MASTER CONTRACT

between

PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 199

July 1, 2018 to June 30, 2023

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ARTICLE I
RECOGNITION & DEFINITION

1.1 Recognition

The employer recognizes the Service Employees International Union, Local #199 as the certified, exclusive sole collective bargaining representative of all employees described by and recertified and ordered by the Public Employment Relations Board on the 7th day of November, 2017. The unit described in the above certification is as follows:

INCLUDED: All custodians.
EXCLUDED: All those in Section 4 of the Act and substitute custodians.

The reference to said Act being Chapter 20, Revised Statutes, State of Iowa (2018), hereinafter styled "the Act".

1.2 Definition

A. The term "Employer" shall mean the Pleasant Valley School District or when specified hereinafter, it's Board of Education or other representatives or agents.

B. The term "Employee" shall mean those employees specified and described in Section 1.1 above.

C. The term "Union" shall mean the Service Employees International Union, Local #199, or when specified hereinafter, its duly authorized representatives or agents.

ARTICLE II
GRIEVANCE PROCEDURE

2.1 Definition

A "grievance" is a claim by an employee or the Union that there has been a violation, misapplication, or misinterpretation of any provisions of this agreement.

2.2 Grievant

A "grievant" is the person filing the grievance.

2.3 Grievance Processing

It is agreed that any investigation or other handling or processing of any grievance by the grieving custodian shall be conducted so as to result in no interference with or interruption of the work activities of the grieving custodian or of the custodial staff unless express consent from the employee's immediate supervisor or designee is first received.

2.4 Representation

The grievant may be represented at all levels of the grievance procedure. The immediate supervisor and/or the Superintendent also have the right to representation at all levels of the grievance procedure.

2.5 Procedure

Any grievance shall be processed in the following manner:

Level I The grievant shall attempt to resolve the grievance informally, within twenty-one (21) calendar days of its occurrence by informal discussion with the appropriate immediate supervisor. The immediate supervisor will respond orally to the grievant within five (5) working days after discussion of the grievance.

Level II If, after discussion with the grievant's immediate supervisor at Level I, the grievance is not settled and the grievant wishes to appeal the grievance to Level II, the grievant will reduce the grievance to writing and submit it to the appropriate supervisor within five (5) working days after receipt of the immediate supervisor's oral or written answer. The written grievance shall contain a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought. The supervisor shall provide a written answer to the grievant within five (5) working days after receipt of the written grievance.

Level III If the grievance is not settled at Level II and the grievant wishes to appeal the grievance to Level III, the written grievance shall be submitted to the Superintendent or the Superintendent's designee within five (5) working days after receipt of the supervisor's written answer. The Superintendent or the Superintendent's designee will meet with the grievant and the Union representative within fifteen (15) working days after receipt of the grievance. The Superintendent or the Superintendent's designee will provide a written answer to the grievance within five (5) working days of such meeting.

Level IV Grievances not settled at Level III of the grievance procedure may be appealed to the School Board by the Union by written notice of the request for a Board hearing, submitted to the Superintendent or the Superintendent's designee within ten (10) working days of receipt of the Superintendent's answer in Level III.

The Board shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion. The Board shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. A decision of the Board shall, within the scope of the Board's authority, be final and binding upon the parties. Upon mutual agreement of the Employer and the Union, grievances involving similar facts, issues and contract provisions will be consolidated for hearing and determination. Any expenses shall be paid by the party incurring them.

2.6 Appeal

The failure of any employee to appeal a grievance to the next level within the time limits specified above shall bar further appeal, provided, however, the failure of the Employer's specified representative to answer a grievance within applicable time limits shall constitute a denial and permit appeal to the next level, and provided further, any such time limits may be extended by mutual agreement.

2.7 Presentation

All grievances at Levels I, II, and III shall be presented, discussed and processed on employees' non-working time unless express permission is received from the employee's immediate supervisor prior to the meeting.

ARTICLE III
TERMS OF EMPLOYMENT

3.1 Work Year

3.11 The work year for twelve-month employees shall be July 1 to June 30, inclusive.

3.12 The work year for ten-month employees shall be approximately August 15 to June 15 (according to the school calendar).

3.2 Hours of Employment

Forty hours shall constitute a week's work for full time employees. A normal workday during the school year (when students are in session) will be eight hours per day for employees. Overtime will be paid at one and one-half times for any hours worked over 40 hours per week.

