

**FOOD AND NUTRITION SERVICE AGREEMENT**

**BETWEEN**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES**

**LOCAL 751**

**AND**

**THE DAVENPORT COMMUNITY**

**SCHOOL DISTRICT**

**JULY 1, 2020 – JUNE 30, 2025**

**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) 445-5950; Email: [woods@j@davenportschools.org](mailto:woods@j@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**

The Agreement is made and entered into by the Davenport Community School District in the counties of Scott and Muscatine, State of Iowa, hereinafter called 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 the Agreement.

## **ARTICLE I**

### **RECOGNITION**

The District recognizes the Union as the exclusive bargaining representative for the unit which includes all full-time and regular part-time school Food and Nutrition Services–Baker I, Baker II, Head Cooks, Cooks, Cooks-in-Charge, Cashiers, Food Service Workers and Van Drivers in the employ of the Davenport Community School District Board of Education, in the Counties of Scott and Muscatine State of Iowa, as determined by Iowa Public Employment Relations Board Case No. 5808, or subsequent alterations or amendments thereto.

But recognition excludes Para Educators, Clerical Staff, Substitutes, Food and Nutrition Services Supervisors, Managers, Secretaries and all others excluded by Section 4 of the Act, as determined by Iowa Public Employment Relations Board in Case No. 5808, or subsequent alterations or amendments thereto.

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, FNS Union Chapter Chairperson, and AFSCME Council 61 Staff Representative a list, via email, of all newly hired FNS employees within five (5) working days of the employee beginning employment.

## **ARTICLE II**

### **VOLUNTARY PAYROLL DEDUCTIONS**

#### **SECTION 1**

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

- A. Credit Union - local
- B. United Way
- C. Annuities
- D. Insurance Programs

- E. Savings Bonds
- F. Section 125
- G. Davenport School District Foundation
- H. Iowa Shares
- I. Community Health Charities of Iowa

## **SECTION 2**

The Union shall indemnify and hold harmless the Davenport Community 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 III**

### **GRIEVANCE PROCEDURE**

#### **SECTION 1 – DEFINITION**

A grievance is a claim by an employee or the Union that there has been a disciplinary action, violation, misapplication or misinterpretation of any provision of this Agreement.

#### **SECTION 2 – PROCEDURE**

**LEVEL ONE** - An attempt shall be made to resolve the alleged grievance in an informal discussion between the grievant and the Food Service Supervisor and/or his/her designated representative. If requested by the allegedly aggrieved employee, the appropriate Steward may participate in this informal discussion. It is understood that any specific complaint must be presented in writing for informal discussion within five (5) working days after the date of the occurrence of the event giving rise to the complaint; or after such event became known to the grievant.

**LEVEL TWO** - Between the aggrieved employee and appropriate Steward and the Food Service Supervisor and/or his/her designated representative.

- A. If the alleged grievance is not resolved informally in accordance with the provision of Level One (1) above, the grievance shall be reduced to writing on the AFSCME Council 61 form and signed by the aggrieved employee and the appropriate Steward within five (5) working days after the above Level 1 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 Food Service Supervisor and/or his/her designated representative shall formally answer the grievance within five (5) working days from the receipt of the grievance.

- B. The Union shall be represented in Level Two of the Grievance Procedure by the Steward. The jurisdiction of the Steward shall be limited to the processing of grievances in the jurisdictional area in which they serve as Stewards.
- C. Any grievance which is not appealed to Level Three within five (5) working days from the receipt of the Food Service Supervisor's and/or his/her designated representative's answer shall be deemed settled on the basis of said Level Two answer.

**LEVEL THREE** - Between a tripartite Committee representing the School District consisting of the Associate Director of Operations, the Director of Human Resources and the Food Service Supervisor and/or their designated representative(s), and the Business Representative of the Union or his/her designated representative, the affected employee(s), and the union steward.

