

**An Agreement
between
The Board of Education
of the
Cedar Falls Community School District
and
Chauffeurs, Teamsters and Helpers Local 238**

2019-20

Cedar Falls, IA

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PREAMBLE

The Board of Education of the Cedar Falls Community School District, Black Hawk County, Iowa, hereinafter referred to as the Employer, and Chauffeurs, Teamsters and Helpers Local 238, an affiliate with the International Brotherhood of Teamsters of Waterloo, Iowa, hereinafter referred to as the Union, agree as follows:

ARTICLE 1 - RECOGNITION

1.1 Pursuant to certification by the Public Employment Relations Board of the State of Iowa, Case No. 17, June 18, 1975 and **recertification on November 7, 2017**, the Employer recognizes the Union as the exclusive bargaining representative for all maintenance and custodial employees, head custodians, delivery and laundry employees of the Employer at Cedar Falls, Iowa; excluding all office clerical employees, professional employees and teachers, food service employees, school bus drivers, maintenance foreman, supervisors, and all other persons excluded by Sec. 4 of the Public Employment Relations Act.

1.2 The provisions of this Agreement shall be binding upon the Employer, the Union, and each employee in the bargaining unit described herein.

ARTICLE 2 - NON-DISCRIMINATION

2.1 The Employer and the Union agree for themselves and their respective officers, agents, employees and members, that neither party shall engage in or support any practices or procedures that result in discrimination on the basis of membership or non-membership in the Union.

2.2 The Employer and the Union agree to comply with any non-discrimination-in-employment laws that are applicable.

ARTICLE 3 – BASE WAGE

3.1 **Base Rates:** The base wage is the minimum (bottom) rate of pay for a job classification, category, or title, exclusive of any and all additional pay to increase by \$0.40/hr for all classifications. Base rates are specified as follows:

BASE WAGE RATES 2019-20

<u>Rate</u>	<u>Classification</u>	<u>Job Title</u>
\$19.44	VII	HVAC/Electrician
\$17.09	VI	Plumbing & Heating Plumber Painter Carpenter Preventive Maintenance Technician
\$15.86	V-a	Head Custodian - Senior High
\$15.41	V	Head Custodian -Junior High Lead Custodian -Senior High Warehouseperson Head Grounds Keeper
\$15.11	IV	Head Custodian - Elementary Lead Custodian -Junior High
\$14.86	III	Grounds Keeper Lead Custodian -Elem. Delivery Driver/ Grounds Crew
NA	II	(Currently not in use)
\$14.41	I	Custodian Laundry Custodian/Grounds Helper

3.2 Wage increase for current employees is a permissive subject of bargaining: All employees in the bargaining unit classification I-VII shall have their hourly wages increased by **\$0.40** per hour on July 1, 2019.

3.3 Work Week: The basic work week for all employees is eight (8) hours per day, five (5) days per week. Overtime rates will be paid for time worked over eight (8) hours per day or forty (40) hours per week.

ARTICLE 4 – BUILDING CHECKS

4.1 Time allowances for building checks are:

Senior High	1 hour & 45 minutes	Lincoln/Ad. Ctr.	1 hour
Holmes Jr. High	1 hour & 30 minutes	North Cedar	45 minutes
Peet Jr. High/C.S.	1 hour & 30 minutes	Orchard Hill/ESC	1 hour
Cedar Heights	1 hour	Southdale	1 hour &
Hansen	1 hour & 15 minutes		15 minutes

Note: *The time allowance for Aldrich shall be the same as that for Southdale for 2019-20. A time study shall be conducted during the year to determine the allowance which shall be discussed during bargaining for the 2020-21 school year.*

ARTICLE 5 – SICK LEAVE BANK

5.1 Sick Leave Bank: Definition:

- a. There will be established a sick leave bank, or reservoir, to be used by any employee who chooses to participate.
- b. Use of sick leave bank days will commence on the ninety-sixth (96th) contract day of sickness or injury of the eligible employee and will continue for up to an additional one hundred (100) contract days. The bank year will be the contract days of a given school year.

5.2 Participation: Participation will be on a voluntary basis and contributions will be made in the form of three (3) days of sick leave from the current year's allocation of sick leave (13-18) days. The days contributed to the bank become the property of the bank and are non-returnable to the employee. Employees who wish to enroll must submit two (2) completed application forms (see Appendix B) to the business office on or before July 15 of the year of the initial enrollment. This sick leave bank application will continue from year to year unless revoked in writing by the employee before July 15 of the year in which the revocation is to be effective. The business manager will sign the forms and return one (1) copy to the employee.

