

**WORKING CONDITIONS GOVERNING
REGULAR AND PROBATIONARY
CUSTODIAL, WAREHOUSE, SECURITY, AND
COPY CENTER EMPLOYEES**

July 1, 2020 – June 30, 2025

**AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFSCME)
Local 751**

and the

**DAVENPORT COMMUNITY SCHOOL DISTRICT
DAVENPORT, IOWA**

It is the policy of the Davenport Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age, marital status, sexual orientation, gender identity and socioeconomic status in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination.

If you have questions or a grievance related to this policy please contact the District's Equity Coordinator:
Jabari Woods, Associate Director of Equity & Diversity, 1702 Main Street, Davenport, IA 52803; Telephone (563) 336-7496; Fax (563) 445-5988; Email: woods@davenportschools.org.

Director of the Office for Civil Rights U.S. Department of Education, Citigroup Center, 500 W. Madison Street, Suite 1475,
Chicago, IL 60661-7204; Telephone (312) 730-1560; Fax (312) 730-1576; Email: OCR.Chicago@ed.gov.

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PREAMBLE

This Agreement is made and entered into by and between the Davenport Community School District in the Counties of Scott and Muscatine, State of Iowa, hereinafter call the District, and the American Federation of State, County, and Municipal Employees, Local No. 751, hereinafter called the Union, on behalf of the employees in the bargaining unit, recognized and described in Article I (Recognition) of this Agreement.

ARTICLE I

RECOGNITION

SECTION 1

The District recognizes the Union as the sole and exclusive bargaining representative for the unit which consists of all permanent full-time and part-time employees of the Davenport Community School District including Custodians, Lead Custodians, Head Custodians, Central Heating Plant, Groundskeeper, Senior High School Head Custodians, Warehouse Person I and Warehouse Person II, Campus Security Supervisors, and District Copy Center employees.

Excluded: Associate Director of Finance and Buyer, Supervisor of Custodial Services, Custodial Supervisor, Custodial Field specialist, Warehouse Manager, temporary and substitute employees and all other employees of the District excluded by Section 4 of the Act.

ARTICLE II

DISCRIMINATION

SECTION 1

The provision of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex, marital status, race, religion, disability, national origin or political affiliation. The Union shall share equally with the Employer in applying this provision of the Agreement.

This provision shall apply notwithstanding any other provision and shall be interpreted in light of Federal and State law, rule and regulation. The parties will meet and confer at mutually agreeable times for purposes of reviewing the interpretation and application of, and compliance with, this provision. However, nothing in this agreement will in any way limit or restrict an employee's right of access to the negotiated grievance procedure in cases of alleged violation, misapplication or misinterpretation of the provisions of this article.

SECTION 2

The Employee and Union agree not to interfere with the rights of employees to become or not become members of the Union, and there shall be no discrimination, interference, restraints or coercion by the Employer or the Union against any employee because of Union Membership or lack thereof or because of any employee's activity in an official capacity on behalf of the Union.

SECTION 3

The Union recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining units without discrimination, interference, restraint or coercion.

ARTICLE III

GENERAL CONDITIONS

SECTION 1

- A. When a physical, psychiatric/psychological or tubercular examination or laboratory test has been done by a physician acting at the request of the District subsequent to employment, a report of such examination will be furnished to the personal physician of the employee involved upon the request of the employee and his/her physician.
- B. Additionally, an employee returning to work following a period of absence from work, e.g., layoff or leave of absence, may be required by the District to take a physical examination.

SECTION 2

The District will assign bulletin board space in each building at a convenient location for the exclusive use of the Union.

The Union agrees that it will limit the use of the assigned bulletin board to Union approved notices. These may include, for example:

- A. Union meetings; regular, social or recreational.
- B. Scheduled Union elections and results of such elections.
- C. Copies of Union-sponsored newsletters and newspapers, bulletins, etc.

No provision of this Section shall be construed to permit the posting of any political or advertising matter on assigned bulletin board or elsewhere on school property at any time.

SECTION 3

The Union shall advise the Employer in writing as to its International Union Representative and/or Council Representative assigned to represent the bargaining units. Such Union Representative or others authorized by the Union may visit bargaining unit job sites for the purpose of verifying Employer compliance with the Agreement, provided:

- A. That before doing so, such Representatives shall notify the Director of Human Resource Services, or if he/she so designates, the supervisor, of their presence, and,
- B. Conduct their activities in such a manner as to not unreasonably interfere with the Employer's operations.

SECTION 4 - DEFINITIONS

- A. Supervisor - When the word supervisor is used in this Agreement, it designates the Supervisor of Custodial Services, Associate Director of Finance, Operations Supervisor or Buyer.
- B. Full-time Employee - Any employee assigned to work six (6) or more hours per day.
- C. Part-time Employee - Any employee assigned to work less than six (6) hours per day.
- D. Temporary or substitute employee - Any employee who does not have a reasonable expectancy of employment beyond ninety (90) calendar days.

SECTION 5 - NEGOTIATIONS MEETINGS

Members of the Union contract negotiations committee shall be granted leave from duty for planning sessions and joint meetings between the Employer and the Union concerning negotiations, when such meetings take place at a time during which such members are scheduled to be on duty. Each such member shall give at least twenty-four (24) hours notice of such meetings to his/her supervisor. The Employer shall pay a maximum of thirty-two (32) days of release time (in one (1) hour increments) for negotiations meetings which take place during the employees working hours. The negotiating hours begin once the employee leaves their job.

SECTION 6 - QCALM MEETINGS

The local president or his designee shall be allowed time off with pay and without loss of benefits in order to attend the regularly scheduled meetings of the Quad City Area Labor Management (QCALM) Association as long as no substitute is required for the individual attending.

SECTION 8 – EMPLOYEE ORIENTATION

The District will provide a packet of Union information furnished by the Union to new employees at new employee orientation. The District will provide the Union President, Union Chapter Chairperson, and AFSCME Council 61 Staff Representative a list, via email, of all newly hired bargaining unit employees within five (5) working days of the employee beginning employment.

ARTICLE IV

DEDUCTIONS

SECTION 1

Employees may elect to pay for Insurance benefits through the execution of an individual payroll deduction under the provisions of the District's Section 125 plan.