- A. The appropriate School District representative(s) shall meet with the Union Business Representative or his/her designated representative, the affected employee(s), and the union steward within five (5) working days from the date of the appeal to Level Three and formally answer the grievance within five (5) working days after the meeting at which discussion of the grievance was concluded between the parties. This formal answer shall be presented to the Union Business Representative or his/her designated representative, the aggrieved employee, and the union steward.
- B. Any grievance which is not appealed to Level Four within five (5) working days after the receipt of the School District Representative's written answer in Level Three shall be deemed settled on the basis of said answer.

**LEVEL FOUR - ARBITRATION** Grievances alleging a specific violation of this Agreement, and only such grievances, may be submitted to arbitration as provided below:

- A. Should the Union desire to submit a grievance to Level Four (Arbitration), it shall give written notice to the Director of Human Resources or his/her designated representative within ten (10) working days from the receipt of the School District's appropriate representative's answer in Level Three.
- B. Within ten (10) working days from date grievance was appealed to Level Four, the School District's representative and the Union shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period (i.e., ten (10) working days from appeal date), a written request for a list of arbitrators shall be made to the PERB by either party. The requested list shall consist of five (5) arbitrators, and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so and the striking shall continue until one name remains. The person whose name remains shall be the arbitrator. The striking shall be completed within five (5) working days from receipt of the list of arbitrators.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement to the settlement arising hereunder.

The decision of the arbitrator shall be final and binding, shall be reduced to writing and each party shall be furnished a signed copy thereof.

Each party shall bear its own costs, including any lost wages of witnesses or representatives. The expenses of the arbitration proceedings, including the arbitrator's fee and travel expenses, shall be shared equally by the parties.

### **SECTION 3**

Time limits established in any level of the grievance procedure may be extended by mutual agreement between the parties.

### **SECTION 4**

The aggrieved employee may be requested to be present at any level of the grievance procedure when either party deems it necessary.

### **SECTION 5**

The processing of formal grievance 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 Food Service Supervisor, during the regularly scheduled workday, the certified Union representative who is an employee of the District and the affected employee(s) shall be excused from assigned duties and shall be paid regular straight-time hourly rate for that purpose.

## **ARTICLE IV**

### **SENIORITY**

#### **SECTION 1 - DEFINITIONS**

The term "seniority", whenever used in this Agreement, shall mean the relative ranking of employees in the bargaining unit in terms of continuous employment with the District including approved leaves of absence.

#### **SECTION 2 - PROBATIONARY PERIOD**

The first sixty (60) work days of active employment of employees during the employee's last period of employment is a probationary period. Said sixty (60) work day period shall begin on the first work day after the job has been offered by the Food Service Supervisor, or his/her

designee, and the employee has accepted. Any days the employee is absent from work during a regularly scheduled work day, will not count towards the sixty (60) work day probationary period and will extend said period.

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

After a new employee has acquired seniority, the name of the employee and his/her Seniority date shall be placed on the classification list in the building in which he/she is employed at the time of completion of the probationary period.

Upon hire, there shall be no seniority credit for any previous employment within the bargaining unit or other district employment.

### **SECTION 3 - LOSS OF SENIORITY**

Any employee who has acquired seniority shall lose his/her seniority for the following reasons only:

- A. If employee quits, either by (1) notifying the Food Service Supervisor or (2) remaining away from work three (3) consecutive working days or more without a reason satisfactory to the Food Service Supervisor.
- B. If employee is discharged from employment.
- C. If, after a layoff, employee fails to report for work within five (5) working days after being notified in writing at employee's last known address to do so, unless prevented by illness or other reasons satisfactory to the Food Service Supervisor. Employees laid off and desiring to retain seniority rights must keep their address known to the District.
- D. If employee is laid off by the District for a period of time equal to employee's length of service prior to layoff or a period of two (2) years, whichever is the lesser.
- E. If employee is absent for health reasons and is unable to return to work within two (2) years following the expiration of health leave.

## **ARTICLE V**

### **HOURS OF WORK AND OVERTIME**

#### **SECTION 1 - COMPUTATION RECORD**

The established computation period for employees for the purpose of determining hours worked over forty (40) begins at midnight Sunday and extends to midnight the following Sunday during the established school term.



