



**AGREEMENT**

**BETWEEN**

**BURLINGTON COMMUNITY  
SCHOOL DISTRICT**

**AND**

**AMERICAN FEDERATION OF  
STATE, COUNTY  
AND  
MUNICIPAL EMPLOYEES  
IOWA COUNCIL 61/LOCAL 3671  
(Food Service)**

**COLLECTIVE BARGAINING AGREEMENT**

**JULY 1, 2024 – JUNE 30, 2025**

**ARTICLE I**  
**AGREEMENT**

This Agreement is made and entered into this first day of July, 2022 by and between the Burlington Community School District, hereinafter referred to as the Employer, and Local 3671, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of the food service 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 PERB certification instrument 5253 as issued by the Public Employee 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 Federal Mediation and Conciliation Service 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 (3<sup>rd</sup>) panel. A flip of the coin will determine which party will strike the first (1<sup>st</sup>) 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” refers to an employee’s continuous length of service since the last date of hire. If two or more employees have the same number of years, then the employee who began his/her employment with the District at the earliest calendar date shall be considered the senior employee. In the event two or more employees have the same number of years and the same start date, the person with the earlier date of birth shall have more seniority for the purposes of this handbook.

The seniority of an employee shall terminate if the employee resigns, is terminated, is staff reduced and not recalled within the time limit allowed, or fails to respond to a recall notice within the allowed time.

#### **ARTICLE V**

##### **PHYSICAL EXAMS**

Employees are required to file at the beginning of service a written report of a physical examination certifying the employees are fit to perform the duties assigned on a form provided by the District. The Employer will pay up to thirty-five dollars (\$35.00) toward the costs of the examination not covered by insurance.

## ARTICLE VI

### HOURS OF WORK

Employee hours will be determined by the Supervisor of School Food Service.

Employees who regularly work thirty (30) or more hours per week shall be “regular full-time employees.” Employees who regularly work less than thirty (30) hours per week shall be “regular part-time employees.”

Employees will be paid at the overtime rate of time and one half (1 1/2) for all hours over forty (40) hours in a work week. All overtime must be approved in advance. The employee must have overtime approved by the Supervisor of School Food Service or designee prior to working any overtime.

Employees scheduled to work more than three and one half (3 1/2) hours per day will be provided with one duty free fifteen (15) minute paid rest period as scheduled by the Supervisor of School Food Service or designee.

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 School Food Service 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.
  - Breaks may not be combined with an employee’s thirty (30) minute duty free lunch
  - Breaks may not be combined and taken together
  - Afternoon breaks may not be taken the last fifteen minutes of a work day
- All breaks are to be taken during their regularly scheduled times as determined by the building principal/immediate supervisor or designee.

If school is canceled less than 30 minutes before an employee's start-time, the employee shall be paid for actual hours worked or for two (2) hours, whichever is greater. The Supervisor of School Food Service shall determine the time of cancellation.

**ARTICLE VII**

**WAGES**

Employees hired after July 1, 2024 shall be hired at a base wage of \$13.75 per hour. The District may grant credit for experience outside of the District to new employees.

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

**Method of Payment**

1. Pay periods. Each employee shall be paid 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.
2. New employees shall be required to participate in the district's direct deposit program.

**Wages**

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

	Classification			
	I	II	III	IV
Base Wage	\$15.89	\$14.09	\$13.80	\$13.75

**ARTICLE VIII**

**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.

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. Under special circumstances, the Superintendent or designee may grant additional days. This will be reviewed on a case by case basis.

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

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 working 5.5 hours or more 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 Supervisor of Food Service.

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 IX**

### **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 X**

### **SEPERABILITY**

Should any article, section or clause of this Agreement be declared illegal, then that article, section, or clause should be deleted from this Agreement to the extent that it violates the law, and shall be renegotiated, if legally negotiable. The remaining articles, sections, and clauses shall remain in full force and effect.

**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 Local 3671  
(Food Service)

Burlington Community School District

By   
Union Representative

By   
Chief Negotiator  
Burlington Community School District

By   
Chief Negotiator