SECTION 2

The District also agrees to make deductions from wages for employees included in this bargaining unit for the following items when properly authorized in accordance with reasonable District rules:

- A. Credit Union - local
- B. United Way
- C. Annuities
- D. Insurance programs
- E. U.S. "E" Bonds
- F. Davenport School District Foundation
- G. Iowa Shares
- H. Community Health Charities of Iowa

SECTION 3 – INDEMNITY

The Union shall indemnify and hold harmless the Davenport School District against any and all liability and expenses, including reasonable attorney's fees, that may arise by reason of the compliance with the terms of this Article.

ARTICLE V

DISCIPLINE AND GRIEVANCE PROCEDURE

SECTION 1 - DISCIPLINE AND DISCHARGE

- A. Disciplinary action will be taken against an employee only for just cause and shall be subject to the grievance procedure. The disciplinary action shall be appropriate, and such action may include oral warning or counseling, written warning, suspension and discharge. Supervisors will endeavor to handle discipline discreetly.
- B. Prior to taking disciplinary action against an employee, the District shall convene a meeting for the purpose of affording the employee the opportunity to respond to the allegation(s). The employee's response to the allegation(s) shall be taken into consideration by the District prior to determining whether disciplinary action is appropriate. The employee may elect, at their option, to have union representation present. It is the responsibility of the employee to arrange such representation. It is understood that this meeting does not constitute a grievance hearing.
- C. When an employee has been disciplined as provided in Paragraph A above, a written statement of the reason therefore will be furnished the employee. The employee's steward will be promptly provided with a written copy of any disciplinary action taken against an employee. The employee may request the presence of his/her steward at the time disciplinary action is taken.
- D. If any employee desires to present a grievance because of disciplinary action taken as described in Paragraph A above, said grievance must be filed within ten (10) calendar days from the effective date of the disciplinary action and shall enter the grievance procedure at Step 2 of the Grievance Procedure, Section 2

- E. If any employee with seniority is given a written reprimand, it shall state the offense involved. For written reprimands issued prior to July 1, 2015, after a written reprimand has been on file for fifteen (15) months from the date of its receipt without any intervening disciplinary action, it will be removed from the employee's employment record. For written reprimands issued July 1, 2015 and after, after a written reprimand has been on file for three (3) years from the date of its receipt without any intervening disciplinary action, it will be removed from the employee's employment record.
- F. This Article shall not apply to probationary employees.

SECTION 2 - GRIEVANCE PROCEDURE

Employee grievances and Union disputes concerning the interpretation and application of this Agreement, or any Agreement made supplementary hereto, shall be settled in accordance with the following procedure:

Step One - The employee, with or without his/her steward, shall take up the grievance or dispute with his/her building administrator within five (5) working days of the date on which the act or condition complained of occurred or within five (5) working days from the date when he/she first should have had knowledge of its occurrence. The building administrator will attempt to resolve the matter and will in any event, respond to the employee and his/her steward within five (5) working days. If the building administrator is unavailable, the grievance may be filed at the 2nd step of the grievance procedure. Grievances arising from the warehouse will be initiated at Step Two of this procedure.

Step Two - The grievance shall be reduced to writing on either the District or Union grievance form and signed by the aggrieved employee and/or representative within five (5) working days after the above informal discussion on the alleged grievance has been concluded. Any such grievance reduced to writing shall specify the specific Section(s) and/or Article(s) allegedly violated and shall also state the specific relief sought. The Supervisor and/or building administrator shall formally answer the grievance within five (5) working days from the receipt of the grievance.

Step Three - If the grievance still remains unresolved, the Grievance Chairperson shall so advise the Director of Human Resource Services in writing within five (5) working days after the response of the Supervisor was due. The matter shall then be considered at the next Grievance Committee meeting. The Employer's final decision on the grievance will be presented in writing to the Grievance Committee Chairman within five (5) working days after the close of such Grievance Committee meeting.

Step Four - If the grievance is still unresolved, either party may, within ten (10) working days after the response of the designated representative of the Employer is due, make written request for arbitration.

The Union's International Union Representative and/or Council Representative may attend and participate in all matters pertaining to the grievance at Step 3 and beyond.

The Union may submit a written demand to the Public Employment Relations Board requesting a list of five (5) arbitrators. Each of the two parties shall alternately strike one (1) name at a time from the list until one (1) shall remain. The remaining name shall be requested to be the arbitrator.

The party making the first strike shall be decided by the flip of a coin.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes concerning the interpretation and application of this Agreement. However, he/she shall have no power to change or amend the terms, conditions or applications of this Agreement or any other Agreement made supplementary hereto. The decision reached by the arbitrator shall be final and binding upon the parties. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies hereof presented to each party within thirty (30) days from the date the hearing terminates.

The party initially requesting arbitration shall present its case first, except in the case of a disciplinary action where the Employer shall present its case first. Each party shall bear all the expense incurred in the presentation of its case, including any lost wages of witnesses or representatives, and both parties shall equally share the expense the arbitrator and other incidental and necessary expenses involved.

SECTION 3 - DECISIONS

If it is determined under the procedure set forth in this Article that an employee has been suspended or discharged without just cause, such employment shall be entitled to reinstatement of seniority and payment for time lost; provided, however, that such payment shall take into account any penalty which it is determined would have been justified under the circumstances of the particular case.

SECTION 4 - TIME LIMITS

Grievances must be taken up promptly and awards and settlement thereof shall in no case be retroactive beyond the date on which the grievance was first presented to the supervisor. Failure on the part of the Union or an employee to make a timely filing or appeal under this Article, except for good cause, shall constitute a waiver of the grievance. Upon failure of the Employer to make a timely filing or answer under this Article, appeal will be deemed automatic to the next step. By mutual agreement in writing the parties may extend the time limits to a particular grievance.

SECTION 5 - PROCESSING GRIEVANCES

It is understood the processing of formal grievances under this procedure shall be conducted after regular work hours at a time and place which will afford a fair and reasonable opportunity for all parties concerned to be present. When such hearings and/or conferences are held, at the option of the Supervisor and/or building administrator, during the regularly scheduled workday, a certified Union representative who is an employee of the District and whose presence is required shall be excused from assigned duties and shall be paid his/her regular straight-time hourly rate for that purpose.

SECTION 6 INVESTIGATING GRIEVANCES

Investigation of a grievance may be done on work time of the steward employee and other employees involved, provided that the Director of Human Resource Services or his/her designee has agreed that the particular investigation cannot be made outside of work time (that is on lunch or after work hours), that all employees (including the steward) will have their work completed without use of overtime, and that such investigation will not disrupt or interfere in normal operations.