## **SECTION 2 – OVERTIME**

All time worked in excess of eight (8) hours in any one (1) day shall be overtime and shall be paid at the rate of time and one-half of the employee's regular straight-time hourly rate.

## **SECTION 3 - WORK SCHEDULE**

All employees shall be assigned a schedule, which shall have a regular starting and quitting time. However, employees shall work extra hours when assigned to do so. When possible, advance notice will be given. Work schedules showing the employee's workdays and hours shall be posted in each building at all times, except when changed temporarily because of workload or some unanticipated emergency situation(s). Employees whose regular work schedules are being modified for the subsequent school year will be notified by August 15.

Should the District determine it necessary to reduce an employee's hours after the beginning of the employee's work year, the District agrees to give two (2) weeks advance written notice of permanent work schedule changes.

Except in cases of emergency, employees shall not be required to attend DCSD Food and Nutrition employee meetings or participate in clean-up days during the summer, except during the five (5) work day period prior to the first day of classes, each year.

In the event the District elects to move to a four-day, ten-hour workday schedule during the summer months, the Union 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 4 - VOLUNTARY WORK**

Any work after the employee's regular workday for purposes of special affairs, such as banquets, shall be voluntary and paid at the regular rates for the work performed. Voluntary work performed before 5 a.m. and after 5 p.m. will receive a premium of 50 cents per hour.

## **SECTION 5 - REST PERIOD**

The District shall allow a maximum paid period of fifteen (15) minutes for a rest period as nearly as possible in the middle of the shift for employees working a regular schedule of four (4) to five (5) hours in a day. Employees working five and a quarter (5.25) to eight (8) hours per day shall be allowed a maximum of two (2) paid periods, each as close as possible to the middle of the first and second one-half (1/2) of the shift.

**SECTION 6 - TIME RECORDS**

Employees shall be paid for all authorized time worked. All time in excess of regularly scheduled working hours shall be authorized in advance by the Food Service Supervisor and/or his/her designated representative.

**SECTION 7- WEATHER RELATED CLOSURES**

In the event of weather-related school closure, employees whose work schedule commences at least 15 minutes prior to the official District weather related closure media notification shall be provided a minimum of 2 hours of work in the event that they report to work.

**ARTICLE VI**

**LEAVES OF ABSENCE**

**SECTION 1 - DEFINITION**

Day 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 the Article, shall retain and accumulate seniority and shall be returned to the classification 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 with seniority must properly notify the Food Service Supervisor or the Supervisor’s designee for such purposes, wherever possible, and complete the application forms.
- C. Pay received as paid leave, shall not count as hours worked for purposes of computing overtime.
- D. No leaves other than those specified in this Article are permitted.
- E. 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 Resources.
- F. Employee requests for jury service, bereavement, emergency, health, union, and personal business leave are to be submitted to the Food Service Supervisor for approval.

G. Leaves for bereavement, emergency, health, and personal business can be taken in one-hour increments.

### **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 supervisor of receipt of summons for such service.
  2. Furnish his/her immediate supervisor proper evidence of amount of compensation received for such service.
- C. Any employee excused from service during their work schedule shall report to work to fulfill his/her workday. If any employee fails to report for work to fulfill his/her workday, he/she shall be reimbursed only for actual hours lost up to the time he/she was excused.

### **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 Saturday, Sundays and holidays) because of such death, but in no event exceeding five (5) normally scheduled workdays, except in the case of the employee's spouse or (step) child. 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.
- B. Members of the immediate family of the employee shall include only the following: spouse (step) child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or other relatives permanently residing with the employee.

### **SECTION 5 - EMERGENCY LEAVE**

All employees with seniority shall be allowed a total of two (2) 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 or disaster. Such leave days shall not be cumulative from year to year.

