

AGREEMENT

Between the

DUBUQUE BUILDING ENGINEERS ASSOCIATION
an affiliate of the
Iowa State Education Association

and the

DUBUQUE COMMUNITY SCHOOL DISTRICT
Buildings & Grounds Department

July 1, 2021
to
June 30, 2026

ARTICLE I - Preamble

This Agreement is entered into by and between the Dubuque Community School District by and through its Board of Education, and the Dubuque Building Engineers Association, for the purpose of reducing to writing, the negotiated understandings of the parties.

ARTICLE II - Recognition

2.1 - The Employer recognizes the Union, represented by the Dubuque Building Engineers Association, an affiliate of the Iowa State Education Association, as the Certified exclusive and sole collective bargaining representative of all the hereinafter described employees of the Employer. The term "employee," when used in this Agreement and specified herein shall mean all regular full-time and part-time personnel.

2.2 - Definitions - When used in this Agreement, the following terms shall have the following meanings:

a. The term "Employer" shall mean the Dubuque Community School District, otherwise known as the Board of Education, and shall include its authorized agents and representatives.

b. The terms "employee" or "employees" shall mean those employees represented by the Union as above-described excluding temporary employees.

c. The term "Union" shall mean the Dubuque Building Engineers Association.

ARTICLE III - Union Rights

3.1 - The Union shall have the right to post notice of Union meetings, its elections, and the results thereof, and its social or educational activities. Such notices may be posted on bulletin boards as are accessible to and made available to employees covered by this Agreement, but not in areas open to students or the public. No political endorsements shall be posted, communicated, or distributed within or on any school property.

3.2 - The Employer shall recognize as Union representatives only those persons certified in writing to the Employer by the Union.

3.3 - Officers of the Union and representatives of its affiliates shall have access to the employees on employees' non-working time for lawful Union business provided that such access shall not interfere with or interrupt school operations. Advance notice of intended access to employees on the property of the Employer shall be given to the Manager or Assistant Manager of Buildings and Grounds.

ARTICLE IV - Management

4.1 - Employer Rights - The parties understand and agree that the Employer shall have the exclusive right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees.
3. Suspend, discipline or discharge employees for proper cause, as defined in Lockhart v. Cedar Rapids Community School District, 577 N.W. 2nd 845 (Iowa 1998), to-wit, "for any lawful reason, in other words, one violative of public policy."
4. Maintain the efficiency of its operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

4.2 - Limitations - The rights, powers, authorities, and duties set forth above are subject only to such limitations as are expressly set forth in this Agreement.

ARTICLE V - Grievance Procedure

5.1 - Purpose - The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

5.2 - Definitions - When used in this Article, the following terms shall have the following meanings:

- a. The term "grievance" shall mean a claim by an aggrieved employee that there has been a violation of a specific provision of this Agreement.
- b. The term "Union Representative," shall mean an individual(s) who is/are designated in writing by the Union as such and which has been provided to the Employer as stated in Article 3.2 of this Agreement.
- c. The term "working days" shall mean the consecutive scheduled working days of the aggrieved employee.
- d. The term "Manager" shall mean the Manager of Buildings and Grounds.

5.3 - Procedure -

5.31

STEP 1 - The aggrieved employee shall attempt to resolve the grievance informally within ten (10) working days of the employee's knowledge of the event giving rise to the grievance by informal discussion with the Manager of Buildings and Grounds. The aggrieved employee may be accompanied by Union representatives of his/her choosing. The immediate supervisor will reply in writing to the aggrieved employee within seven (7) working days after discussion of the grievance.

5.32

STEP 2 - If, after discussion with the Manager of Buildings and Grounds at STEP 1, the grievance is not resolved and the aggrieved employee or the Union wishes to appeal the grievance to STEP 2, the employee shall reduce the grievance to writing (on the form attached to this Agreement as Schedule B) and submit it to the Executive Director of Finance and Business Services within seven (7) working days after receipt of the immediate supervisor's written reply at STEP 1. The written grievance shall contain a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought. The Executive Director of Finance and Business Services shall meet with the employee and if the employee requests an authorized union representative within seven (7) working days after receipt of the grievance. The Executive Director of Finance and Business Services shall provide a written answer on the grievance report form to the employee with a copy to the Union within seven (7) working days after receipt of the written grievance.

