



AGREEMENT

BETWEEN

**BURLINGTON COMMUNITY
SCHOOL DISTRICT**

AND

LOCAL #3490

**AMERICAN FEDERATION OF
STATE, COUNTY**

AND

**MUNICIPAL EMPLOYEES
(AFL-CIO) (CUSTODIANS)**

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2024 – JUNE 30, 2025

ARTICLE I
AGREEMENT

This Agreement is made and entered into this first day of July, 2024 by and between the Burlington Community School District, hereinafter referred to as the Employer, and Local 3490, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of the custodial employees of said District as identified in the Collective Bargaining Agreement.

ARTICLE II
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all personnel as set forth in the bargaining unit definition currently on file with the Iowa Public Employment Relations Board.

ARTICLE III
GRIEVANCE PROCEDURE

1. Purpose

The purpose of this Article is to provide a method of prompt and equitable settlement of employee grievances. The Employer and Union agree that these proceedings shall be as informal and confidential as may be appropriate at any level of the proceedings and agree to attempt to resolve all grievances informally at the lowest possible level.

2. Definition of Grievance

Grievance is a claim by an employee, which alleges a violation of this Agreement has occurred. The grievance shall be presented to the designated supervisor on the form set forth and signed and dated by the Union.

If the last calendar day falls on a Saturday, Sunday, or on a holiday as defined by this contract, the next calendar day will be available to the parties.

Step I (Informal)

The employee with a grievance shall first discuss it with his/her supervisor or designee within seven (7) calendar days after the alleged grievance occurred. The employee may elect to have representation from the Union present if he/she wishes.

Step II (Formal)

If, as a result of the informal discussion with the supervisor or designee at Step I a grievance still exists, the grievant may invoke the formal grievance procedure either individually or through the Union form set forth. A copy of the grievance form shall be delivered to the immediate supervisor or designee within fourteen (14) calendar days from the time of the Step I meeting. The immediate supervisor or designee shall indicate his/her disposition of the grievance within seven (7) calendar days of the presentation of the formal grievance. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the seven (7) calendar day period, the grievance shall be transmitted to Step III.

Step III

The Director of Human Resources or his/her designee shall meet with the aggrieved person and the Union within fourteen (14) calendar days of the receipt of the grievance. The Director of Human Resources or his/her designee shall indicate his/her disposition in writing within seven (7) calendar days of the meeting and shall furnish a copy thereof to the Union. If the grievance still remains unresolved, the employee or Union may appeal the grievance to Step IV (Arbitration) by serving written notice to the Employer within ten (10) work days of receipt of the Step III disposition.

Step IV (Arbitration)

An arbitrator shall be selected by the parties within fourteen (14) calendar days after the arbitration list is received. The parties further agree that the arbitration hearing will be held within one hundred eighty (180) calendar days from the date the arbitrator is selected by the parties.

If the parties fail to select an arbitrator, the Iowa Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to reject two (2) complete panels and to strike two (2) names from the third (3rd) panel. A flip of the coin will determine which party will strike the first (1st) name; the other party shall then strike one (1) name. The process shall be repeated and the remaining person will be the arbitrator.

The arbitrator shall have no authority to add to, subtract from, change, modify or amend any of the provisions of this Agreement.

Only the cost of the arbitrator and expenses of the hearing shall be shared equally by the parties; the costs of the transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost.

ARTICLE IV

SENIORITY

Seniority shall be determined by the number of consecutive years of full time or part time employment in a bargaining unit position under contract from the last date of hire.

Employees laid off or on duly authorized leaves do not lose or gain seniority during such periods. Regular part time employees or employees who are hired during the year shall be entitled to credit for length of service in the same proportion that time regularly worked by such employee bears to the time regularly worked by full time employees or employees hired for the entire school year.

A seniority list shall be posted in all buildings on or before February 1st.

ARTICLE V

HOURS OF WORK

Regular full-time employees are defined as those individuals who work on a regularly assigned schedule for thirty (30) or more hours per week. The consecutive days and hours may not apply to some employees with the understanding their hours must be flexible in order to meet the specific responsibilities of those particular positions.

Regular part-time employees are defined as those who work on a regularly assigned schedule for twenty (20) hours or more but less than thirty (30) per week.

Breaks/Lunch

- Employees scheduled to work more than six (6) hours per day will be provided an unpaid duty free thirty (30) minute lunch period as scheduled by the Supervisor of the Custodians or designee.

- Employees working six (6) or more hours per day shall be provided with (1) scheduled fifteen (15) minute break before noon each working day. Employees shall also be provided with (1) scheduled fifteen minute break after noon each working day.
- All breaks are to be taken during their regularly scheduled times as determined by the building principal/immediate supervisor or designee.

