability to perform the required work. Employees will be limited to two bids within the same classification and shift per school year. Additional work hours or to a higher paying classification, employees will be limited to two (2) bids per school year.

If there are no qualified bidders, the District may either fill the vacancy by giving unqualified bidders an opportunity to learn the work or by transferring from within the bargaining unit or by hiring from outside the bargaining unit.

The District will send a copy of new successful bidders to the Local Union President on the first work day of every month. All vacancy and posting notices will be sent to the Local Union President as they occur. The successful bidder will be placed on the job as soon as reasonably practical after the award.

SECTION 2. TRIAL PERIOD

All successful job bidders shall be given a maximum of twenty (20) scheduled work days to demonstrate their ability to do the work of the new job or vacancy. If at the end of the twenty (20) day trial period, the employee fails, in the judgment of the District, to meet the job requirements, the District will return him to his former job and then give other qualified bidders, if any, an opportunity for the twenty (20) days trial period and, if none, the vacancy shall be filled as provided above. The twenty (20) day trial period may be extended by mutual agreement of the parties. Only two (2) trial periods per vacancy or new job will be allowed.

Employees who are granted a transfer may return to their previous position if the written request is made prior to the time that the former position is filled.

SECTION 3. TEMPORARY TRANSFERS

Where qualified substitutes are not available, the District shall have the right to make temporary transfers of up to thirty (30) working days for the following reasons:

- A. To fill a vacancy caused by an employee being on sick leave or other approved leave.
- B. To provide vacation relief.
- C. To fill an opening either temporarily or permanently created by an employee bidding on another job as provided above.
- D. In the event an employee fills a position on a temporary basis, he/she will receive the rate of pay for the position or his/her own rate, whichever is higher.

SECTION 4. LAYOFF AND RECALL

In the event it becomes necessary to lay off employees, employees within the job classification where the layoff is made shall be laid off in the inverse order of their seniority. Employees on layoff status shall have recall rights in accordance with their seniority to any job opening for a period of two years, where they have the skill and ability to perform the work. "Any person on layoff must/shall take the first opportunity for any new or existing job opening within the job classification. Any one on layoff must take any job in the job classification in inverse order of the layoff." No new employee shall be hired until an employee on layoff status who is qualified has been offered an opportunity to come back to work.

ARTICLE XIII

SENIORITY

SECTION 1. DEFINITION

Seniority is defined as a regular full-time or regular part-time employee's length of continuous service with the District since his last date of regular assignment.

SECTION 2. PROBATION PERIOD

New regular full-time or regular part-time employees shall serve a probation period of forty-five (45) work days, during which probationary period the employee may be terminated without reference to the grievance procedure. After the completion of said probation period, said employee will be added to the seniority list from his date of regular assignment.

SECTION 3. SENIORITY LISTS

The District will furnish a seniority list by classification to AFSCME and to the President or Chairman in September and February.

SECTION 4. LOSS OF SENIORITY

An employee's seniority and employment shall terminate when:

- A. He or she quits.
- B. He or she is discharged for cause.
- C. He or she does not report to work within five (5) work days after being recalled from layoff unless he or she gives satisfactory explanation for not reporting.
- D. He or she is laid off for twenty-four (24) consecutive months.
- E. He or she is absent from work for twelve (12) consecutive months because of an approved leave of absence, unless extended by mutual agreement.
- F. He or she does not report to work within five (5) work days after the termination of an approved leave of absence, including sick leave, unless he or she gives satisfactory explanation for not reporting.
- G. He or she is absent from work for three (3) or more work days without notifying his or her supervisor.

ARTICLE XIV


TERMINATION

This agreement shall be effective as of July 1, 2008, and shall remain in full force and effect until June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Chief Negotiators, all on the 27th day of May, 2008.

LOCAL 2749 OF AFSCME
AFL - CIO

BOARD OF DIRECTORS OF THE
WATERLOO COMMUNITY SCHOOL DISTRICT



Its President



Its President



Its Chief Negotiator



Its Chief Negotiator

SCHEDULE A
CUSTODIAN SALARY SCHEDULE

<u>STEP</u>	<u>2010-11</u>
B (Probational rate-90 calendar days)	\$14.56
C	\$15.00
D	\$15.18
E	\$15.34

(After completion of three (3) years of continuous service there is a 1¢ per hour longevity pay for each year of service starting from the first day of employment.)