SECTION 7 – STEWARDS

Employees, who have successfully completed their probationary period, selected by the Union to act as Union Representatives shall be known as "stewards". The names of the employees so selected and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the local Union within ten (10) days from the signing of their Agreement. The local Union will also so certify the names of the stewards, not to exceed seven (7) in number, who will constitute the Union's Grievance Committee. Only certified union representatives will be recognized by the District.

SECTION 8 - GRIEVANCE COMMITTEE

Regular meetings between the Union Grievance Committee and the Employer shall be held at a mutually convenient time at least once each month, unless there is no pending third step grievance. Emergency meetings may be called by mutual agreement. If a regular meeting or emergency meeting is held during an employee's regular work time, then employees will be paid for time falling within their regular work time.

All Grievance Committee meetings will be for the purpose of adjusting pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss other issues with the Employer which would improve the relationship between the parties.

ARTICLE VI

SAFETY AND HEALTH

SECTION 1

The Board agrees to maintain safe, healthy working conditions in the schools and to remedy unsafe and unhealthy conditions, to the extent that this is possible, as soon as the allegedly unsafe and/or unhealthy conditions are brought to its attention.

SECTION 2

It is understood and agreed all employees and Union representatives shall be expected to practice normally recognized prudent behavior governing health, safety and sanitation in the performance of their respective assignments.

SECTION 3

The District shall furnish special safety devices (except for examination, prescription and prescription grinding of safety glasses) where such are required by applicable Iowa regulation.

SECTION 4

A safety committee composed of three (3) members appointed by the Union and three (3) members appointed by the employer shall meet when needed (as determined by either the District or the Union) at mutually agreeable times and locations to discuss safety matters. Union members shall attend safety committee meetings without loss of pay.

ARTICLE VII

HOURS OF WORK

SECTION 1 - WORKWEEK

The workweek for employees shall begin at midnight Sunday and extend to midnight the following Sunday.

SECTION 2 - HOURS OF EMPLOYMENT

- A. The regular workweek for each full-time employee shall consist of five (5) consecutive eight (8) hour days and a total of forty (40) hours.
- B. The regular workweek for part-time employees shall consist of five (5) four (4) hour or more workdays and a total of at least twenty (20) hours per week.
- C. The regular workweek extends from Monday through Friday. For 3rd shift employees, however, the regular workweek shall commence Sunday evening through Friday morning. Holidays for 3rd shift employees begin the evening before the holiday. However, the District, during the duration of the school year (from the period that school starts in the fall until it ends in the spring), may schedule regular workweeks that include Saturdays for a maximum of four (4) positions at the following schools in the following numbers: two (2) employees at West, one (1) employee at Central and one (1) employee at North. Every effort will be made to mutually agree upon the day of the week not worked. The four positions mentioned above will be phased in as the positions become vacant. However, one (1) position at West shall become effective at the September, 1994 bid meeting. These four (4) positions are not bound by the five consecutive workday requirement.
- D. In the event the District elects to move to a four-day, ten-hour workday schedule during the summer months, the bargaining unit will work with the District to establish the summer calendar. All previously determined procedures contained in the Memorandum of Understanding will remain status quo unless mutually agreed upon by both parties.

SECTION 3 - WORK SCHEDULE

All employees shall be assigned a regular schedule, which shall have a regular starting and quitting time. Custodial work schedules showing the employee's workdays, hours and assigned duties shall be posted in each building at all times, except when changed temporarily because of some unanticipated emergency situation(s). The Employer must post ten (10) days in advance any permanent change in work schedules unless mutually agreed upon by both parties. Emergency situations shall not change the schedule for custodial services or warehouse employees for more than one (1) workweek. Work schedules may be temporarily changed to accommodate District planned in-service training.

On in-service days an individual custodial services employee may modify his/her work schedule if advanced approval is obtained from the building Administrator or the Supervisor of Custodial Services, based on the operational needs of the District. In the event a custodial services employee individually requests from the building Administrator or Supervisor of Custodial Services a

modification of their own respective work schedule, said employee shall not be eligible, during the in-service day, for night shift differential pay, if their starting time is prior to 2:00 p.m.

SECTION 4 - OVERTIME

All work performed in excess of eight (8) hours in any one (1) workday or forty (40) hours in any one (1) workweek shall be overtime and shall be paid at the rate of time and one-half of the employee's regular straight-time hourly rate when authorized by Supervisor or building administrator.

SECTION 5 - DIVISION OF OVERTIME

When overtime is required in any building, such required overtime shall be divided as equally as possible between employees in the building. No employee shall perform an instance of overtime work unless they meet the qualifications for the work necessitating the overtime. Employees shall not be required to take time off as compensation for working overtime.

An overtime equalization list shall be kept in a binder in each District facility. The binder shall be readily accessible to bargaining unit employees and shall be kept updated by the District.

All paid leave hours, except for vacation, shall be considered as hours worked for purposes of computing overtime.

SECTION 6 - CALL BACK

Any employee who having left the building after completing his/her regular shift, is recalled to perform additional work shall be given the minimum of two (2) hours of work at his/her regular straight-time rate or overtime rate, if applicable. On emergency recalls, excluding weekly building checks, employees will receive two (2) hours pay as provided above.

SECTION 7 - REPORT PAY

Any employee who reports for work at his/her regular time, unless he/she has been told in advance of his/her leaving for work not to report, and whose regular work is not available, will be assigned other work.

SECTION 8 - REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift (4 hours). The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

SECTION 9 - MEAL PERIODS

All full-time employees shall be granted a thirty (30) minute unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. The

length of the meal period may be lengthened by the mutual agreement of an employee and the building administrator or designee.

ARTICLE VIII

HOLIDAYS

SECTION 1

The District will recognize and designate the dates of the following twelve holidays for custodial, Copy Center, and warehouse workers:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and Friday after
Winter Holiday (2) Days
New Year Holiday (2) Days
Martin Luther King's Birthday
Spring Break (1) Day
Memorial Day

The District will recognize and designate the dates of the following nine holidays for campus security supervisors:

Labor Day
Veteran's Day
Thanksgiving Day and Friday after
Winter Holiday (2) Days
New Year Holiday
Martin Luther King's Birthday
Memorial Day

SECTION 2

Eligible employees shall receive one (1) day of pay for each of the holidays listed in Section 1 above on which they perform no work. Such holiday pay shall be eight (8) times the employee's current hourly rate unless his/her regular workday is less than eight (8) hours in which case he/she will be paid his/her regular hourly rate times the number of hours in his/her normal shift for that day.