5.33

STEP 3 - If the grievance is not resolved at STEP 2 and the employee or the Union wishes to appeal the grievance to STEP 3, the employee shall submit the written grievance to the Superintendent or designee within seven (7) working days after receipt by the employee of the written answer submitted by the Executive Director of Finance and Business Services. The Superintendent or designee shall meet with the employee and if the employee requests an authorized union representative within seven (7) working days after receipt of the grievance by the Superintendent or designee. The Superintendent or designee shall provide a written answer to the employee with a copy to the Union within seven (7) working days of such meeting.

5.34

STEP 4 - Any grievance not resolved at STEP 3 of the grievance procedure may be appealed by the Union by written notice of a request for arbitration on the Grievance Report form signed by a union representative and submitted to the Superintendent or designee within seven (7) working days of receipt by the employee of the written answer submitted by the Superintendent or designee at STEP 3. Within five (5) working days of receipt by the Superintendent of the written notice of request for arbitration, the representatives of the Employer and the Union shall attempt to select a mutually acceptable arbitrator. If the Employer and the Union have failed to agree on an arbitrator within ten (10) days of the arbitration notice either party may request the Public Employment Relations Board (PERB) to submit a list of five arbitrators. Within five (5) days after receipt of such list, the designated representatives of the Employer and the Union shall meet and shall determine by lottery the order of elimination and thereafter each shall, in that order, alternately strike a name from the list until four names have been struck. The fifth and remaining person shall act as arbitrator.

The arbitrator so selected shall confer with the representatives of the Board of Education and the Union and hold hearings promptly and shall issue his/her decision not later than fifteen (15) working days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board of Education and the Union and shall be final and binding on the parties.

The costs for the services of the arbitrator including per diem expenses, travel, subsistence, and the cost of the hearing room shall be shared equally by the Board of Education and the Union. Other expenses shall be paid by the party incurring said expense.

5.35 - Time Limits - The failure of an employee or the Union or its representatives to initiate or appeal a grievance to the next level within the time limits specified above shall bar further appeal provided, however, that any such time limits may be extended by mutual agreement.

5.36 - All grievances at STEPS 2, 3, and 4 may be presented, discussed and processed at a time during normal business hours as determined by the Employer. Any grievance at STEP 1 may be discussed by the employee and his/her immediate supervisor during the employee's working time. The employee may have a Union Representative present for STEP 1 grievance discussion. STEP 1 grievance discussions are not to interrupt the normal operation of the school system or interfere with the duties or responsibilities of the employee or the Union Representative, if applicable.

5.37 Employee & Union – The Employer shall inform the employees of their right to have Union representation.

5.38 Group Grievance – To avoid the filing of multiple grievances by employees with identical claims, a group grievance may be submitted in writing to the Manager of Buildings and Grounds commencing at Step I.

ARTICLE VI - Seniority and Probation

For purposes of this Agreement, "seniority" is defined as an employee's continuous length of employment in any of the following categories from his/her most recent date of hire by the Employer.

- 10 Custodian
- 13 Assistant Head Custodian – Washington/Jefferson Middle School
Head Custodian - Elementary
Swingshift Custodian
Assistant Storekeeper/Warehouseperson
Head Custodian – Alta Vista Campus
Utility Person

- Head Custodian - Forum
- 14 Assistant Head Custodian - Senior Highs
Assistant Head Custodian – Roosevelt Middle School
- 17 Head Custodian – Washington/Jefferson Middle School
Storekeeper - Warehouseperson
- 23 Head Custodian - Senior Highs
Head Custodian – Roosevelt Middle School

As long as an employee is employed in any one or more of the above classifications, his/her seniority shall accumulate. Seniority shall be broken by an employee's resignation or termination.