Overtime/Extra Hours

- All work performed in excess of forty (40) hours per week shall be overtime and shall be paid at the rate of time and one-half of the employee’s regular straight time hourly rate.
- Employees who have completed their regular shifts and have left the premises and are later called back to perform additional work shall be given a minimum of two (2) hours of work at their regular straight time rate or, if applicable, overtime rate. This also applies to emergency call backs. Weekly building checks are excluded from this call back language.
- Employees asked to check buildings on their non-duty days shall be paid for their time at the rate of time and one-half.
- Overtime work shall be voluntary for custodial personnel. The District reserves the right to require overtime when emergency situations warrant for these services.
- All voluntary and involuntary overtime will start with the most senior employee and move down the list until the overtime is accepted with the most senior employee of each building will be contacted first.
- If the overtime is not accepted, the least senior employee must accept the overtime.

ARTICLE VI

WAGES

Employees hired after July 1, 2024 shall be hired at a base wage of \$18.76 per hour. The District may grant credit for experience outside of the District to a new employees.

All employees will receive a 3% increase of their base wage for the 2024-2025 school year.

Base Wages for the following classification of employees is as follows:

	Shift 1	Shift 2-3
Base Wage	\$19.09	\$18.76

Method of Payment

1. Pay periods. Each employee shall be paid in twelve (12) equal installments on the 25th day of each month, commencing in September. If the 25th falls on a weekend or holiday, employees will be paid on the last preceding workday before the weekend or holiday.
3. New employees shall be required to participate in the district's direct deposit program.

ARTICLE VII

VACATION SCHEDULE (12 MONTH EMPLOYEES)

When a regular full-time twelve (12) month employee is employed six (6) months or longer, earned vacation will be pro-rated through June 30th of the current year. On July 1st employees will start their second (2nd) year of employment for the purpose of determining vacation entitlement.

When a regular full-time twelve (12) month contracted employee is employed less than six (6) months, earned vacation will be pro-rated through June 30th of the current year. On July 1st employees will start their first (1st) year of employment for the purpose of determining vacation entitlement.

All regular full-time twelve (12) month employees will receive the following vacations:

- During the first (1st) year of employment employees are entitled to five (5) working days' vacation.
- Beginning with the second (2nd) full year of employment and continuing through the sixth (6th) full year of employment, employees are entitled to ten (10) working days' vacation.
- Beginning with the seventh (7th) full year of employment and continuing through the twelfth (12th) full year of employment, employees are entitled to fifteen (15) working days' vacation.
- Beginning with the thirteenth (13th) year of employment and continuing through all future years of full employment with the school district, employees are entitled to twenty (20) working days' vacation.
- Vacation shall be taken no later than the year following the year in which it is accrued

ARTICLE VIII

HOLIDAYS (12 MONTH EMPLOYEES)

Regular full-time twelve (12) month employees are eligible for a total of 16 paid holidays to include the following:

2024-2025 School Year

- July 4th
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- December 24th
- Christmas Day
- December 26th
- December 27th
- December 30th
- December 31st
- New Year's Day
- January 2nd
- January 3rd
- Good Friday
- Memorial Day
- Juneteenth (observed)

Employees scheduled to work days designated as holidays by their department will be granted other days during the current school year as “Floating” holidays. Employees will be responsible for communicating these Floating holidays to their supervisor/manager and the Human Resources Time Management system so they may be properly documented. Three (3) days may be used at floating holidays. Floating holidays may only be taken on days where a substitute is not required.

ARTICLE IX

LEAVES OF ABSENCE

1. Personal Illness or Injury

All full-time and regular part-time employees shall be entitled to allowance of full salary for reason of illness or personal injury not to exceed in the aggregate the following:

202 or fewer Day Schedule - 15 Days per Year

203 to 220 Day Schedule - 17 Days per Year

221 to 12 Month Schedule - 20 Days per Year

Sick leave may accumulate commensurate with the length of the employee's schedule of total days worked.

The Employer may require a doctor's statement confirming an illness. In cases involving worker's compensation, no individual shall receive more in payment during a period of disability than their total current salary.

The Employer may require such reasonable evidence as it may desire confirming the necessity of each absence.

2. Illness in the Family

Up to five (5) days of leave per year shall be granted in the event of a serious illness of a full-time or regular part-time employee's father, mother, brother, sister, child, foster parent, foster child, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, step child, step parent, and may be granted in the case of any other member of the immediate household. The birth of a child can be considered illness in the family insofar as the father is concerned. Therefore, this leave provision can be used by the father so long as the mother is confined to the hospital as a result of pregnancy complications or for the actual birth. An employee may transfer up to five (5) of their own Personal Illness and Injury days to Illness in Family if all days are exhausted. An employee may transfer up to five (5) of their own Personal Illness and Injury days to Illness in Family if all days are exhausted. Under special circumstances, the Superintendent or designee may grant additional days ~~with a maximum of ten (10) days.~~ This will be reviewed on a case by case basis.