SECTION 3

Employees will not receive pay for holidays enumerated above under the following conditions:

- A. If they are temporary or substitute employees.
- B. Employees laid-off due to lack of work or suspended or discharged.

- C. Holidays occurring during an employee's unpaid leave of absence.
- D. Employees who refuse or fail to report for work on such holidays when requested by the Supervisor.
- E. Employees who are absent on the regularly scheduled workday preceding the holiday or are absent the regularly scheduled workday following the holiday, unless they have a reason satisfactory to the Director of Human Resource Services.

SECTION 4

If an employee works on a holiday, he/she shall be paid time and one-half for all hours worked in addition to his/her holiday pay.

SECTION 5

Holiday hours shall be considered as time worked in computing overtime.

ARTICLE IX

VACATIONS

SECTION 1 - DEFINITIONS

Anniversary years of service shall mean consecutive years of Service with the District from the last date of hire. Absence by reason of a paid leave of absence shall be counted as continuous service for this Article. No employee while on unpaid leave shall be entitled to vacation or vacation pay.

SECTION 2

Vacation may be taken in increments of one (1) hour at a time.

- A. Eight hour employees who have completed more than six (6) months and less than five (5) years of continuous service shall be entitled to six (6) hours and forty (40) minutes of vacation per month computed on the basis of the regularly established hourly rate retroactive to the initial date of hire.
- B. Eight hour employees who have completed five (5) years of continuous service shall be entitled to ten (10) hours of vacation per month with pay computed on the basis of the regularly established hourly rate.
- C. Eight hour employees who have completed ten (10) years of continuous service shall be entitled to thirteen (13) hours and twenty (20) minutes of vacation per month with pay computed on the basis of the regularly established hourly rate.
- D. Upon an eight hour employee's 20, 25 and 30th anniversary of employment he/she shall be credited with one additional week of vacation on those anniversaries only.

- E. Employees assigned to less than eight hours will have vacations under Paragraphs A, B, C and D above prorated based on the number of hours they are regularly assigned to work.
- F. When a scheduled holiday intervenes during employee's vacation an extra day will be allowed.
- G. No vacation will be granted during the first week after school is scheduled to be dismissed on the official school calendar or during the week before school is scheduled to begin on the official school calendar. Except during these two weeks, vacation may be taken at any time provided that the employee has given the required notice to the employee's supervisor and the supervisor has approved the request. This paragraph shall not apply to warehouse or District copy center employees.

Employees who wish to use two (2) or less days of vacation must give written notice to the District at least forty-eight (48) hours in advance of the start of the employee's shift on the date that the vacation would begin. If the employee provides such advance notice, the employee's supervisor will respond to the request at least twenty-four (24) hours in advance of the start of the employee's shift on the date that the vacation would begin. If the employee's supervisor fails to respond to the request at least twenty-four (24) hours in advance of the start of the employee's shift on the date that the vacation would begin, the vacation will be deemed to be approved.

Employees who wish to use more than two (2) days of vacation must give written notice to the District at least three (3) working days in advance of the start of the employee's shift on the date that the vacation would begin. If the employee provides such advance notice, the employee's supervisor will respond to the request at least one (1) working day in advance of the start of the employee's shift on the date that the vacation would begin. If the employee's supervisor fails to respond to the request at least one (1) working day in advance of the start of the employee's shift on the date that the vacation would begin, the vacation will be deemed to be approved.

Notice of a request for vacation must be delivered to the District either by facsimile transmission or by email. If the employee provides notice by facsimile transmission, the notice must be faxed to the Operations Center at the designated fax number, and a copy must also be left for the Head Custodian. The notice is not required to be, but may be, signed or initialed by the Head Custodian before it is faxed. Facsimile notice will be deemed to be received as of the date and time which appears on the facsimile transmission. If the employee provides notice by email, the notice must be emailed by the employee's Head Custodian or Lead Custodian and must be emailed to the Associate Director of Operations, the Custodial Field Specialist, and the Operations Custodial Secretary (all three individuals must receive the email notice). Email notice will be deemed to be received as of the date and time of the email transmission. This paragraph shall not apply to warehouse or District copy center employees who shall schedule vacation with the District Purchasing Specialist.

Exceptions to the notice requirements set out in this section may be granted at the discretion of the Associate Director of Operations. Decisions of the Associate Director of Operations concerning exceptions to the notice requirements will not be subject to the grievance procedure.

If work requirements make it necessary to limit the number of employees on vacation at the same time, the following principles will apply: (1) if there are multiple requests for vacation which are received thirty (30) calendar days before the vacation is scheduled to begin and the requests are for the same day or days, then the employee with the greater seniority will be given preference, (2) if there are multiple requests for vacation which are received less than thirty (30) calendar days before the vacation is scheduled to begin and the requests are for the same day or days, then the requests will be granted on a first come-first served basis. Except for vacation approvals which are revoked due to the invocation of the seniority principle as outlined in this paragraph, once a vacation has been approved, the approval will not be revoked.

The provisions shall not apply to Warehouse or Copy Center employees. These employees may, with District approval, take vacation at any time during the year.

- H. Employees may accrue vacation to an eighteen (18) month accumulation maximum. In the event of extenuating circumstances, the District and the Union may mutually agree to allow employees to accrue more than the maximum vacation accumulation.
- I. Employees experiencing a medical condition who have either exhausted or are forecasted within the next fifteen (15) workdays to exhaust all paid leave may request the District to send out a request for vacation donation to bargaining unit employees. Only employees whose medical condition would qualify the employee for FMLA (irrespective of the employee's FMLA yearly hours eligibility standing, FMLA leave exhaustion requirement, or any other non-medical FMLA requirements) will be eligible to receive vacation leave under this section. Employees shall be allowed to donate up to five (5) vacation days per fiscal year to another District bargaining unit employee(s) of their choosing who has/have made such a request. Once made, the donation is irrevocable. The days donated will be converted into a dollar amount based on the wage rate and daily hours of the donating employee, and the cumulative amount will then be converted into paid leave time based on the wage rate and daily hours of the requesting employee, and then made available to the requesting employee.