If two or more employees are employed by the Employer within any of the above classifications on the same date, then seniority of such employees shall be determined by lottery.

All new employees shall be on probation for a period of six (6) months from the first day on the job. If at any time during the six (6) months probationary period it is determined by the Manager of Buildings and Grounds that the employee is incapable of successfully performing the job, he/she shall be immediately terminated. Any employee retained by the Employer after completion of the probationary period shall obtain regular employee status and shall have seniority retroactive to the date of hire by the Employer. The District shall make every effort to notify the Union President of all new bargaining unit employees within two (2) weeks of their start date.

ARTICLE VII - Seniority List

Upon request the Superintendent or designee will provide the Union President and each building with a list showing the seniority date of each employee. The seniority list shall also be placed on the District shared drive.

The seniority list will be placed in an area that is accessible to employees covered by the Handbook, but not in areas open to students or the public.

ARTICLE VIII – Holidays

The District will pay to all employees working four (4) hours or more per day the following holidays.

- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Good Friday

Any employee must be employed at least twenty-two (22) working days to be eligible for any paid holiday.

Any employee, not on paid leave, to be eligible for any paid holiday, must have worked the last scheduled full workday preceding the holiday and the first scheduled full workday following the holiday.

Holiday pay, for eligible employees, shall be based on the employee's hourly rate and number of hours regularly worked.

When teachers do not work or are released before 1:30 p.m. on the day before Thanksgiving, second shift will start two hours early, third shift will start four hours early.

ARTICLE IX - Vacation

The Board will provide to each eligible employee paid vacation days according to the following schedule:

Years of Service	Number of Weeks
Upon Hire	2 weeks (prorated according to hire date)
0-6 years	2 weeks
7-14 years	3 weeks
15 or more	4 weeks

As of July 1, 2022, employees will receive two weeks of vacation upon being hired. Vacation will be prorated according to the percentage of the contract employed.

Every July employees will receive new vacation according to the schedule above. Credit for a year of service will be given, if employed more than one month in the fiscal year.

Vacation for employees under the new vacation schedule (effective July 1, 2022) will not be paid for earned vacation at the time of resignation, termination, or retirement.

Vacations shall be scheduled to meet the operating requirements of the School District with employee preference considered. The Manager of Buildings and Grounds shall have the authority to split the longer vacations, if necessary, for the operation of the Department. Preference for vacations among employees shall be by seniority.

Up to five (5) days of vacation per year may be used in half-day increments on non-student attendance days or to attend parent-teacher conferences. Scheduled vacation days may only be cancelled due to emergencies, serious illnesses or other reasons approved by the Manager of Buildings and Grounds or designee.

A week for purposes of this Article is defined as five (5) working days.

There shall be no pay in lieu of vacation except in the case of employee termination.

Employees entitled to paid vacation normally will utilize same between July 1 and June 30 of the following school year in which the vacation was earned. Employees will be allowed to carry 5 days of earned vacation into the next school year and will be allowed to take earned vacation along with any other earned vacation that they are eligible for during the same school year.

Each week of vacation pay shall be computed as forty (40) times the individual's regular hourly earnings excluding shift differential for full-time employees and twenty (20) times the individual's regular hourly earnings excluding shift differentials for part-time employees.

Employees on the payroll as of July 1 of a given contract year shall receive full vacation credit if they have worked at least eighty (80%) percent of the previous contract year. Absences charged against accumulated sick leave or vacation shall be computed as days worked in determining the eighty (80%) percent attendance.