3.3 Pay Plan

The beginning rate for a new employee will be the initial step in the established range for the class in which the employee is employed.

All employees will become eligible for annual pay increment as set forth in the pay plan schedule on July 1 of each year. However, such increments will not be awarded on an automatic basis, but shall be contingent upon favorable service reports of supervisory personnel.

All custodians shall be paid semi-monthly on the fifteenth and the last day of the month. The pay date will be the last day of the month for the pay period from the first through the fifteenth of the month and the fifteenth of the month for the pay period from the sixteenth through the end of the month. When a pay date falls on a district recognized holiday or weekend, custodian's paychecks shall be issued on the last previous banking day. Any variations to this will be communicated to custodians in a reasonable time period prior to the applicable pay date.

All newly hired employees of the District are required to receive their pay by direct deposit. Existing employees are encouraged to receive their pay by direct deposit. Once an employee begins receiving his/her pay by direct deposit, he/she may not reverse it back to a physical paycheck. Direct Deposit payroll services will be administered according to the terms and conditions set forth below:

1. Responsibilities of the District. The District agrees to provide direct deposit services subject to: 1) the capability of the District's payroll and financial accounting systems; 2) the terms and conditions set forth by the provider of direct deposit services to be selected by the District; and 3) the terms and conditions of this agreement as expressly provided unless agreed otherwise by the parties. The District reserves the right to amend or terminate this agreement with thirty (30) days notice to the employees if the District can no longer perform direct deposit payroll services due to circumstances beyond the District's control.

2. Responsibilities of the Custodian Employees. The employees agree to abide by the terms and conditions of this agreement as expressly provided unless otherwise agreed to by the parties.

Direct Deposit authorizations will be processed throughout the year. Accurate and complete authorization forms must be submitted to the business office at the Belmont Administration Center by the payroll cutoff dates of the fifteenth (15th) and the last day of the month in order for the direct deposit to take effect for that pay period's paycheck. If the fifteenth (15th) or the last day of the month falls on a weekend or holiday in which the Belmont Administration Center is closed, the payroll cutoff date shall fall on the previous Belmont Administration Center working day.

Employees with direct deposit will receive their direct deposit advices through district e-mail. Employees may also have their direct deposit advices sent to two additional e-mail addresses. **Employees are responsible for updating new e-mail addresses with the Business Office.** Any employees that do not have a district e-mail address and that do not provide any other e-mail addresses to the Business Office may pick up their direct deposit advice at the Belmont Administration Center for one week after the payroll date. Any direct deposit advices not picked up by that time by the employee will be shredded.

3.4 Probationary Period

3.41 All appointments to regular positions shall be on a probationary basis.

3.42 Probationary appointees will be paid for any holidays which occur during the probationary period.

3.43 Upon satisfactory completion of the probationary period, the appointee shall become a regular employee commencing with the sixtieth (60th) workday following appointment, subject to approval. The sixty (60) day probationary period may be waived in whole or in part by the Superintendent or his/her designee to reflect past work performance.

3.44 Seniority benefits shall be made effective with the first day of employment. Seniority benefits will apply to all employees. Vacation benefits apply only to twelve (12) month employees.

3.5 Personnel Files

Employees shall have the right to review and reproduce the contents of their personnel file. An employee's personnel file shall be available for the employee's inspection. A representative of the Union, at the employee's request, may accompany the employee in this review. The employee shall have the right to

respond to all materials contained in his/her file, which responses shall become a part of his/her file.

ARTICLE IV
HEALTH AND SAFETY

4.1 Protective Clothing

The district shall furnish special protective clothing and safety devices which have special limited use such as rubber aprons and safety goggles, when such special protective clothing and safety devices are specifically required by the district or by law. The individual employee is responsible for each item of clothing and each device as set out above, and no replacement will be furnished by the district except for the return of such an item made unusable by being worn out only through the use for which it was required.

4.2 Physical Examinations

The district, as a condition of continuing employment, may require at any time reasonable evidence of the ability to perform assigned duties and freedom from communicable diseases. The full cost of such examination(s) will be paid by the district.