SECTION 3

Any employee with seniority who quits with two (2) weeks written notice or who retires shall receive at that time an amount of vacation pay proportionate to his/her length of continuous employment since his/her last anniversary date plus any past unused earned vacation previous to that anniversary date. In case of death the same shall apply to the employee's estate.

SECTION 4

This Article does not apply to security personnel.

ARTICLE X

SENIORITY

SECTION 1 - DEFINITIONS

- A. For purposes of this Article, seniority means an employee's length of continuous service with the Employer since his/her last date of hire within this unit. If multiple hires occur on a given date, seniority will be determined by the drawing of cards.
- B. The terms "qualifications" and "qualified" wherever used in this Article as descriptive of an employee, shall mean, with normal supervision, the factors necessary for the satisfactory performance of the work for which the employee is being considered. New employees, shall be required to successfully complete the new custodian training class during the first 180 days of employment (probationary period).
- C. Any employee who has acquired seniority and employment will be broken for the following reasons only:
 - (1) If employee quits, either by (1) notifying the Director of Human Resource Services, or (2) remaining away from work three consecutive working days or more without a reason satisfactory to the Director of Human Resource Services.
 - (2) Discharged.
 - (3) Employees absent for health reasons, unable to return to work within two (2) years following the expiration of sick leave.
 - (4) Death or retirement.

SECTION 2 - PROBATIONARY PERIOD

The first one hundred eighty (180) calendar days of active employment of the employee during the employee's last period of employment is a probationary period during which period there shall be no responsibility on the part of the District for the continued employment of above referred to new employees. By the end of the one hundred seventy (170) calendar days the employee will be evaluated by members of the District management as to whether he/she will be retained with the District, and the termination of such probationary employees shall not be subject to challenge or made the subject of grievance.

When the probationary period is satisfactorily completed, seniority will date back to the original date of hire.

All new Campus Security employees shall serve a probationary period of ninety (90) work days. During the probationary period, the employee shall have no seniority rights for bidding, layoff or recall. Upon completion of the probationary period the employee shall be placed on the seniority list and the employee's seniority shall be determined from the date of hire. The District shall evaluate the employee prior to the mid-point of the probationary period. Employees may be terminated for any reason during the probationary period without recourse to the grievance procedure.

SECTION 3 - ESTABLISHMENT OF SENIORITY

The District seniority list shall contain the names of all employees, except for probationary employees, as already established on the existing District-wide list. Every three (3) months the

Employer shall post on all Union bulletin boards a seniority list District-wide and lists within classifications. A copy shall be furnished to the Local Union when it is posted.

SECTION 4 - JOB POSTING

Employees who assume a position with pool responsibilities but do not have current pool certification will be scheduled and required to take a local pool certification class within a reasonable period of time after assuming the position. If the employee does not successfully complete the first class for certification, the employee will take a class designated by the District. If an employee's regular work schedule does not agree with the time that the class is offered, then there will be a temporary adjustment to their work schedule. This procedure also applies for recertification classes. The first and second class will be scheduled to occur within six (6) months after assuming the position. Unsuccessful completion of the second class will mean that the person is not qualified to hold the position.

Employees who assume a position as a Head Custodian will be required to acquire a Pesticide Applicator's License within a reasonable period of time after assuming the position. Current Head Custodians will have until August 1, 2017 to acquire the license.

SECTION 5 - CROSS-OVER SENIORITY

In the event that an employee leaves District employment and subsequently returns to District employment, the employee will have a seniority date reflecting the date they returned to District employment.

Bargaining unit seniority for employees of the Warehouse employed as of July 1, 1982 shall be July 1, 1982.

New employees to the unit as of July 1, 1986, regardless of status in another unit, have a seniority date reflecting the first day worked in this unit.

Security employees shall have a seniority start date reflecting the first day worked in this unit. As an exception to this, security employees amended into the bargaining unit as of July 1, 2002, however, will retain their previous seniority prior to joining this unit.

ARTICLE XI

LEAVES OF ABSENCE

SECTION 1 - DEFINITION

Days of pay, for purposes of this Article, refers to the number of hours the employee is regularly scheduled to work multiplied by the employee's regular straight-time rate, on days the employee, but for the leave, would be regularly scheduled to work.

SECTION 2 - GENERAL PROVISIONS

- A. An employee on leave, as specified in this Article, shall retain and accumulate seniority and shall be returned to the classification and assigned building held at the time of beginning

such leave, provided the operation of the Seniority Article permits such return, and provided the employee returns to active employment at the expiration of such leave.

- B. To be eligible for voluntary leaves as specified in this Article, an employee must properly notify his/her supervisor and building administrator who will notify the Director of Human Resource Services. This notification should be as much in advance as possible and on the appropriate form filled out at the earliest opportunity.
- C. An employee who fails to report to work at the expiration of a leave shall be considered as voluntarily terminated unless the employee has a reason satisfactory to the Director of Human Resource Services.
- D. Accumulated health leave information will be provided as part of the employee's pay stub advice.

SECTION 3 - JURY SERVICE LEAVE

- A. An employee who is called for jury service or who is required by law to appear for examination by a jury commission prior to such jury service or is subpoenaed and reports for witness service in a proceeding to which the employee is not a party in a court of record will be excused from duty with pay less the amount of compensation received for such service or appearance excluding mileage and meal allowances.
- B. In order for an employee to be eligible, the employee shall:
 - (1) Immediately notify his/her immediate superior of receipt of summons for such service.
 - (2) Furnish his/her immediate superior proper evidence of amount of compensation received for such service.
- C. Any employee excused from service prior to the completion of his/her work schedule shall report for work to finish his/her workday. If any employee fails to report for work to finish his/her workday, he/she shall be reimbursed only for actual hours lost up to the time he/she was excused. No employee will be expected to work more than eight (8) hours in any one workday including time spent on jury duty.

SECTION 4 - BEREAVEMENT LEAVE

- A. When death occurs in the immediate family of an employee, such an employee, upon request, will be excused from his/her regularly assigned duties and shall be paid for a reasonable amount of time (excluding Saturdays, Sundays and holidays) because of such death, providing the employee attends the funeral, but in no event exceeding five (5) normally scheduled workdays, except in the case of employee's spouse. Bereavement leave in case of spouse or parent need not be taken consecutively with the approval of the Supervisor of Custodial Services.
- B. An additional five (5) normally scheduled workdays shall be allowed, if necessary, in the event of the death of an employee's spouse or (step) child.