ARTICLE X - Sick Leave

10.1 - Sick Leave

a. All full-time employees shall be allowed fifteen (15) days sick leave per year per employee for personal injury or illness or Workers' Compensation claims. Unused sick leave may be accumulated from year-to-year up to a maximum of 155 credit days. Sick Leave may be taken in one hour increments.

b. Part-time employees working four (4) hours or more shall be allowed fifteen (15) days sick leave per year per employee for personal injury or illness or Workers' Compensation claims. Unused sick leave for part-time employees may be accumulated from year-to-year up to a maximum of 155 credit days. Sick leave days for part-time employees shall be credited in an amount equal to their regular workday.

c. Any full-time or part-time employee whose service commences within the fiscal year shall be granted a pro-rated share of fifteen (15) days sick leave.

10.2 - Medical Notification - Any employee may be required to present medical evidence of sickness or injury for sick leave of three (3) days or more or in cases where the Administration suspects an abuse of sick leave. Payroll requires a doctor release on the third day.

ARTICLE XI - Leaves

11.1 - Personal Leave - Each employee will be allowed three (3) days with pay, without accumulation, each school year for personal purposes. Personal Leave will be granted upon two (2) days prior written notice to the employee's immediate supervisor and approval by the Superintendent or designee. The two (2) day advance notice requirement may be waived for personal leave requests judged as emergency situations by the Employer. Personal leave shall be utilized in hourly increments subject to the approval of the Manager of Buildings and Grounds or designee and must be used prior to the granting of any request for Other Temporary Leave with or without pay.

11.2 - Jury and Legal - Any employee required to perform jury duty or to appear and testify in any judicial proceeding during the employee's working time shall be granted leave for such purposes and shall receive the difference between the employee's normal compensation and the compensation received for such duty. Any employee who is absent from work by reason of attendance at any court proceeding in which the employee is a litigant or party, or an officer, director, agent, or representative of a litigant or party shall receive no compensation from the Employer for such absence. An employee excused from jury duty must report back to work within approximately one (1) hour of dismissal from jury duty. Any exceptions to this article will be dealt with on an individual basis by the Manager of Buildings and Grounds or designee.

Any employee who was at jury duty for over six (6) hours during the day would be excused from the remainder of their shift that day. Employee who must serve jury duty will be excused from third (3rd) shift if they are expected to report for jury duty the next day.

11.3 - Bereavement Leave - An employee shall be granted up to five (5) working days leave of absence with pay for the death of the employee's spouse, parent, child, stepchild, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, stepmother or stepfather. There shall be no duplication of pay in the event bereavement leave coincides with other paid time. Bereavement leave will be figured at the employee's regular hourly rate times his/her regularly scheduled shift. Employees may be granted upon written request to, and approval by, the Manager of Buildings and Grounds or designee. Employees may be granted upon written request to, and approval by, the Manager of Buildings and Grounds or designee, up to two (2) working days leave of absence with or without pay in the event of the death of a relative or a friend outside the employee's immediate family as defined above, but with bonds so close that good taste demands attendance at the funeral or wake.

"Child" shall be defined as a biological, adopted, foster, or stepson or daughter.

"Brother/sister" shall be defined as a biological, adopted, or step sibling.

"Mother/father" shall be defined as a biological, adoptive, or stepparent.

"Mother-in-law/father-in-law" and "daughter-in-law/son-in-law" shall include step relatives.

"Grandmother/grandfather" shall be defined as a biological or step grandmother or grandfather, or the grandmother/grandfather of an adopted grandchild.

"Grandchild" shall be defined as a biological, adopted, or step grandson or granddaughter.

11.4 - Military Leave - Employees entering, returning from, or continuing active service with the military service of the United States shall be granted leave of absence and shall be paid by the District in accordance with federal and state laws governing military service for public employees.

11.5 - Extended Leave - An employee may be granted a leave of absence without pay, benefits, or accumulation of seniority, upon prior written application to and approval by the Superintendent or designee. Such leave may be granted for periods up to twelve (12) months for health or other reasons which are deemed to be in the best interests of the Dubuque Community School District and subject to approval of the Superintendent or the Board of Education. A written notice of intent to return from leave must be filed with the Manager of Buildings and Grounds or designee at least ninety (90) calendar days prior to termination of the leave. Failure to file a formal notice of intent to return to service will be interpreted as a resignation. This leave shall not be unreasonably denied.