ARTICLE V
WAGES

5.1 Wages

5.11 Wages will be paid as shown in Exhibit A.

5.12 Additional Provision for Payment of Custodians

5.121 The second shift increment will be paid for the full shift when the scheduled hours end at or later than 5:30 P.M.

5.122 The third shift increment will be paid for the full shift when the scheduled hours end at or later than 11:30 P.M.

5.123 The additional evening increment will be paid for vacations, holidays and leaves if it was earned during the regular school year.

5.13 Work performed by a regular employee in a higher classification than the employee's contracted classification shall be compensated at the higher classification pay rate after five consecutive days worked in the same position in the higher classification.

ARTICLE VI
DEDUCTIONS

6.1 Payroll Deductions

Payments of annuities, insurance, Pleasant Valley Educational Foundation, Community Foundation of the Great River Bend endowments, Community Health Charities of Iowa, United Way and any other plans or programs jointly approved by the Union and the Board may be deducted from employee salaries/wages provided that a proper authorization is filed with the Business Office. New applications and changes for all payroll deductions with the exception of Community Health Charities of Iowa and United Way will be processed throughout the year. New applications and changes for Community Health Charities of Iowa and United Way will be processed only one time per year with the withholding to begin with the January payroll. Accurate and complete authorization forms for annuities and insurance and credit unions must be submitted to the Business Office at the Belmont Administration Center by the first (1st) day of the month in order for the deduction(s) to take effect for the paycheck on the fifteenth (15th) of that month. Authorization forms not received by the first (1st) day of the month will not take effect until the following month's paychecks. If the first (1st) falls on a weekend or holiday in which the Belmont Administration Center is closed, the cutoff date shall fall on the previous Belmont Administration Center working day.

6.2 Liability and Errors

Any errors regarding deductions shall be immediately reported by an employee to the Payroll Department.

ARTICLE VII
LEAVE PROVISIONS

7.1 Employee Leave

Note: An employee must work at least one full contract day in each new contract year in order to be credited with the new allocation of leaves for that contract year.

7.11 Personal Illness – At the beginning of each contracted year of service, a total of fifteen (15) days (18 days for twelve-month employees), equal to their normal workday, of current personal sick leave allowance shall be credited to each employee's record. Unused personal sick leave shall accumulate. Personal sick leave may be taken in one-fourth (1/4) day increments. An employee must, per request, present reasonable evidence of his/her illness.

7.12 Personal Leave – At the beginning of each contracted year of service, a total of two (2) days, equal to their normal workday, of personal leave allowance shall be credited to each employee's record. Unused personal leave shall not accumulate. Personal leave shall be defined as absence from work for personal reasons. Forms for personal leave, provided by the school district, should be submitted to the supervisor one week in advance of the day of the leave. In case of emergency, the one week notice may be waived. Personal leave may be taken in one-fourth (1/4) day increments. Personal leave is to be used for legitimate reasons, not for a day off or to extend vacations or weekends which are three or more days in length, and not for use in employment in another job, either for another person or self-employment. Personal leave will not be granted immediately before or after vacation periods, weekends which are three or more days in length or during the first or last week of school, except as noted in the next paragraph.

Exceptions to using personal leave to extend vacation periods, weekends which are three or more days in length or during the first or last week of school may be given consideration upon the superintendent receiving a written request stating the reason for the personal leave. The final decision for granting such a request will be at the superintendent's discretion. No more than 15% of a classified employee group will be allowed personal leave on the same date, except in case of emergency.

While personal leave does not accumulate, in the instance of an extraordinary circumstance, the employee may send the Superintendent a letter which outlines what their two personal days were used for, along with a description of the extraordinary circumstance causing the current

request. The Superintendent may grant the day of leave if the employee did not use all of their personal leave across the last two years or if the employee is willing to decrease the number of allocated personal leave days for the upcoming year by the same amount that the current leave request seeks.

The Board has the right to require reasons if there are suspected abuses of the aforementioned; failure of the employee to provide a satisfactory reason will result in the denial of the personal day.

7.2 Family Leave

7.21 Critical Illness or Death - Immediate Family - At the beginning of each contracted year of service, a total of nine (9) days per year, equal to their normal workday, of "Critical Illness or Death – Immediate Family" leave shall be credited to each employee's record. Immediate family shall include the parents, grandparents, grandchildren, siblings, spouse, and children by blood, marriage, adoption and foster relationship. Leave for this cause shall be non-accumulative. This leave may be taken in one-fourth (1/4) day increments.