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 or on non-school days
- Absences to accommodate, further or promote the employee's non-school related activities or the career of the employee's spouse

## **SECTION 6 - EXTENDED LEAVES OF ABSENCE WITHOUT PAY**

- A. Leaves of absence without pay for limited periods of one or two semesters may be granted in the discretion of the District for a reasonable purpose upon application of the employee and approval of the Director of Human Resource Services. Leaves of absence for the first semester should be applied for by July 1, or as soon as possible thereafter.
- B. While on an extended leave under this Section, the employee's interest in retirement funds, accumulated sick leave and placement on the wage schedule shall be frozen. No additional benefits will be provided by the District during this type of leave. However, the employee may purchase insurance programs available to other employees.
- C. Employees on such extended leaves of absence are not eligible to draw any compensation or accumulated health benefit.
- D. Seniority shall be retained, but not accumulated, during this type of leave up to the length of the approved leave.

## **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 each 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, 1998 and thereafter shall be limited to a maximum accumulation of one hundred eighty (180) days. It is understood that the term, "a day," refers to absence from a scheduled day's work, whether part time or full time. Further, a change in an employee's scheduled hours of work shall not affect the number of such health leave days accumulated and credited.
- B. In order to be eligible for health leave allowance, the employee shall notify his/her immediate supervisor as soon as possible regarding the illness. Upon request, the employee shall provide a physician's statement, or such other evidence as may be required, confirming the necessity of such absence and stating the employee was too ill to perform his/her work responsibilities.

A physician's statement may be required as evidence of the employee's ability to resume employment after a confining or disabling illness.

- 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 school term will 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. Every attempt shall be made by the employee to schedule medical and personal appointments at times when the least, if any, amount of time away from work is required.
- H. Employees may elect to supplement workers compensation benefits with accrued health leave in one (1) hour increments as necessary to restore daily compensation.

#### **SECTION 8 - UNION LEAVE WITHOUT PAY**

Election or appointment to office in or as a delegate representing the Union which required either temporary or full-time leave shall be allowed without pay. Such leave shall be limited to two (2) employees at the same time and shall be subject to two (2) weeks prior written notice to the Food Service Supervisor.

#### **SECTION 9 - TEMPORARY LEAVES OF ABSENCE WITHOUT PAY**

Temporary leaves of absence without pay may be granted for periods of up to four (4) months at the discretion of the District upon application of the employee and approval of the Supervisor of Food Service and the Director of Human Resource Services.

#### **SECTION 10 - PERSONAL LEAVE**

Each employee will be allowed one (1) day leave without loss of pay each school year for personal reasons. Employees shall be allowed to carry over one personal day per year, but in no event shall have greater than 2 personal days available at one time. Employees need not provide the specific reason for utilizing personal leave. The employee must submit the leave form for approval to the Supervisor of Food Services, or his/her designee, no later than five (5) working days before the day requested and provided further that no such day is taken before or after any holiday or recess period, or during the first or last week of the school year. The number of employees on personal leave for any one given day shall be limited to five (5) bargaining unit employees. An employee with greater seniority will be given preference only if their leave request is submitted 30 calendar days or more before the leave is scheduled to begin; otherwise requests will be granted on a first-come first served basis. Personal leave

days shall be allowed to be used for emergency leave, provided all emergency leave has been exhausted, and the use is consistent with the provisions outlined in Section 5 of this Article.

### **SECTION 11 – FAMILY AND MEDICAL LEAVE ACT**

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.

### **SECTION 12 – SNOW DAYS**

Snow days for employees with 240 scheduled work days or more cannot be made up as with traditional calendar staff. If an employee who is scheduled to work 240 work days or more is unable to report for work on a snow day, he/she must call in and request emergency leave, vacation leave, or leave without pay (Form 571). All other employees (less than 240 scheduled work days) should not report for duty.