- C. Members of the immediate family of the employee shall include only the following: spouse, (step) child, parent, and grandparent, grandchild, mother-in-law, father-in-law, brother, sister, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or other relatives permanently residing with the employee.

SECTION 5 - EMERGENCY LEAVE

All regular employees shall be allowed a total of three (3) days in each school year, without loss of pay, for emergencies, such as emergency illness within the immediate family, funeral outside the immediate family, religious holidays requiring absence from work, car accident, inclement weather making it impossible for the employee to get to work, disaster, and/or other comparable circumstances which cannot be taken care of on a day other than a workday. Employees may accumulate up to six (6) days of emergency leave. Emergency leave may be used in one (1) hour increments.

The following is a non-inclusive list of situations not qualifying as emergency leave:

- Vacations
- Attendance at non-school related meetings and activities
- Personal business that can be conducted during non-school hours
- Absences to accommodate further or promote the employee's non-school related activities or the career of the employee's spouse

One (1) emergency leave day each year may be utilized for personal leave. Personal leave shall not be taken the day before or the day after a school vacation or holiday. Personal leave shall be used for personal needs. Personal leave and emergency leave may be taken in one (1) hour increments. Requests for personal leave for Custodial Services employees shall be received by the Operations Center five (5) working days before the requested day and no more than three requests will be granted for the same day. Request for personal leave for Warehouse employees and Security employees shall be received by the employee's immediate supervisor five (5) working days before the requested day and at least one request will be granted to Warehouse employees for the same day and at least one request will be granted to Security employees for the same day. Exceptions to advance notice and employee off limitations shall be considered by the supervisor of the employee. If there are requests in excess of the number of employees off limitations, requests shall be honored on a bargaining unit seniority basis.

SECTION 6 - EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay for limited periods of six (6) months or one (1) year may be granted at the discretion of the District for a reasonable purpose upon application of the employee and approval of the Director of Human Resource Services, and provided the Union also agrees such purpose is reasonable. Leaves granted an employee under this subsection will not exceed two (2) consecutive years.
- B. While on an extended leave under this Section, the employee's interest in retirement funds, future vacation accumulation, accumulated sick leave and placement on the wage schedule shall be frozen. No additional benefits will be earned or provided by the District during his/her type of leave. However, the employee may purchase insurance programs available to other employees.

- C. Employees on such extended leave of absence are not eligible to draw any compensation except for vacation earned prior to the employee's last anniversary date, or accumulated sick benefit.
- D. Seniority shall be retained but not accumulated during this type of leave up to the length of the approved leave.
- E. The District shall grant a leave of absence without pay of not more than one (1) year to any employee with seniority elected or selected to any Union office requiring such leave of absence. Such leave of absence may be renewed or extended for a similar period at any time upon mutual agreement of the District, the Union and the employee. No more than one (1) employee may be on leave of absence pursuant to this Paragraph at any one time.
- F. Also, if a member of the Union is selected by the Union to participate in any other Union activity, he/she shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it shall be renewed or extended for a similar period, at any time upon the request of the Union. No more than two (2) members may be on leave of absence at any one time under this Paragraph, and said two (2) members must come from different buildings.
- G. Employees covered by this contract shall be entitled to rights specified in the Federal Government Family and Medical Leave Act.

SECTION 7 - HEALTH LEAVE

- A. At the beginning of each school year a total of fifteen (15) days of health leave allowance, accumulated from year to year, regardless of the number of years of continuous employment, shall be credited to each employee. New employees to the District beginning July 1, 2007 will be credited with ten (10) days of current health leave allowance at the beginning of the school year, and will receive an additional day for each year of service up to fifteen (15) days. However, any employee hired after July 1, 2000 shall be limited to a maximum accumulation of one hundred eighty (180) days.
- B. In order to be eligible for health leave allowance, it is the responsibility of the employee to notify his/her immediate supervisor as soon as possible regarding the illness and to present such reasonable evidence as requested to confirm the necessity of such absence. A doctor's statement may be required as evidence of the employee's ability to resume employment after a confining or disabling illness or accident.
- C. Employees who return to the District following a leave of absence will have cumulative health leave earned prior to such leave of absence credited to their health leave account.
- D. Accumulated health leave information will be provided as part of the employee's pay stub advice.
- E. New employees whose services commence after the beginning of the fiscal year shall be granted a pro rata share of the ten (10) days allowed.

- F. Scheduled holidays which intervene during an employee's absence due to personal illness are not deducted from health leave allowance.
- G. Employees shall not use sick leave in less than one (1) hour increments.
- H. Maternity shall be treated as any other illness or disability.
- I. Employees may elect to supplement workman's compensation benefits with accrued health leave. The District shall only, deduct in one (1) hour increments, health leave for each day of supplementation requested by the employee.

SECTION 8 - MILITARY SERVICE

- A. None of the provisions of this Agreement shall be permitted to conflict with any obligations of the Employer under any Selective Service Act, and amendments thereto, for any of its employees who have been inducted into any of the services covered by such acts and amendments thereto.
- B. An employee accepted for membership in the Peace Corps shall be granted the same privileges and shall be reemployed under the same circumstances as if he/she had entered the Armed Services of the United States. This provision shall cover one enlistment only.
- C. Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity.

Any employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service. Employees shall be entitled to the military leave benefits provided under the Iowa Code at Section 29A.28.

SECTION 9

Employees covered under this agreement shall be covered under the terms and conditions of the Federal Government Family and Medical Leave Act. The Act may provide for rights and benefits in addition to those granted under this collective bargaining agreement. Employees may receive information concerning the Family and Medical Leave Act through the District Human Resource Services Office.

ARTICLE XII

WAGES

SECTION 1 - RATES OF PAY

The schedule of hourly rates for hourly rated job classifications listed in Exhibit "A" attached hereto shall be effective during the terms of this Agreement and is accepted as recording the rates for all hourly rated job classifications, including the hourly rate for any employee who may be hired during the life of this Agreement.

SECTION 2

When an hourly paid employee is permanently transferred to another job classification, the rate for such an employee shall be that specified for the new classification in the grade held by the employee in his/her previous position.