7.22 Non-Critical Illness - Immediate Family and Critical Illness or Death – Non-Immediate Family - At the beginning of each contracted year of service, a total of six (6) days total per year shall be credited to each employee's record for non-critical illness in the immediate family and/or critical illness or death in the non-immediate family. Unused leave of this type shall not accumulate. Non-immediate family shall include aunts, uncles, cousins, nephews, and nieces by blood, marriage, or adoption. With Superintendent approval, it may also include unrelated long-term household members. These leaves may be taken in one-fourth (1/4) day increments.

7.23 A parent of a newly born infant or adopted child shall receive an unpaid leave of absence subject to the terms and conditions of The Family and Medical Leave Act of 1993.

7.24 Unpaid emergency leave will be granted subject to the terms and conditions of this contract article and The Family and Medical Leave Act of 1993.

7.25 Adoption/Surrogacy Leave – The District will grant up to thirty (30) paid Superintendent's discretionary leave days (but in no case more than six (6) total calendar weeks paid leave) if the employee is the primary care giver for the adoptive/surrogate newborn through pre-school age child.

These days must be continuous with the exception that five (5) such days may be used for the adoption/surrogacy process. These days must also be contiguous to the actual adoption/surrogacy. That is, if the adoption/surrogacy occurs while school is not in session, no paid leave will be granted if six weeks has passed from adoption/surrogacy to the start of contracted duties.

The adoption/surrogacy leave bank will be made up of any personal leave days which are unused at the end of a fiscal year. This bank is to be used for eligible adoption/surrogacy leave during the following fiscal year. At the end of each fiscal year, any days left in the bank will be cleared and replenished with the balance of personal days not used during the previous fiscal year. Adoption/surrogacy leave days will only be granted if there are available days in the District adoption/surrogacy leave bank. If there is more than one request for adoption/surrogacy leave in a given year, the allocation will be equally divided to the extent notification to the Superintendent allows.

7.3 Jury Service and Judicial Proceedings

An employee called for jury duty or subpoenaed in any judicial proceeding during school hours and who so serves shall receive the difference between the jury fee or the witness fee, if any, and the pay the employee would otherwise have received. The employee must notify the employee's immediate supervisor in writing as soon as the employee learns he/she is to so serve. If the jury duty or judicial proceeding is completed before the end time of the employee's contracted work day, the employee is to report back to work to complete the remainder of the work day (since the employee is being paid for a full contracted work day).

7.4 Military Service

7.41 Military leaves of absence shall be granted to employees under provisions of the Selective Service Act. An employee granted a military leave of absence shall be eligible to return to a job of like status and pay to that from which they left, provided:

1. They enter active military duty within a reasonable period of time after their last day of work.

2. Separate themselves from active military service not later than four years after first entering such service unless involuntarily detained.

3. Employee must have been separated from active military service under honorable conditions.

4. Employee must apply for reinstatement within ninety days of date of discharge.

ARTICLE VIII
SENIORITY

8.1 Seniority

For the purpose of this article seniority shall be defined as the number of years of continuous service as a custodian in the Pleasant Valley Community School District.

8.11 Seniority shall be computed commensurate with the portion of the regular full time position the employee works.

8.12 The employer shall provide the Union with a copy of the seniority list annually.

ARTICLE IX
VACATION

9.1 Schedule of Vacations

9.11 Classified employees who are employed to work twelve months annually under contract thirty-five (35) or more hours each week, shall serve a full year to be entitled to two (2) weeks vacation with pay. If the employee has not served a full year as of the start of his/her second contract year, the two weeks will be pro-rated in the employee's second contract year based on the percentage of days worked in the first contract year. Upon completion of five (5) years of employment, they shall be entitled to three (3) weeks vacation with pay. In the year that the employee would reach five (5) years of employment (based on anniversary date), the additional week of vacation will be prorated based on the same percentage used in the calculation of the first two weeks of vacation above. Upon completion of twelve (12) years of employment, an employee shall be entitled to a fourth (4th) week of

vacation with pay. In the year that the employee would reach twelve (12) years of employment (based on anniversary date), the additional week of vacation will be prorated based on the same percentage used in the calculation of the first two weeks of vacation above. The fourth (4th) week shall not be taken consecutively with the first (1st) three weeks and may, at the district's discretion, be required to be taken a day at a time and not on a consecutive day's basis. These vacations will normally be taken during the regular summer vacation period unless it is in the best interest of the district to make an exception. All exceptions will be approved in advance by the Superintendent or his designee

9.12 Classified employees who are employed to work twelve (12) months annually under contract less than thirty-five (35) hours each week shall serve a full year to be entitled to one (1) week vacation with pay. If the employee has not served a full year as of the start of his/her second contract year, the one week will be pro-rated in the employee's second contract year based on the percentage of days worked in the first contract year. The vacation pay shall be prorated in accordance with the employee's regular contract hours per week. These vacations will normally be taken during the regular summer vacation unless it is in the best interest of the District to make an exception. All exceptions will be approved in advance by the Superintendent or his/her designee.