### **SECTION 13 - 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.

## **ARTICLE VII**

### **PARTICIPATION IN SECTION 125 PLAN**

The Board will provide employees the opportunity to participate in a Section 125 Plan with inclusion of provisions for:

- Dependent Care
- Unreimbursed Medical Expenses
- Cost of Insurance

## **ARTICLE VIII**

### **HOLIDAYS AND VACATIONS**

#### **SECTION 1**

The District shall recognize the following holidays:

Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Winter Holidays (2)  
New Year's Eve Day  
New Year's Day  
Martin Luther King Day  
Spring Holiday (1)  
Memorial Day  
July 4

#### **SECTION 2**

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

- A. If they are temporary or probationary employees.
- B. Employees not working due to lack of work or suspension or discharge.
- C. Holidays occurring during an employee's leave of absence.
- D. Employees who refuse or fail to report for work on such holidays when requested by the Food Service Supervisor.
- E. Employees who are absent on the scheduled workday preceding the holiday or are absent the scheduled workday following the holiday, unless they have a reason satisfactory to the Director of Human Resources.
- F. Eligible employees will receive holiday pay computed as though they had worked their customary hours at their regular straight-time hourly rate. Effective July 1, 2007, employees with seniority who are scheduled to work 235 days or more per year which includes holidays or for employees with seniority who will have a combination of 235 or more scheduled work days and actual work days per year which includes holidays, will receive 12 holidays as designated in section 1. Only work duties regularly recurring

consistently on a year by year basis are considered for purposes of the actual work day count.

Employees hired July 1, 1993 or after are eligible for holiday pay as follows:

Effective July 1, 2007, employees with seniority who are scheduled to work 235 days or more per year which includes holidays or for employees with seniority who will have a combination of 235 or more scheduled work days and actual work days per year which includes holidays, will receive 12 holidays as designated in section 1. Only work duties regularly recurring consistently on a year by year basis are considered for purposes of the actual work day count.

Employees who are scheduled to work 30 hours or more in one week will receive eleven or twelve holidays as designated above.

Employees who are scheduled to work 20 to 29.75 hours in one week will receive four (4) holidays – one (1) Winter, one (1) Spring, Memorial Day, and Veterans Day.

Employees who are scheduled to work less than 20 hours in one week and who have completed one full year of employment will receive four (4) holidays – one (1) Winter, one (1) Spring, Memorial Day, and Veterans Day. Employees who are scheduled to work less than 20 hours in one week and who have completed one full year of employment prior to July 1, 2005 will receive the full complement of four (4) holidays. Employees who are scheduled to work less than 20 hours in one week and who were hired on or after July 1, 2004 will receive the holidays set forth in this paragraph which occur after they have completed one full year of employment.

Employees working the Summer Food and Nutrition Program shall receive the July 4<sup>th</sup> holiday, regardless of the number of hours they are scheduled to work in a week.

### **SECTION 3**

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

### **SECTION 4**

Holiday hours shall not be considered as time worked in computing overtime.

### **SECTION 5**

Employees with one (1) to five (5) years of continuous service as Davenport Food Service employees shall become eligible to accrue one (1) weeks' paid vacation, five (5) days. Employees with six (6) or more years with the District will be eligible to accrue ten (10) days paid vacation.



- A. Time off for vacation shall be taken and paid one-fourth winter break, one-fourth spring break, and one-half during the summer when school is not in session.
- B. Employees shall be paid for vacation based upon their scheduled hours and hourly rate in effect as of the last working day prior to the vacation pay out.
- C. Employees hired July 1, 1993 or after are not eligible for vacation pay. Effective July 1, 2007, employees with seniority who are scheduled to work 235 through 239 days per year which includes holidays or for employees with seniority who will have a combination of 235 through 239 scheduled work days and actual work days per year which includes holidays will receive vacation as set forth in schedule A immediately below. Also however, effective July 1, 2007, employees with seniority who are scheduled to work 240 days or more per year which includes holidays or for employees with seniority who will have a combination of 240 or more scheduled work days and actual work days per year which includes holidays will receive vacation as set forth in Schedule B immediately below. They will schedule their vacation at any time during the calendar year with the approval of the Food and Nutrition Service Supervisor, or his/her designee. Only work duties regularly recurring on a yearly basis are considered for purposes of the actual work day count in Letter C.

