

Comprehensive Agreement

between the

**Des Moines Independent
Community School District**

and the

**Des Moines Independent School District
Building Trades Maintenance Council**

2019-2024

Des Moines, Iowa

BOARD OF DIRECTORS

Cindy Elsbernd, Chair

Kyrstin Delagardelle, Vice Chair

Heather Anderson

Rob X. Barron

Dwana Bradley

Teree Caldwell-Johnson

Dionna Langford

SUPERINTENDENT OF SCHOOLS

Dr. Thomas Ahart

Table of Contents

Chapter 1 – Relationships

Article I	Preamble
Article II	Recognition

Chapter 2 – Hours

Article IV	Hours of Work and Overtime
Article V	Holidays
Article VI	Vacations
Article VII	Leaves of Absence

Chapter 3 – Compensation and Benefits

Article VIII	Wages
Article IX	Sick Leave

Chapter 4 – Grievances

Article X	Grievances
-----------	------------

Chapter 5 – Duration

Article XI	Contract Duration
------------	-------------------

CHAPTER 1 – RELATIONSHIPS

ARTICLE I: PREAMBLE

The Des Moines Independent Community School District, No. 77-1737, in the counties of Polk and Warren, State of Iowa, hereinafter referred to as the Employer, and the Des Moines Independent School District Building Trades Maintenance Council, including employee organizations such as Carpenters Local Union No. 106, Bricklayers Local No. 3, Electrical Workers Local No. 347, Laborers Local No. 177, Painters Local No. 246, Plasterers and Cement Finishers Local No 21, Plumbers and Steamfitters Local No. 33, and Sheet Metal Local No. 45, hereinafter referred to as the Union, agree as follows:

ARTICLE II: RECOGNITION

The Des Moines Independent Community School District is recognized as a public employer governed by the Board of Directors. The Des Moines Independent School District Building Trades Maintenance Council, as determined and ordered by the Public Employment Relations Board, is recognized as the sole and exclusive bargaining agent for the purpose of negotiating for and representing regular full-time, hereinafter named, employees of the Employer, including all:

Skilled building trades maintenance personnel, including electricians, carpenters, plasterers, sheet metal workers, painters, plumbers, steamfitters, refrigeration men, bricklayers, and building maintenance laborers (including craft truck drivers and helper) working with the foregoing personnel, grounds maintenance personnel, mechanics, glaziers, cabinet makers, service technicians, and apprentices.

And excluding:

All other school district employees, and all supervisors and all other employees excluded by Iowa Code section 20.4. For purposes of this agreement, supervisors are defined as those who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate, or process grievances of other employees or have the responsibility to make recommendations thereon.

ARTICLE III: PROBATIONARY STATUS OF NEW EMPLOYEES

A new employee shall serve a probationary period of one hundred twenty (120) days actually worked by the employee. Time on leave status shall not be credited toward computation of the probationary period. Probationary employees may be terminated for any reason without recourse to any procedures in this Agreement.

CHAPTER 2 - HOURS

ARTICLE IV: HOURS OF WORK AND OVERTIME

The purpose of this Article is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work shall be made by the Employer and may be changed from time to time to meet changing needs.

- A. Work Day – The normal work day for employees will be 7:00 a.m. until 3:30 p.m., excluding ½ hour for lunch. Shift work can be performed after or before the regular hours on jobs where the work cannot be done during regular working hours, as determined by the employer at the employer's discretion. Shift premium shall be ten percent (10%) above the base rate of pay. No more than one shift can be performed by one (1) employee in any twenty-four (24) hour period without overtime pay. The employer will make a concerted effort to provide affected employees a minimum of fourteen (14) calendar days advance notice. This section is not applicable to service or emergency work.
- B. Work Week – The normal work week for employees shall be 40 hours work, excluding lunch periods, from Monday through Friday.
- C. Overtime – Overtime shall be paid for at a rate of time and one-half (1-1/2 times) the employee's straight time hourly rate. All work performed in excess of 8 hours per day shall be paid at the overtime rate of pay. All work performed on Saturday, Sunday, and holidays shall be paid at the overtime rate of pay. There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision. The need for overtime and its assignment shall be the Employer's decision. Any work performed outside the designated work hours must have prior approval by supervisory personnel. Compensatory time at the rate of one and one-half hour for each hour of overtime worked may be accrued in lieu of payment of wages with prior approval of the Director of Facilities or designee. Employee use of compensatory time shall be in accordance with Article IV (D) below.
- D. Compensatory Time --