SECTION 3 - PAY PLAN

Employees shall be paid bi-weekly on an every-other Friday basis prior to the end of work shift.

SECTION 4 - TEMPORARY ASSIGNMENT

Employees who are temporarily assigned to work in a higher paid classification shall be paid the rate for the position to which they are assigned when the assignment lasts for at least forty hours.

ARTICLE XIII

JOINT COMMITTEES

The parties agree to maintain one or more committees for the purpose of coordinating and making recommendations to the District on rules and procedures applicable to those issues that are illegal/excluded subjects of bargaining under Chapter 20 of the Iowa Code. The parties also agree to utilize this same process to coordinate and make recommendations related to the issue of employee absenteeism.

The structure of the committee(s) will be developed by the parties' through the existing labor-management committee process. The Union shall appoint all members representing the bargaining unit on the committee(s).

The committee(s) shall begin working from the applicable 2017-2020 contract language that was removed from that contract because it was illegal/excluded language under Chapter 20 of the Iowa Code.

ARTICLE XIV

EFFECT OF AGREEMENT

SECTION 1

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties.

SECTION 2

If any article, section, paragraph, clause or sentence of this Agreement should be declared invalid or unconstitutional, such decision(s) shall not void anything remaining in the contract, and they shall remain in full force and effect for the duration of this Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending article or section.

SECTION 3

During the period of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matter affecting this Agreement, or any other matters not specifically set forth in this Agreement.

ARTICLE XV

DURATION

This Agreement shall become effective on the 1st day of July, 2020 and shall be extended from the initial duration period ending June 30, 2023 to June 30, 2025, making the total contract five (5) years. The parties will reopen this agreement for the purposes of negotiating wages.

FOR DAVENPORT COMMUNITY SCHOOL
DISTRICT, DAVENPORT, IOWA

FOR LOCAL 751, COUNCIL
61, AFSCME, AFL-CIO

EXHIBIT A

DAVENPORT COMMUNITY SCHOOL DISTRICT
CUSTODIAN SALARY SCHEDULE
2020-2021

CUSTODIANS

Custodian

Entry Grade	\$15.59
After 12 Months	\$16.16
After 24 Months	\$16.80
After 36 Months	\$17.42
After 48 Months	\$18.16
After 60 Months	\$18.73

Lead Custodian

Entry Grade	\$17.76
After 6 Months	\$19.28

Head Custodian

Entry Grade	\$18.06
After 6 Months	\$19.72

Central Heating Plant

Entry Grade	\$18.09
After 6 Months	\$19.28

Groundskeeper

Entry Grade	\$18.09
After 6 Months	\$19.28

Senior High Head Custodian

Entry Grade	\$18.25
After 6 Months	\$20.03

Longevity

10 - 19 years	\$0.35
20 -24 years	\$0.45
25+ years	\$0.50

Night Shift Premium

\$0.27 per hour premium paid to those employees on the custodial staff whose regular hours are after 2:00 p.m.

\$0.29 per hour premium paid to those employees whose regular hours begin after 9:30 p.m.

Employees shall be paid according to classification held and the total years of service provided.

WAREHOUSE

Warehouse Person I	
Entry Grade	\$17.92
After 6 Months	\$18.58
After 18 Months	\$18.93

Warehouse Person II	
Entry Grade	\$18.80
After 6 Months	\$19.69
After 18 Months	\$20.03

Longevity	
10 - 19 years	\$0.35
20 -24 years	\$0.45
25+ years	\$0.50

COPY CENTER

Copy Center Worker	
Entry Grade	\$15.22
After 6 Months	\$15.98
After 18 Months	\$16.27

Longevity	
10 - 19 years	\$0.35
20 -24 years	\$0.45
25+ years	\$0.50

CAMPUS SUPERVISORS

Campus Supervisor	
Hiring Step	\$15.59
Step 2 after 12 months	\$16.46
Step 3 after 24 months	\$17.37
Grandfather	\$19.02

Longevity	
10 - 19 years	\$0.35
20 -24 years	\$0.45
25+ years	\$0.50

EXHIBIT A

DAVENPORT COMMUNITY SCHOOL DISTRICT
CUSTODIAN SALARY SCHEDULE
2021-2022

CUSTODIANS

<u>Custodian</u>	
Entry Grade	\$15.73
After 12 Months	\$16.30
After 24 Months	\$16.94
After 36 Months	\$17.56
After 48 Months	\$18.30
After 60 Months	\$18.87
<u>Lead Custodian</u>	
Entry Grade	\$17.90
After 6 Months	\$19.42
<u>Head Custodian</u>	
Entry Grade	\$18.20
After 6 Months	\$19.86
<u>Central Heating Plant</u>	
Entry Grade	\$18.23
After 6 Months	\$19.42
<u>Groundskeeper</u>	
Entry Grade	\$18.23
After 6 Months	\$19.42
<u>Senior High Head Custodian</u>	
Entry Grade	\$18.39
After 6 Months	\$20.17
<u>Longevity</u>	
10 - 19 years	\$0.35
20 -24 years	\$0.45
25+ years	\$0.50

Night Shift Premium

\$0.27 per hour premium paid to those employees on the custodial staff whose regular hours are after 2:00 p.m.

\$0.29 per hour premium paid to those employees whose regular hours begin after 9:30 p.m.

Employees shall be paid according to classification held and the total years of service provided.

WAREHOUSE

Warehouse Person I	
Entry Grade	\$18.06
After 6 Months	\$18.72
After 18 Months	\$19.07

Warehouse Person II	
Entry Grade	\$18.94
After 6 Months	\$19.83
After 18 Months	\$20.17

Longevity	
10 - 19 years	\$0.35
20 -24 years	\$0.45
25+ years	\$0.50

COPY CENTER

Copy Center Worker	
Entry Grade	\$15.36
After 6 Months	\$16.12
After 18 Months	\$16.41

Longevity	
10 - 19 years	\$0.35
20 -24 years	\$0.45
25+ years	\$0.50

CAMPUS SUPERVISORS

Campus Supervisor	
Hiring Step	\$16.08
Step 2 after 12 months	\$16.95
Step 3 after 24 months	\$17.86
Grandfather	\$19.51