**SCHEDULE A**

**SCHEDULE B**

|               |         |                  |         |
|---------------|---------|------------------|---------|
| 1-5 years     | 1 week  | 1-5 years        | 1 week  |
| 6 or more yrs | 2 weeks | 6-10 years       | 2 weeks |
|               |         | 11 or more years | 3 weeks |

Years noted are years of service as Davenport Food Service employees. Eligible employees shall receive the amount of vacation noted effective upon their anniversary date.

- D. Leave for vacation should be planned in advance. A minimum notice of five (5) scheduled work days (at start of work shift) must be given for vacation leave of two (2) days or more. A minimum notice of twenty-four (24) hours (at start of work shift) must be given for vacation leave of less than two (2) days (with the exception of approval for employees with 240 scheduled work days or more who choose to use vacation leave on snow days). Requests for leave are to be given to the site manager for scheduling purposes and will be approved based on operational and building needs. In school or individual meal site locations with five (5) or less bargaining unit employees, vacation approvals are limited to one (1) bargaining unit employee each day during both the summer and the regular school year. In school or individual meal site locations with six (6) or more bargaining unit employees, vacation approvals are limited to two (2) bargaining unit employees each day during both the summer and the regular school year. The supervisor may approve additional requests based on operational and

building needs. Vacation leave will be limited during the month of August due to operational and building needs.

Employees with seniority scheduled to work 235 days or more per work year will be allowed to be paid for vacation leave by using vacation on their non-scheduled work days.

Vacation leave requests submitted with less than the advance notice required above will be approved by the supervisor or designee on an individual basis and approved in consideration of the workload needs of the school or individual meal site affected by the request.

## **ARTICLE IX**

### **WAGES**

#### **SECTION 1**

The schedule of wage rates set forth in Exhibit A attached hereto and made a part hereof shall be effective during the life of this Agreement. The schedule of extra pay for certification set forth in Exhibit A attached hereto and made a part hereof shall be effective during the life of this Agreement. Appropriate certification is optional for all employees.

#### **SECTION 2**

- A. When it becomes necessary to temporarily transfer an hourly rated employee to a higher job classification for 50% or more of the daily work schedule of the higher job classification position, the employee shall be paid his/her regularly established hourly rate or the established hourly rate of the job classification to which he/she is temporarily transferred, whichever is greater. In addition, when an employee is temporarily transferred to a higher job classification to fill in for an employee who is on an extended leave of absence, that temporarily transferred employee will immediately be paid the established hourly rate of the higher job classification to which he/she is temporarily transferred.
- B. When an hourly rated employee is permanently transferred to another job classification for any reason, such an employee shall be paid the established rate for the job classification to which he/she has been transferred.
- C. Payment for services under A and B will be retroactive and paid bi-weekly.

### **SECTION 3 - PAY DAY**

Cafeteria employees shall be paid on a biweekly basis; Food Service payrolls terminate on alternate Fridays and wages for services rendered are paid on the following Friday. Pay day may also be temporarily changed when an emergency develops which is beyond the control of the District. All pay checks shall be distributed during regular working hours on the established pay day.

### **SECTION 4**

- A. When a physical, psychiatric/psychological, 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.

## **ARTICLE X**

### **HEALTH AND SAFETY MATTERS**

#### **SECTION 1 - FACILITIES**

The employer shall provide and maintain a safe and healthy place of employment. All employees shall endeavor in the course of performing the contracted duties associated with their employment to be alert to unsafe and unhealthy practices, equipment or conditions and to report any such unsafe or unhealthy practices, equipment or conditions to their immediate supervisor.

#### **SECTION 2 - PROTECTIVE DEVICES**

Such special clothing, equipment and devices as may be required by the employer for the employee to perform assigned duties in a safe manner shall be provided without charge to the employee.

## **ARTICLE XI**

### **IN-SERVICE TRAINING**

The District will provide in-service training for employees to acquire knowledge or skills required to maintain his/her current job classification. Employees will be in pay status for this training.

## **ARTICLE XII**

### **EMPLOYEE HANDBOOK**

Newly hired DCSD Food and Nutrition employees shall be furnished a copy of the DCSD Food and Nutrition Employee Handbook prior to commencing duties. All employees shall be furnished any revised or additional pages any time that changes are made thereto.