Employees are required to secure the approval of the Director of Facilities or designee before accruing and/or using accumulated compensatory time. In addition:

- Employees must complete a request for approval of absence from duties through the Employer's payroll management system.
- Employees can accumulate any pre-approved compensatory leave balance during the course of a fiscal year, but shall only be permitted to carry over a maximum of 24 hours from that balance on June 30 into the next fiscal year that begins on July 1.

- E. Rest Periods – All employees are entitled to a paid 15-minute rest period during each half shift.

ARTICLE V: HOLIDAYS

- A. Holidays – Paid holidays shall be given those employees who are working regularly at the time of the holiday. The following are recognized as paid holidays:

New Year's Day	Thanksgiving Day
Day before or after New Year's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day before or after Christmas
Labor Day	

Whenever any of the holidays fall on Saturday, the previous Friday shall be observed. Whenever any of the holidays listed fall on Sunday, the succeeding Monday shall be observed.

- B. Holiday Work – In addition to an employee's holiday pay, if that employee works on a holiday, the pay shall be at a rate of one and one-half times the straight hourly rate for all hours worked.

ARTICLE VI: VACATIONS

- A. Eligibility and Allowance – Regular full-time employees shall accrue paid vacation leave each pay period, which may be used as earned. No vacation days may be taken in advance of their accrual. The rate of an employee's accrual of vacation leave shall be based upon the length of employee's service with the District.

<u>Service Requirements</u>	<u>Annual Vacation Accrual Rate</u>
Less than 6 months	None
Six months through 11 months	5 working days
More than 11 months through 6 fiscal years	10 working days
7 fiscal years through 12 fiscal years	15 working days
13 fiscal years or more	20 working days

The service requirement during the first fiscal year of employment shall be determined by the date of original hire. All yearly service requirements shall be based on service during complete fiscal years. The change in accrual rate, when applicable, shall occur on the employee's anniversary date. More than eleven (11) months employment in the first fiscal year shall count as one (1) full fiscal year of employment.

- B. Vacation Carryover – An employee may carryover unused vacation days up to a maximum of twice the employee's accrual rate. (*Example: If an employee accrues 10*

days of vacation leave per year, the maximum number of vacation days an employee may carry over into the next year is 20 days.)

- C. Request for Vacation Leave – Employees must complete a request for approval of vacation leave at least 10 days prior to the date(s) requested. Approval of an employee's request for vacation leave is not automatic.
- D. Vacation Pay – The rate shall be the employee's regular straight time rate of pay. Employees shall receive pay for vacations at the time of their regularly scheduled pay days.
- E. Vacation Rights – Any employee who is laid off, discharged, retired, or resigns prior to taking his vacation shall be compensated for the unused vacation accumulated at the time of separation.

ARTICLE VII: LEAVES OF ABSENCE

- A. Definition – Leaves of absence means authorized absence from the job, paid or unpaid, except for sick leave (Article IX). An extended leave means more than two weeks leave.
- B. Eligibility – Regular full-time employees shall be eligible for leaves of absence after completing their probationary period with the Employer: one hundred twenty (120) days actually worked by the employee. Leaves of absence set forth in this Article do not accumulate from year to year.
- C. Application for Leave – Employees must complete a request for approval of absence from duties through the Employer's payroll management system on all absences except sick leave, bereavement, and funeral leave at least 10 days prior to the date of absence requested.
- D. Paid Leaves – The employee shall be paid regular straight time for hours he or she would have worked, excluding overtime, for the following authorized leaves:
 - 1. *Bereavement Leave* – In case of the death of wife, husband, grandparent, (step) child, or (step) grandchild of an employee or the employee's spouse, (step) father, (step) mother, (step) brother, (step) sister, or legal dependents. The employee will make application through the Employer's payroll management system to be absent from duty for as many days, not to exceed five, as may be necessary for attendance at the funeral and other purposes directly arising out of said death. Up to 2 of the 5 allowed bereavement days may be used for hospice visitation.