9.2 The Superintendent or his designee shall establish a vacation schedule for all classified personnel of the district.

9.3 Vacation time may not accrue from one year to the next except in cases of emergency.

9.4 Employees may not be employed for extra wages during vacation periods.

ARTICLE X
HOLIDAYS

10.1 Paid Holidays

Twelve-month employees shall be granted days off with pay on the following holidays:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Friday following Thanksgiving	Monday after Easter*
Christmas Eve Day	President's Day*
Christmas Day	Memorial Day

Holidays falling on a day when an employee is not regularly scheduled to work will be celebrated as a day off with pay on another day.

*When school is in session on the Monday after Easter and President's Day, other holidays will be substituted and employees will be notified.

All nine (9) month employees will be granted the following holidays:

Thanksgiving Day	Christmas Day
Friday following Thanksgiving	New Year's Eve Day
Christmas Eve Day	New Year's Day

ARTICLE XI
COMPLIANCE AND DURATION

13.1 Complete Agreement

This agreement constitutes the entire agreement between the parties hereto and any modifications of this agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. The District shall place an electronic version (PDF file) of the Master Contract in the "Public Folders" area of Microsoft Outlook that custodians are able to access. The District shall notify the Chapter President when this final electronic version of the Master Contract has been placed in the "Public Folders" area of Outlook so that he may notify the appropriate persons of this. A printed hard copy of the final version of the Master Contract shall be sent to the Chapter President and to the S.E.I.U., Local 199 Union Representative.

13.2 Separability

If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

13.3 Duration

This Agreement shall be effective from July 1, 2018, and shall continue in full force and effect until June 30, 2023.

The parties agree to reopen annually for salary and any other mutually agreed upon items.

In witness thereof the parties have caused this Agreement to be signed on the 18th day of April, 2018.

PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT

By Mike L. Clingingsmith, CFO

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 199

By _____
Business Agent/Representative

By _____
Local 199 President

By _____
Custodial Representative

Exhibit A

PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT
SCHEDULE OF WAGES
CUSTODIANS

2018-19

	2018-19
Full Time Custodian	
Probationary Rate (60 work days)	$16.77/hour
Regular Rate	$18.63/hour
Head Custodians	
Elementary	$19.58/hour
Junior High	$19.68/hour
High School	$21.99/hour
Part-Time Custodians	
Probationary Rate (60 work days)	$15.83/hour
Regular Rate	$17.59/hour
Additional Evening Increment for Regular Full Time Custodians:	
Whose normal workday is not completed by 5:30 PM	$.20 hour
Whose normal workday is not completed by 11:30 PM	$.30 hour
Longevity Schedule:	
Start of 4th year of service	$.20 hour
Start of 7th year of service	$.25 hour
Start of 11th year of service	$.30 hour

04/18/2018

Exhibit B

GRIEVANCE REPORT # _____

_____
Date Filed

_____ School District

_____ Building

_____Name of Aggrieved Person

Distribution of Form
1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

_____

_____

D. Relief Sought _____

_____

_____ _____
Signature Date

E. Disposition by Principal or Immediate Supervisor _____

_____

_____

_____ _____
Signature of Principal or Immediate Supervisor Date

Exhibit B

LEVEL III

A. _____ _____
Signature of Aggrieved Person — Date received by Superintendent

B. Disposition by Superintendent or Designee _____

_____

_____

_____ _____
Signature of Superintendent or Designee — Date

LEVEL IV

A. _____ _____
Signature of Aggrieved Person — Signature of Association President

B. _____ _____
Date Submitted to Board Hearing — Date Received by Board

C. Disposition of Board _____

_____

_____

_____

_____

_____

_____ _____
Signature of Board President — Date of Decision