11.6 - Other Temporary Leave - Other temporary leaves of absence may be granted with or without pay by the Superintendent or designee.

11.7 - Union Leave - Officers and appointed committee members of the Union may be granted a total of one hundred (100) accumulative hours, with pay, each school year for official union business upon five (5) days advance written notice to the Manager of Buildings and Grounds or designee. Employees shall not be denied Union Leave based on more than one employee in a building requesting leave. When overtime is required to replace employees using this leave the Union will pay to the District the cost of such overtime.

11.8 - Family Illness Leave - In the event of serious illness or injury of a child, stepchild, spouse, mother/father, stepmother/stepfather, sister/brother, mother-in-law/father-in-law, daughter-in-law/son-in-law, grandparents, grandchildren or an individual that the employee is legally responsible for (proof of legal responsibility must be provided) an employee may be granted six (6) days, non-accumulative Family Illness Leave charged against sick leave. In cases when the Administration suspects an abuse of Family Illness Leave, the Administration may require medical evidence of such illness or injury at the employee's expense.

Family Illness Leave may not be used in less than one-half (1/2) day increments.

"Child" shall be defined as a biological, adopted, foster, or stepson or daughter.

"Brother/sister" shall be defined as a biological, adopted, or step sibling.

"Mother/father" shall be defined as a biological, adoptive, or stepparent.

"Mother-in-law/father-in-law" and "daughter-in-law/son-in-law" shall include step relatives.

"Grandmother/grandfather" shall be defined as a biological or step grandmother or grandfather, or the grandmother/grandfather of an adopted grandchild.

"Grandchild" shall be defined as a biological, adopted, or step grandson or granddaughter.

ARTICLE XII - Wages

The salary schedule for employees covered by this Agreement appears in the Appendix as Schedule C. This schedule is for basic services rendered during the scheduled work year and are exclusive of other remuneration for services rendered as outlined in later sections of this Article.

The normal workday for full-time employees shall be eight and one-half (8 1/2) hours including a thirty (30) minute duty free lunch without compensation. The normal workweek shall be forty (40) hours per week. Twenty (20) hours shall constitute a normal workweek for Assistant Custodians-part-time. The normal working hours for each employee shall be determined by the Manager of Buildings and Grounds. These hours will prevail unless conditions in the building do not permit.

Whenever school is in session, other than the summer vacation period, the hours shall be determined by the demands of the individual schools and departments through the directives of the Manager of Buildings and Grounds or designee.

Overtime must be approved by the Manager of Buildings and Grounds or designee prior to the time that it is worked before payment will be made by the Business Office. Any employee required by the Employer to work in excess of forty (40) hours in any one calendar week shall be paid time and one-half (1½) such employee's regular wage rate for each hour and portion thereof worked in excess of forty (40) hours. When it is determined by the district that overtime is required at a building, the district shall first offer the overtime to Employees that are staffed in the building by seniority beginning with the staff member with the most seniority. If an individual cannot be reached when contacted for overtime the District will continue down the seniority list until the overtime is accepted. The District will only be obligated to contact the top five (5) individuals on the seniority list. If none of these employees can be reached or accept the overtime, the District can offer the overtime to other employees, regardless of seniority. If no employee accepts the overtime, then the overtime shall be assigned to the least senior employee that is staffed in that building. The District is not obligated to contact individuals that are on paid time off.

A shift bonus of thirty cents (\$.30) per hour will be paid in addition to the hourly rate shown in Schedule C to those employees whose scheduled shift ends after 6:00 p.m. A shift bonus of thirty-five cents (\$.35) per hour will be paid in addition to the hourly rate shown in Schedule C to those employees whose scheduled shift ends after midnight. Shift bonus shall not be paid when an employee is absent for any reason except for sick leave.