Funeral Leave – In the case of death of other relative or person of unusually close personal relationship, a total of two days per year shall be allowed for attendance at the funeral. Funeral leave may be taken in full-day or half-day increments, but cannot be used concurrently for more than one day.

2. *Jury Duty* – In the absence of extraordinary circumstances, employees may be excused for jury duty. In order that no employee shall suffer financial loss because of such absence, no deduction for the employee’s compensation will be made during the term of jury service, provided that all jury fees received by any such employee be turned over to the school district.
3. *Civic Duty* – Employees subpoenaed to appear before a court or other public body shall be granted necessary time off with pay.
4. *Personal Leave* – All regular employees shall be allowed a total of two (2) days in any one fiscal year, without loss of salary, without accumulation, for bona fide personal or business activities that cannot reasonably be accomplished outside the normal work day. Such absence may not be taken immediately before or after holidays or vacation periods. At the end of the fiscal year, an employee’s unused personal leave days year will be paid out to the employee.
5. *Military Reservists* – A leave of absence will be granted for military reservists for required training purposes for a period not exceeding thirty (30) days in any calendar year.
6. *Adoption Leave* – An employee may use up to ten (10) days of accrued sick leave for adoption, which may be used consecutively.

E. Unpaid Leaves

1. *Military Service* – Leaves of absence are granted for military purposes not to exceed the enlistment or draft period. On completion of the military service, the employee is entitled to reinstatement at the same wages he/she would have received had he/she not taken such a leave, but subject to the following conditions: That the position was not abolished; that he/she is physically and mentally capable of performing the duties of the position; that he/she makes written application for reinstatement to the Director of Human Resources—Classified Staff within ninety (90) days after termination of service and that he/she submits an honorable or general discharge from military service.

CHAPTER 3: COMPENSATION AND BENEFITS

ARTICLE VIII: WAGES

- A. *Wage Scale* – The 2019-2020 wage scale for employees shall reflect the Davis-Bacon Act prevailing hourly wage rate for Polk County, Iowa, that is in effect for each craft on July 1, 2019.

	2019-2020 Hourly Rate		2019-2020 Hourly Rate
Carpenter	\$28.25	Painter	\$26.64
Electrician	\$36.50	Plumber/Fitter	\$35.60
Laborer	\$26.00	Service Tech	\$26.70

Plumber Apprentice		Carpenter Apprentice	
0-12 Months	\$16.02	0-6 Months	\$16.95
12-18 Months	\$17.80	6-12 Months	\$18.36
18-24 Months	\$19.58	12-18 Months	\$19.78
24-30 Months	\$21.36	18-24 Months	\$21.19
30-36 Months	\$23.14	24-30 Months	\$22.60
36-42 Months	\$24.92	30-36 Months	\$24.01
42-48 Months	\$26.70	36-42 Months	\$25.43
48-54 Months	\$28.48	42-48 Months	\$26.84
54-60 Months	\$30.26		

The parties agree to reopen the Wage Scale for negotiations related to contract years 2020-2021; 2021-2022; 2022-2023; and 2023-2024.

B. Wage Differentials

- Electrical Masters License—additional \$1.00/hour
- Plumbing Masters License—additional \$1.00/hour
- HVAC Masters License—additional \$1.00/hour
- Pesticide Applicator License and/or Arborist Certification—additional \$0.25/hour
- Field Turf Certification—additional \$0.25/hour
- Foreman Assignment¹— additional eight percent (8%) above base rate of pay

C. Foreman – When the Employer designates a foreman for a respective craft, that person named by the Employer shall be a member of that craft as described in this bargaining unit.

D. Retirement – The employees shall be covered by the Iowa Public Employees Retirement System (IPERS). The rate of contributions is in conformance with the requirements of the system.