3. Emergency Leave

Each regular full-time twelve (12) month employee may be granted three (3) days of emergency leave per year (non-cumulative) with pay, over and above those days included under "Personal Leave." Said leave to be upon the recommendation of the immediate supervisor, with the approval of the Superintendent of Schools or his/her designee. All other regular full-time and regular part-time employees who work less than twelve (12) months may be granted two (2) days emergency leave.

Emergency leave will not be approved because of locally inclement weather, if the schools are open and operating. "Locally" shall be defined as "within a twenty-five (25) mile radius of Burlington."

4. Personal Leave

Upon notification to the principal/immediate supervisor by noon of the preceding day, each regular, full-time employee shall be authorized two (2) days of paid personal leave during each school year. Personal leave shall not be granted the first or the last work day in a school year or on the day prior to or following any vacation, holiday, or recess period except by authorization of the Director of Human Resources.

Employees will be allowed to carry over two personal days each year to a maximum of five (5) days.

5. Death in Family

Up to five (5) days of leave shall be granted to regular full-time and regular part-time employees at any one (1) time for a maximum of ten (10) days per year in the event of the death of an employee's father, mother, brothers, sisters, children, foster parents, foster children, husband, wife, father-in-law, mother-in-law, grandfather, grandmother, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, step children, or step parents and may be granted in the case of any other member of the immediate household.

6. Funeral

To attend a funeral of one other than the family, a maximum up to one (1) day's leave per year may be granted with full pay for all regular full-time employees. If this absence is to be more than a day, it must be recommended by the principal or immediate supervisor and approved by the Director of Human Resources and full deduction will be made. Application for permission to attend the funeral shall be made in advance to the building principal, immediate supervisor, or his/her designee.

Where possible, time off to attend such a funeral shall be minimized to the extent necessary to attend the funeral and services. This leave may be used in hourly increments with the approval of the employee's immediate supervisor.

7. Jury and Legal

Employees called for jury service, or subpoenaed in a civil or criminal court proceeding on a matter related to their employment with the District, shall be permitted to be absent from duties. A copy of the pay received for jury or witness service, except travel expense, shall be remitted to the District. In order to receive payment, the employee must give at least two days' prior notice of the summons for service or subpoena, and must furnish satisfactory evidence that such service was performed on the days for which payment is claimed. An employee not required to perform duty all day shall return to work.

8. Leaves of Absence (Without Pay)

A leave of absence without pay may be granted in case of emergencies, for personal reasons, education or union business. Terms and conditions of each request are reviewed by the Superintendent and/or his/her designee and are based on the merits of each individual case.

9. Family and Medical Leave

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993 and the regulations implementing the Act.

10. Personal Illness or Injury Transfer

When, due to a long-term, life threatening personal or family illness or injury, an employee depletes all available paid leaves, said employee may request a transfer of personal illness and injury leave days from other District employees in the bargaining unit. For the purpose of this paragraph, family is defined as father, mother, husband, wife, brother, sister, child, custodial step child, and custodial grandchild.

Upon receipt of such a request the superintendent or their designee, may authorize other employees to voluntarily donate up to a maximum of two personal illness or injury leave of absence days from their accumulated personal illness or injury leave to the employee who has exhausted his/her leave options. This language shall not, however, establish a permanent, district-wide sick day's bank.

Employees can make one request for donation of personal illness or family illness or injury transfer no more than once every three years. The employee requesting the donated leave may receive up to twenty (20) days to be used as personal or, for the purpose of this paragraph, family illness leave. Upon recuperation from a personal illness or injury, or upon the recuperation or death of a family member, the unused donated days shall be returned to the employee who donated them. Donated days can be used throughout the remainder of the current school year on a first in-first out basis.

In the case of child birth:

-If an employee has less than 20 days of paid leave available, they may request donated days for a maximum of 20 days.

The superintendent or their designee shall make the final decision on all requests that are submitted. The Department of Human Resources shall track the transfer of such leave days from one employee to another, if approved.

To request donated days, you must have worked for the district for at least one calendar year.

The District may require diagnostic evidence to support the request for such additional days.

ARTICLE X

HEALTH AND SAFETY

The District agrees to furnish and maintain in safe working condition all tools and equipment to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the District.

ARTICLE XI

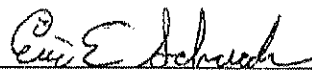
DURATION

This agreement shall be effective as of July 1, 2024 and will remain in effect until midnight, June 30, 2025.

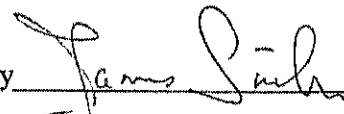
In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents and chief negotiators, and their signature placed thereon, all on the 20th day of June, 2024.

AFSCME Council 61 Local 3490
AFL-CIO (Custodians)

Burlington Community School District

By  _____
President
Local #3490

By  _____
Chief Negotiator
Burlington Community School District

By  _____
Chief Negotiator