<u>HEAD CUSTODIAN AND HEAD ENGINEER DIFFERENTIAL</u>	<u>PER HOUR</u>
Head Custodian – East, West, Central	60¢
Head Engineer – East, West, Central, McKinstry	60¢
Head Custodian/Engineer – Expo, Bungler, Hoover, Cunningham, Irving, Kingsley, Lowell, Lincoln, Lou Henry, Poyner, Carver, Kittrell, Highland	60¢
Elementary Schools – Head Custodian/Engineer	50¢
Lead Custodian (night) – East, West, Central, Bungler, Carver, Hoover	30¢

SCHEDULE B

MAINTENANCE SALARY SCHEDULE

2010-2011

<u>CLASSIFICATION</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Master Electrician/Plumber	21.73			
Journeyman Electrician/Plumber	20.48			
Electrician II	17.65	17.76	17.87	17.99
Systems Technician	19.31	19.41	19.52	19.63
System Specialist	21.01			
Carpenter, Heavy Equipment Mechanic/Grounds/General/ Utility Workers	16.93	17.04	17.16	17.27
Van Driver	15.91	16.02	16.13	16.25
Storeroom Supervisor	17.25			
Environmental Technician I	19.63			
Environmental Technician II	19.09			
Asbestos Worker	18.03			

(After completion of three (3) years of continuous service there is a 1¢ per hour longevity pay for each year of service **starting from the first day of employment.**)

Utility workers will be classified as General.

SCHEDULE C

FOOD SERVICE – LAUNDRY – SALARY SCHEDULE

2010-2011

<u>STEP</u>	<u>GENERAL WORKER</u>	<u>BAKER II/ COOK II</u>	<u>BAKER I/ COOK I</u>	<u>CAFE MANAGER</u>
2	11.34	11.66	12.01	13.17
3	11.46	11.77	12.14	13.40
4	11.57	11.88	12.28	13.63
5	11.69	12.00	12.41	13.84
6		12.10	12.56	14.08
7			12.66	14.31
8				14.52

(After completion of three (3) years of continuous service there is a 1¢ per hour longevity pay for each year of service starting from the first day of employment.)

Cafeteria employees who are recertified under the SNA certification plan will receive 10¢ per hour differential, an additional 10¢ per hour will be awarded for the second recertification. The maximum differential is 20¢ per hour.

LABOR-MANAGEMENT COMMITTEE

1 The Employer and the Union agree to conduct a labor-management
2 meeting at least once every three months during the school year.
3 The meeting may be attended by four (4) Employer representatives,
4 and four (4) employee representatives selected by the Union.
5 The purpose of the meeting will be to afford labor and manager-
6 ment a forum in which to communicate on items that may be of
7 interest. The Committee shall meet at a mutually
8 agreeable time and place, outside working hours.

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Doreen Hunter 4/7/80
D. J. Hanson 4/7/80

SIDE LETTER (Outside the Contract)
WATERLOO COMMUNITY SCHOOL DISTRICT
AND LOCAL 2749 AFSCME
March 13, 2000

(Effective 2000-2002)

(Extended 2002-03)

- A. In the event an employee is suspended without pay or discharged, written notice thereof shall be given to the employee with a copy to the Union President.
- B. Any employee disciplined by a suspension without pay or discharged may grieve the same, if it is not for proper cause, through the Grievance Procedure Step Four.
- C. Suspension without pay and discharge grievances will commence at the third step of the Grievance Procedure.
- D. Employees may submit a response to any written discipline within ten calendar days of the discipline being imposed.

Change Side Letter In Contract (Page 33)
DELETE "to both parties."

JA 3/13/00

[Signature]

Tom Anthony

7:50 pm 3/13/00

Extended 2003-2005

Hurst & Cove 7/22/03

Extended 2005-2008

Hurst & Cove 6/21/05

MEMORANDUM OF UNDERSTANDING (Outside the Contract)
WATERLOO COMMUNITY SCHOOL DISTRICT
AND LOCAL 2749 AFSCME
May 15, 2003

(Article VII, Sec. 2. Work Week)

(Effective 2003-05)

It is the understanding by the parties that the intent of the current language is to allow the District the flexibility to post up to six positions other than Monday through Friday.

Krist E Cove 7/22/03
Krist E Cove - Extended 2005-2008
6/21/05

September 20, 2007

Memorandum of Understanding concerning Custodial no session school lock up shift.

Both parties agree to the following procedure:

If there are no volunteers to do late lock up shift we will then continue with past practice allowing that building head custodian the flexibility to assign the later shift lock up hours. This excludes regular day shift custodians and night lead person when he/she is filling in as head custodians.

If this becomes a problem within any building the District will use the rotation system of District seniority within that building starting with the person with the lowest seniority as per past practice.

Marty Metten 9/24/07
For Waterloo Schools Date

Carlene Leford 10/18/07
For ASFCME Local 2749 Date

Dr. Beverly Smith 9/24/07
For Waterloo Schools Date

Nelous Williams 10/1/07
For ASFCME Local 2749 Date