5.3 Unused Days in Bank: Assets of the bank will not be carried over from year to year in excess of 75 days. The following year's bank will consist of the days carried over plus all contributed days for that year's participation.

5.4 Use of Bank Leave Days: use of bank leave days will be based on a daily use base e.g. everyone eligible will draw each day until total bank days have been exhausted.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 **Purpose:** It is the purpose of this procedure to, at the lowest possible administrative level, resolve grievances arising under this Agreement. It is mutually agreed that the proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

6.2 **Definition:** A grievance is a claim beyond the first level that there has been a violation, misinterpretation, or misapplication of some provision of the Agreement.

6.3 **Level One (informal):** An employee with a grievance shall first discuss the problem with his or her immediate administrative supervisor. The immediate administrative supervisor shall be the supervisor of buildings and grounds.

6.4 Informal discussion specified at this level must be initiated within two (2) working days of the event or condition giving rise to the discussion.

6.5 **Level Two (formal):** If the employee is not satisfied with the results of the informal discussion of the problem (Level One), he or she may file a formal grievance on the form set forth in Appendix A, Grievance Form. Any formal grievance must be filed in writing with the appropriate administrative supervisor (as defined above) within ten (10) working days of the event or condition giving rise to the grievance.

The appropriate immediate administrative supervisor shall have ten (10) working days in which to respond in writing to the grievance. If either the employee or the union business representative is not satisfied with the disposition of the grievance at this level, or if no disposition has been made, the grievance may, within ten (10) working days of the disposition or date of expiration of the time limit for such disposition, be submitted to Level Three.

6.6 **Level Three (Superintendent of Schools or Designee):** The superintendent of schools or designee shall have ten (10) working days in which to provide a written disposition of any grievance submitted properly, following the prescribed actions at Level One and Level Two. The decision of the Superintendent shall be final and binding on all the parties.

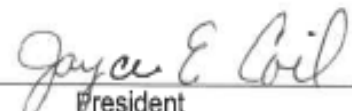
ARTICLE 7 - DURATION OF AGREEMENT

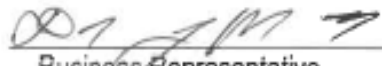
This Agreement shall be effective on July 1, 2019, and shall continue in effect through June 30, 2020.

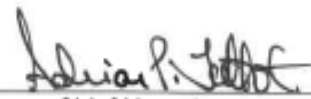
Chauffeurs, Teamsters & Helpers,
Local 238, an affiliated with the I.B.T.

Board of Education, Cedar Falls
Community School District

By: 
Chief Steward

By: 
President


Business Representative


Chief Negotiator

Dated this 13 day of May 2019

Dated this 5 day of JUNE 2019

APPENDIX A

**GRIEVANCE FORM
CEDAR FALLS COMMUNITY SCHOOL DISTRICT
(Submit to administrative supervisor in duplicate)**

Building	_____
Assignment	_____
Name of aggrieved person	_____
Date filed with immediate administrative supervisor	_____
Signature of immediate administrative supervisor	_____

Level II

- A. Date cause of grievance occurred _____
- *B. Statement of grievance _____
- C. Provision of the Agreement alleged to have been violated, misinterpreted, or misapplied _____

- D. Relief sought _____

Date

Signature

- E. Disposition by appropriate administrative supervisor, Supervisor Building and Grounds _____

Date

Signature, Supervisor Buildings &
Grounds

Level III

F. Signature of aggrieved person _____

G. Date received by superintendent or designee _____

H. Disposition by superintendent or designee _____

Date

Signature

APPENDIX B

CEDAR FALLS COMMUNITY SCHOOLS
1002 West First Street
Cedar Falls, IA 50613-2214

APPLICATION FOR SICK LEAVE BANK
(File two copies)

I hereby authorize the business manager to contribute three (3) days of my sick leave entitlement for the current year to the **sick leave bank**.

Note: This authorization shall continue in effect from year to year (with each contributed day to be taken from the sick leave entitlement of the current year), unless revoked by me in writing on or before July 15 of the school year when the revocation is to take effect.

_____	_____	_____
Date	Building	Signature

_____	_____
Date	Business Manager