¹ As assigned by Director of Facilities or designee. When the Director of Facilities or designee designates a foreman for a respective craft, that person named by the Employer shall be a member of that craft as described in this bargaining unit.

- E. *Safety Boot Reimbursement* – Employees who the employer requires to wear steel-toed safety boots shall be provided with an allowance of up to \$250.00 during a rolling 24-month period for the purchase of steel-toed safety boots. This safety boot allowance is on a proof of purchase basis (original receipts must be submitted for reimbursement). Any amounts over \$250 during the rolling 24-month period shall be paid by the employee. In the event an employee’s steel-toed safety boots are irreparably damaged or destroyed in a workplace accident prior to the expiration of the rolling 24-month period, that employee should contact the Director of Facilities or designee who may, in their discretion, approve a new \$250 safety boot allowance that would start a new rolling 24-month period.

ARTICLE IX: SICK LEAVE

- A. Purpose/Use Requirements – The purpose of sick leave is to prevent any loss of pay to employees who are medically disabled because of an illness or accident, and not capable of performing the duties of their job. Sick leave shall not be abused and excessive use may result in your supervisor requiring a doctor’s excuse for any absence, at any time. Sick leave is not intended to be used for routine doctor and dental appointments. However, employees may use sick leave for a doctor or dental appointment, for which the employee has no control: e.g., dental emergencies or medical testing that can only be scheduled during the normal workday. It is expected that the employees will schedule routine doctor and dental appointments on a Personal day or during non-working time whenever possible.
- B. Accrual – Regular employees shall be allowed sick leave at fifteen (15) working days without loss of pay each new fiscal year. Employees beginning employment subsequent to the beginning of the fiscal year shall be allowed paid sick leave prorated on the base of 15 days for the remainder of the fiscal year. Employees will receive their sick leave amounts on a semi-monthly accrual basis over the course of the fiscal year.
- C. Accumulation – The amount of accumulated sick leave shall be unlimited. All accumulated sick leave is forfeited upon termination of employment. If an employee is unable to report for duty on the first day of the new contract, compensation for sick leave will not be granted under the new contract until the employee does report.
- D. Notification/Use Requirements – An employee must report the intention to be absent from duty to the designated Employer representative by at least one hour before the employee’s regular starting time. If possible, notification should be given on the previous day or earlier. For absences of more than three days, an employee is required to provide the designated Employer representative regular updates regarding such absence and the expected date of employee’s return to duty. If an employee is absent for five or more consecutive days due to an illness, that employee must bring a “return to work” release from his/her doctor. Failure to provide this release may lead to employee being denied benefits. A doctor’s note may be required at any time if abuse is suspected.

CHAPTER 4: GRIEVANCES

ARTICLE X: GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance: A claim made by an employee that there has been a violation of this Agreement.
2. Aggrieved person: The employee making this complaint.
3. Party of interest: Persons making the complaint and any person, including the Employer and the Union, who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Right of Employee to Representation: Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. An aggrieved employee shall be represented at all stages of the grievance process by a Union Representative(s) selected at his/her option. Throughout all steps in the grievance process, the aggrieved employee and Union Representative(s) shall be allowed to attend grievance meetings at a time determined by the Employer, during working hours, without loss of pay.

C. Additional Provisions:

1. It is understood and agreed by the parties that the grievance procedure and the steps outlined in the grievance procedure are the appropriate method of resolving grievances, which may arise during the terms of this agreement. If an employee formally files an alleged violation of this Agreement other than under the grievance procedure, then the Employer shall not be required to process the said claimed set of facts through the grievance procedure.
2. The parties agree that allegations or claims that are within the meaning of violations of the Iowa Civil Rights Act, Iowa Code Chapter 216 et. seq, should not be considered as within the meaning of a grievance and the Employer shall not be required to process a grievance that includes such allegations or claims through the grievance procedure.
3. All meetings and hearings shall be conducted in private and include only witnesses, the parties of interest, and their designated or selected Union Representative(s).
4. A Union Representative shall be allowed to attend, as needed, any step throughout the grievance process. Each respective group will decide who will be their representative(s).