## **ARTICLE XIII**

### **SUMMER FOOD AND NUTRITION SERVICES PROGRAM**

#### **SECTION 1 - VACATION**

Paid vacation received pursuant Article 8, Section 5 may be used. Summer Food and Nutrition Services program actual days of work and scheduled work days shall count for purposes of benefit eligibility. Employees working in the Summer Feeding Program may apply for unpaid summer vacation under the following conditions:

- No more than five (5) days consecutively will be allowed
- Vacation can't be taken during the first week of the program
- No more than five (5) employees will be allowed vacation in any week
- Employees are eligible if they were a regular summer employee the preceding summer
- Employees attending training courses do not qualify for vacation time
- Application for summer vacation time off must be applied for between March 1 and April 30, inclusive
- Vacation will be granted based upon department seniority

#### **SECTION 2 - HEALTH LEAVE**

No additional health leave shall be accrued, but existing accruals may be used if necessary.

**SECTION 3 - SUBSTITUTES**

Regular school year employees may voluntarily be used as substitutes when necessary. They will receive pay according to the regular scale for the job being performed.

**SECTION 4 - LEAVES OF ABSENCE**

Requests will be handled according to the labor agreement.

**ARTICLE XIV**

**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 XV**

**DURATION AND EFFECT OF AGREEMENT**

**SECTION 1 - DURATION**

This Agreement shall be effective as of July 1, 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR DAVENPORT COMMUNITY SCHOOL  
DISTRICT BOARD OF EDUCATION**

\_\_\_\_\_  
\_\_\_\_\_

**FOR LOCAL NO. 751**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**DAVENPORT COMMUNITY SCHOOL DISTRICT**

**FOOD SERVICE EMPLOYEES**

HOURLY RATED JOB CLASSIFICATIONS

| <b>Classification</b>                    | <b>2022-23</b>     | <b>2023-24</b>     | <b>2024-25</b>     |
|--|--------------------|--------------------|--------------------|
| Head Cook                                | \$15.03<br>\$14.74 | \$15.56<br>\$15.27 | \$16.46            |
| Baker II                                 | \$15.03            | \$15.56            | \$16.46            |
| Cook<br>High School<br>Intermediate      | \$14.46            | \$14.99<br>\$14.71 | \$15.89<br>\$15.61 |
| Cashier I                                | \$13.83            | \$14.36            | \$15.26            |
| Cashier II                               | \$13.99            | \$14.52            | \$15.42            |
| Cashier III                              | \$14.17            | \$14.70            | \$15.60            |
| Food Service Worker                      | \$13.63            | \$14.16            | \$15.06            |
| Van Driver                               | \$15.67            | \$16.20            | \$17.80            |
| Level I                                  | \$0.51             | \$0.51             | \$0.51             |
| Level II                                 | \$1.01             | \$1.01             | \$1.01             |
| <b>Longevity for continuous service:</b> |                    |                    |                    |
| YEAR 10                                  | \$0.31             |                    |                    |
| YEAR 20                                  | \$0.41             |                    |                    |
| YEAR 30                                  | \$0.51             |                    |                    |

MEMORANDUM OF UNDERSTANDING

In order to resolve the grievance filed by AFSCME Local 751, dated November 26, 2007, the parties, AFSCME Local 751, Food and Nutrition Service, and the Davenport Community School District, hereby agree as follows:

1. Eligible employees earn annual vacation leave from the first day of employment. The amount of vacation accrued annually (the annual allotment) is dependent upon an employee's years of service as stipulated in the collective bargaining unit agreement. Vacation is earned and accrued by eligible employees on a monthly basis at a rate of 1/12 of the annual rate. The annual amount is calculated based on scheduled work hours per day and the combination of scheduled and actual work days per year which includes holidays.
2. Employees may request their vacation leave, at any time during the calendar year. Vacation scheduling is subject to the approval of the Food and Nutrition Service Supervisor, or his/her designee. Vacation leave is available to use only after the applicable probationary period and after it has been earned and accrued. Employees may accrue vacation time not to exceed one and one-half times the maximum annual allotment the employee is eligible to receive.
3. Vacation anniversary date is the employee's date of hire or seniority date within the bargaining unit.
4. Vacation accrual increases based on length of service will begin one year prior to the anniversary date that the employee will become eligible for the next level of vacation accrual according to the applicable schedule as set forth in Article 8, Section 5, Letter C, of the parties Food and Nutrition Service collective bargaining agreement as set forth below:

Schedule A

|                 |         |
|-----------------|---------|
| 1-5 years       | 1 week  |
| 6 or more years | 2 weeks |

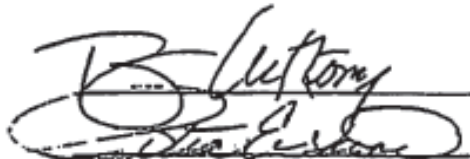
Schedule B

|                  |         |
|------------------|---------|
| 1-5 years        | 1 week  |
| 6-10 years       | 2 weeks |
| 11 or more years | 3 weeks |

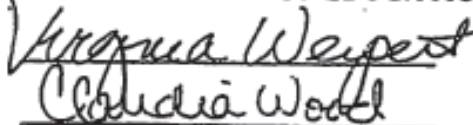
4. This agreement shall be effective upon completion of the necessary signatures. It shall become part of the collective bargaining unit agreement between the parties and all successive collective bargaining unit agreements between the parties, unless specifically negotiated to the contrary by the parties.

A copy of this agreement shall be attached to all successive collective bargaining unit agreement between the parties unless specifically negotiated to the contrary between the parties.

FOR LOCAL NO. 751



FOR DAVENPORT COMMUNITY SCHOOL  
DISTRICT BOARD OF EDUCATION



Dated this 27 of March, 2008



## Memorandum of Understanding Differentiated Compensation

The Davenport Community School District (the “District”) and AFSCME (the “Association”) share a strong commitment to the mutual goal of attracting and retaining staff in our elementary and middle schools that are designated as comprehensive schools. The District and the Association agree that one of the best ways to reward and incentivize staff is through the differentiated compensation strategy.

The District and the Association agree to the following terms:

### Eligible Schools

Jefferson, Madison, Smart and Williams

### Eligibility Requirements

FNS staff who **work full-time** (6 hours or more per day) in their position and **100% of the time** in the assigned comprehensive school building will receive an incentive in the amount of **\$1,000**.

FNS staff who **work less than full-time** (less than 6 hours per day) in their position and/or **less than 100%** of the time in the assigned comprehensive school building will receive an incentive in the amount of **\$750**.

The FNS employee must be in “good standing.” “Good standing” means that there are no founded complaints or disciplinary actions submitted to their personnel file.

The employee must demonstrate regular attendance and must not exceed annual state individual health leave allotted days during the school year (10-15 days based on consecutive years of employment with DCSD). The following leave types will be held harmless, *military leave and FMLA*. Chronically absent employees will not be eligible for the differentiated compensation incentive.

To receive the incentive, the employee must be an employee in an eligible position. The employee who leaves the district and/or the incentive eligible position will be deemed ineligible for payment and/or will be required to reimburse the district the amount in which they have received through the incentive.

### Payment Guidelines

1. The incentive payments will be broken out into four quarterly payments.
2. The FNS employee must have worked a minimum of ½ the quarter to receive payment.
3. In order for new hires or bidders to receive the quarterly incentive payment, they must be hired into the identified building by the following dates:
  - a. 1st Quarter: October 8th
  - b. 2nd Quarter: December 19th
  - c. 3rd Quarter: March 11th
  - d. 4th Quarter: May 12th
4. When an employee resigns within the year, they will not receive any further payment.

This agreement shall be for the 2024-25 and 2025-26 school years. The parties may mutually agree to extend or modify this agreement at any time.

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**For the Association**

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**Date**

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**For the District**

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**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 (30) days of the effective date of the applicable legislation, for purposes of negotiating implementation of the union security provisions.