Longevity	
10 - 19 years	\$0.35
20 -24 years	\$0.45
25+ years	\$0.50

EXHIBIT A

DAVENPORT COMMUNITY SCHOOL DISTRICT
CUSTODIAN SALARY SCHEDULE
2022-2023

CUSTODIANS

<u>Custodian</u>	
Entry Grade	\$16.08
After 12 Months	\$16.65
After 24 Months	\$17.29
After 36 Months	\$17.91
After 48 Months	\$18.65
After 60 Months	\$19.22
<u>Lead Custodian</u>	
Entry Grade	\$18.25
After 6 Months	\$19.77
<u>Head Custodian</u>	
Entry Grade	\$18.55
After 6 Months	\$20.21
<u>Central Heating Plant</u>	
Entry Grade	\$18.58
After 6 Months	\$19.77
<u>Groundskeeper</u>	
Entry Grade	\$18.58
After 6 Months	\$19.77
<u>Senior High Head Custodian</u>	
Entry Grade	\$18.74
After 6 Months	\$20.52
<u>Longevity</u>	
10 - 19 years	\$0.35
20 -24 years	\$0.45
25+ years	\$0.50

Night Shift Premium

\$0.27 per hour premium paid to those employees on the custodial staff whose regular hours are after 2:00 p.m.

\$0.29 per hour premium paid to those employees whose regular hours begin after 9:30 p.m.

Employees shall be paid according to classification held and the total years of service provided.

WAREHOUSE

Warehouse Person I	
Entry Grade	\$18.41
After 6 Months	\$19.07
After 18 Months	\$19.42
Warehouse Person II	
Entry Grade	\$19.29
After 6 Months	\$20.18
After 18 Months	\$20.52

Longevity	
10 - 19 years	\$0.35
20 -24 years	\$0.45
25+ years	\$0.50

COPY CENTER

Copy Center Worker	
Entry Grade	\$15.71
After 6 Months	\$16.47
After 18 Months	\$16.76

Longevity	
10 - 19 years	\$0.35
20 -24 years	\$0.45
25+ years	\$0.50

CAMPUS SUPERVISORS

Campus Supervisor	
Hiring Step	\$16.08
Step 2 after 12 months	\$16.95
Step 3 after 24 months	\$17.86
Grandfather	\$19.51

Longevity	
10 - 19 years	\$0.35
20 -24 years	\$0.45
25+ years	\$0.50

MEMORANDUM OF UNDERSTANDING

1. The district will provide the local union president with a disk every month showing the name, home address, social security number, payroll number and work site of union members. The union will provide the district with 12 diskettes.
2. A representative of this bargaining unit will participate in the Davenport Community School District's Insurance Task Force to study cost saving measures.

Union Representative

District Representative

Date

Date

MEMORANDUM OF UNDERSTANDING

It is understood by the parties, if the District establishes an in-house print shop, the parties will meet to discuss the wage of the job classifications of those employees.

Union Representative

District Representative

Date

Date

MEMORANDUM OF UNDERSTANDING

Compensatory Time:

An employee may elect to receive compensatory time off in lieu of overtime pay.

Compensatory time off shall be computed in hours at the applicable overtime rate of one and one-half times, and shall be scheduled by mutual agreement between the employee and the supervisor. Approval of compensatory time off will not be unreasonably withheld, and request and approval for compensatory time off is not governed by the vacation request and approval process in Article IX, Section 2 of the Collective Bargaining Agreement between the parties. If the District has reason to reasonably limit the number of employees utilizing compensatory time off on a particular day, the request will be honored on a building by building, seniority basis (Custodial, Warehouse, Security, and Copy Center shall each be treated as a separate grouping for request honoring).

Compensatory time off may be taken on non-student attendance days, or on student attendance days with the approval of the building supervisor and the Associate Director of Operations. Compensatory time off can be utilized in one (1) hour increment minimums.

Employees may not accumulate more than forty (40) hours of compensatory time at any one time, and such time shall not accumulate for more than one (1) fiscal year. Employees will be paid for any unused compensatory time at the payroll period which includes June 30th, at the hourly rate at which it was earned.

Employees shall notify their supervisor if they desire compensatory time in lieu of overtime pay no later than one (1) day prior to the date payroll data is submitted.

Agreed to and in effect July 1, 2020, through June 30, 2023.

Union Representative

District Representative

Date

Date

MEMORANDUM OF UNDERSTANDING

Non-work, Voluntary Non-paid Day before Thanksgiving or Any One (1) Work Day within the Fiscal Year

An employee may voluntarily elect to take the work day before Thanksgiving off without pay. In the event that an employee does not elect to voluntarily take the work day before Thanksgiving off without pay, an employee may voluntarily elect to take any other work day off without pay within the fiscal year. In the event that the employee elects to take the voluntary work day without pay on the day immediately preceding and/or immediately following a holiday, the employee will not lose pay for the immediately preceding and/or immediately following holidays, as referenced in Article VIII, Section 3, letter E only of the Collective Bargaining Agreement between the parties. There shall be no limit to the number of employees who may take the day before Thanksgiving off without pay, provided, however, one Custodial Department employee per building will not be granted this day off without pay, and preference will be given based upon seniority. Requests for vacation shall take precedence over any request for an unpaid day requested under this letter. In order to ensure the voluntary nature of the voluntary work day off without pay system, the District agrees to maintain the same paid day off employee daily limit as existed in the year preceding this agreement for the day before Thanksgiving and for any other work day(s) that employee(s) desire to take a voluntary unpaid work day on. For employees who elect to take a work day without pay other than the day before Thanksgiving, approval will not be unreasonably withheld, and the request and approval process is not governed by the vacation request and approval process in Article IX, Section 2 of the Collective Bargaining Agreement between the parties. If the District has reason to reasonably limit the number of employees voluntarily electing a work day off without pay on a particular day (not applicable to the day before Thanksgiving), the requests will be honored on a building by building, seniority basis (Custodial, Warehouse, Security, and Copy Center shall each be treated as a separate grouping for request honoring).

Agreed to and in effect July 1, 2020, through June 30, 2023.

Union Representative

District Representative

Date

Date

SIDE AGREEMENT- New July 1, 2007

In the event enhanced union security provisions- the collection of fair share or agency shop fees from bargaining unit members who are not members of the Union- become authorized by state law, the parties agree to reconvene negotiations, through interest arbitration if necessary, within thirty (30) days of the effective date of the applicable legislation, for purposes of negotiating implementation of the union security provisions.

For the Union

For the District