D. Steps in Grievance Procedure:

Step 1 – Department Director or Designee: An aggrieved person's Union

Representative(s), may submit a written grievance to the Department Director or his/her Designee and the Human Resources Director of Classified Staff within fourteen (14) calendar days of the employee's knowledge of an alleged violation of the this Agreement. Failure of an employee to act upon an alleged violation of this Agreement within fourteen (14) calendar days of the employee's knowledge shall act as a bar to any written appeal to any further grievance step. The written grievance form shall state the nature of the grievance, shall note the specific clause(s) in the Agreement allegedly violated, and shall state the remedy requested.

The Department Director or his/her Designee shall schedule a meeting with the aggrieved person (optional) and Union Representative(s) within seven (7) calendar days, of receiving the grievance form with the objective of resolving the matter. The Department Director or his/her Designee shall make a decision on the grievance and communicate it in writing to the Union Representative(s) within fourteen (14) calendar days of the Step 1 meeting date.

Step 2 – Superintendent or Designee: If the grievance is unsettled at Step 1, the aggrieved person's Union Representative(s), may submit the grievance to the Superintendent and his/her Designee within seven (7) calendar days of the Step 1 answer or the date the answer was due. Within seven (7) calendar days of the grievance submission to Step 2, the Superintendent or his/her Designee shall schedule a meeting with the aggrieved person (optional) and Union Representative(s). The Superintendent or his/her Designee shall make a decision on the grievance and communicate it in writing to the aggrieved person's Union Representative(s) within fourteen (14) calendar days of the Step 2 meeting date.

Step 3 – Mediation: If the grievance is unsettled at Step 2, the aggrieved person's Union Representative(s) may request mediation with notification to the Superintendent and his/her Designee within seven (7) calendar days of the Step 2 answer or the date the Step 2 answer was due. The Superintendent or his/her Designee will collaborate with the Union's Representative to set up the Mediation. Mediation may occur with two representatives from the District and two Union Representative(s) and the aggrieved person (optional).

Step 4 – Binding Arbitration: If the grievance is not resolved satisfactorily at Step 3, the aggrieved person's Union Representative(s) may, within fourteen (14) calendar days, request arbitration with notification to the Superintendent and his/her Designee. The arbitration proceeding shall be conducted by an arbitrator mutually selected by the Union and the Employer. If they cannot agree, the Public Employee Relations Board will be asked to supply a list of seven names. The Employer and the Union will alternately strike names. The first party to strike shall be determined by lot. The remaining name shall be the selected arbitrator.

The decision of the arbitrator will be binding on both parties.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, or add to the provision

of the Agreement. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. He/she shall be asked to issue a decision within 30 calendar days after conclusion of testimony and argument.

Expenses for the arbitrator's services shall be borne equally by the Employer and the Union.

E. Grievance Tracking

All grievances filed under Section D above must be submitted by the Maintenance Council to the Director of Human Resources—Classified Staff for assignment and tracking. The Maintenance Council must submit such grievances to the Director of Human Resources—Classified Staff on the same day the grievance is filed.

CHAPTER 5: DURATION

ARTICLE XI: CONTRACT DURATION

This Agreement shall be in full force and effect from July 1, 2019, through June 30, 2024. With the exception of the wage reopener detailed in Article VIII(A), it is agreed that no additional claims or demands will be made by either party hereto during the life of this Agreement.

In the event that any provision of this Agreement shall become void or illegal during the term of this Agreement, either party may request negotiations to replace said term or provision. If voluntary agreement cannot be reached, the parties will engage in mediation, followed, if necessary, by arbitration to resolve the dispute. The parties will cooperate to reduce the time necessary to replace the void/illegal provision. All other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereon, all on the 18th day of June, 2019.

DES MOINES INDEPENDENT SCHOOL
DISTRICT BUILDING TRADES
MAINTENANCE COUNCIL



ANDY ROBERTS,
BUSINESS MANAGER

DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT



CINDY ELBERND
BOARD CHAIR



Thomas Ahart,
Superintendent of Schools