Full-time employees who are called back to work shall be guaranteed a two (2) hour callback. Should this call back extend the employee's workweek beyond forty (40) hours, he/she shall be compensated at one and one-half (1½) times his/her regular hourly rate, excluding shift differential.

Pay for Work on Holidays - Any employee who is entitled to a paid holiday under this Agreement and who is required by the Employer to work on any such holiday shall receive overtime pay for each hour and portion thereof.

For approximately sixteen (16) weekends (Saturday and Sunday) and designated holidays, during the heating season, custodians may be assigned the responsibility of a building check. Compensation for these custodians shall be as outlined under the callback procedure.

Payday shall be determined in advance by the Payroll Office, and the schedule of paydays shall be filed with the employees each year. The schedule of paydays shall include at least two (2) paydays per month.

ARTICLE XIII - Longevity Pay

The Employer shall make longevity payments to full and part time employees covered by the Agreement who have completed the number of consecutive years of service with the Employer as of the end of July of each year according to the following schedule:

Completion of Consecutive Number of Years Service with the Employer by The End of July of Each Year	Additional Compensation Per Hour
5 years	\$.30
10 years	\$.35
15 years	\$.40
20 years	\$.45
25 years	\$.50

The Employer shall add the above specified longevity payments to the employee's regular rate of pay and shall pay the above specified longevity payment on each employee paycheck during the course of the contract year.

ARTICLE XIV – Compliance Clause

If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting to the extent that it conflicts, but all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XV – Labor-Management Committee

A committee composed of Union and District representatives will meet prior to the School Board meeting on Mondays at the Buildings & Grounds office at 4:00 p.m. or as mutually agreed upon.

ARTICLE XVI - Term of Employment

To address the issue of job security, the Employer agrees that the custodial operation of the District will be maintained in substantially the same manner as in the previous contract. This provision will remain in effect for the period of July 1, 2021, through June 30, 2026.

ARTICLE XVII - Duration

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term.

This Agreement shall be effective from July 1, 2021, and shall continue in full force and effect until June 30, 2026, with exception to wages which the parties agree to renegotiate each year of the Agreement in addition to no more than three (3) language items for each party, unless mutually agreed

Dubuque Building Engineers Association

Dubuque Community School District

DBEA President

Board President

Chief Negotiator

Superintendent

Chief Human Resources Officer

Date

Date

GRIEVANCE REPORT

_____ Date Filed

School District _____

Distribution of Form (check if sent to)

Building(s) _____

_____ Union

_____ Employee

_____ Appropriate Supervisor

_____ Superintendent

Name of Aggrieved Person(s)

STEP II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature of Aggrieved

Date

Signature of Union Representative

Date

E. Disposition of Chief Financial Officer _____

Signature of Chief Financial Officer

Date

STEP III

A. _____
Signature of Aggrieved

Signature of Union Representative

B. _____
Date Submitted to Superintendent

Date Received by Superintendent

C. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee

Date

STEP IV

A.

Signature of Aggrieved Person(s)

Signature of Union Representative

B.

Date Submitted to Arbitration

Date Received by Arbitrator

C. Disposition and Award of Arbitration

SCHEDULE C - Hourly Salary Rates

CUSTODIAL PERSONNEL
DUBUQUE COMMUNITY SCHOOL DISTRICT

Level	Job Description	2021/22	2022/23
10	Custodian	\$20.25	\$21.03
13	Asst Head Custodian – Middle School Head Custodian – Elementary Swingshift Custodian Asst Storekeeper/Warehouseperson Head Custodian – Alta Vista Campus Utility Person Head Custodian – Forum	\$20.65	\$21.43
14	Asst Head Custodian –Senior Highs Asst. Head Custodian – Roosevelt	\$20.76	\$21.54
17	Head Custodian - Middle School Storekeeper – Warehouseperson	\$21.07	\$21.85
23	Head Custodian - Senior Highs Head Custodian – Roosevelt	\$21.69	\$22.47

Hempstead custodians will receive an additional \$.20 per hour for receiving and maintaining their Certified Pool Operator certificate.