

**MASTER CONTRACT**

between

**PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 199**

**2010-11**



## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	Recognition and Definition . . . . . 2
ARTICLE II	Grievance Procedure . . . . . 2-4
ARTICLE III	Terms of Employment . . . . . 5-7
ARTICLE IV	Health and Safety . . . . . 7
ARTICLE V	Wages . . . . . 7-8
ARTICLE VI	Dues Deductions . . . . . 8-9
ARTICLE VII	Leave Provisions . . . . . 9-11
ARTICLE VIII	Transfer Procedures . . . . . 11-12
ARTICLE IX	Layoff and Recall Procedures . . . . . 12-13
ARTICLE X	Vacation . . . . . 13-14
ARTICLE XI	Holidays . . . . . 15
ARTICLE XII	Insurance Program . . . . . 15-17
ARTICLE XIII	Compliance and Duration . . . . . 18
Exhibit A:	Wage Rate Schedule for 2010-11. . . . . 19
Exhibit A-1	Tentative Agreement for 2009-2012 . . . . . 20-21
Exhibit B	Grievance Report Form . . . . . 22-23
Exhibit C	Dues Authorization Form . . . . . 24
Exhibit D	Memorandum of Understanding Health Benefit Reserve Policy . . . . . 25-27

**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 defined in the Public Employment Relations Board's Amendment of Certification in Case No. 6147, issued March 6, 2000. 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.

**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 arbitration by the Union by written notice of the request for arbitration, submitted to the Superintendent or the Superintendent's designee within ten (10) working days of receipt of the Superintendent's answer in Level III.

Within five (5) working days of receipt of such request, representatives of the Employer and the Union shall attempt to select a mutually acceptable arbitrator. Failing to do so, they shall within ten (10) days of such arbitration request, jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Within five (5) days after receipt of such list, the parties' designated representatives will determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth remaining person shall act as the arbitrator. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator shall, within the scope of the arbitrator'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. The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fee and the expense of the arbitrator and the cost of the hearing room. The costs of a court reporter and copies of the transcript will be borne by the requesting party. Any other 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 one and one-half 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.

Effective July 2001, 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.

**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.

### 3.6 Evaluation

The employer shall have the responsibility to establish evaluation criteria and the evaluation instrument to evaluate bargaining unit employees.

- 3.61 The Administrative staff shall continuously evaluate the services of the custodial staff and shall submit such evaluations in writing to the Superintendent of schools.
- 3.62 Within three weeks after the beginning of the school term, the administration shall advise the custodial staff of the evaluation procedures and instrument to be used. No formal evaluation will take place until such orientation has been given. If a custodian is employed to begin work after the start of the school term, the three weeks above will commence on the first day of employment.
- 3.63 The evaluator will hold a conference with the employee to provide suggestions for improvement.
- 3.64 The evaluator shall provide a written copy of the evaluation. If the employee disagrees with the written evaluation, the employee may submit a written reaction within five (5) school days of receipt of the written evaluation. Both parties must sign the evaluation and reaction. An

evaluation with an unsatisfactory rating may be grieved under the procedures set forth in this agreement.

## 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 additional evening increment will be paid for the full shift when the majority of hours are worked after 5:30 P.M. or 11:30 P.M.

5.122 The additional evening increment will be averaged and paid for the full shift when one-half of the hours are worked after 5:30 P.M. and 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** **DUES DEDUCTIONS**

### **6.1 Authorization**

Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Superintendent or Superintendent's designee an authorization for payroll deduction of Union dues. Such authorization may be revoked at any time up to thirty (30) days written notice to the Employer's Payroll Department and the Union. An employee must authorize said deduction before or on the fifteenth of September if employed on or before September 1st. An employee first employed after September 1st must authorize said deduction within fifteen (15) calendar days following the beginning of such employment. Additional changes in dues deductions may be authorized 15 days prior to an effective date of October 1, February 1, and May 1. The Union will notify the employer of changes in its dues structure by the first of January, which the employer will implement upon written notice from Union representatives effective with the January payroll. A copy of the dues authorization form is included in the appendix of this agreement.

### **6.2 Other Payroll Deductions**

Payments of annuities and insurance, Credit Unions, United Way, and COPE may be deducted from employee salaries/wages provided that a written authorization is filed with the Business Office. New applications and changes for annuities and insurance and Credit Unions will be processed throughout the year. New applications and changes for 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 (1<sup>st</sup>) day of the month in order for the deduction(s) to take effect for the paycheck on the fifteenth (15<sup>th</sup>) of that month. Authorization forms not received by the first (1<sup>st</sup>) day of the month will not take effect until the following month's paychecks. If the first (1<sup>st</sup>) 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.

### 6.3 Liability and Errors

Any errors regarding dues deductions shall be immediately reported by an employee to the Payroll Department and to the treasurer of the Union. The Union agrees to hold the employer harmless against any claims or liability arising out of the operation of this article, excepting any claims or liability resulting from errors of the employer or its agents or representatives.

## ARTICLE VII LEAVE PROVISIONS

### 7.1 Employee Leave

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-half (1/2) 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.

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, siblings, spouse, and children by blood, marriage and adoption. Leave for this cause shall be non-accumulative. This leave may be taken in one-half (1/2) 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, nieces, and grandchildren by blood, marriage, or adoption. These leaves may be taken in one-half (1/2) 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 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 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 process. These days must also be contiguous to the actual adoption. That is, if the adoption occurs while school is not in session, no paid leave will be granted if six weeks has passed from adoption to the start of contracted duties.

The adoption 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 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 leave days will only be granted if there are available days in the District adoption leave bank. If there is more than one request for adoption 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.

### 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 TRANSFER PROCEDURES

### 8.1 Definition

The movement of an employee to a different building, shift, or assignment shall be considered a transfer.

## 8.2 Notification of Vacancies

A vacant assignment will only exist when there is an open position the Employer determines to fill and to which no employee has recall rights as provided in Article IX.

- 8.21 Vacancies Posted. The Employer shall post a notice of the vacancy in each building. A copy of the notice shall be mailed to the Union president. The vacancy shall be posted for a period of five (5) calendar days before the position will be permanently filled.
- 8.22 Filing Requests. Within five (5) days from the posting in 8.21, employees who desire a transfer must file a written request to the Director of Operations.
- 8.23 Determination of Transfer. The Employer shall select the most qualified person for the position. If two candidates apply for the position and they are equal in qualifications, then the more senior candidate shall be selected.
- 8.24 Nothing in this agreement shall be construed as restricting the Employer from exercising its right to fill vacancies, or to hire employees from outside the district.

## ARTICLE IX LAYOFF AND RECALL PROCEDURES

### 9.1 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.

- 9.11 Seniority shall be computed commensurate with the portion of the regular full time position the employee works.
- 9.12 The employer shall provide the Union with a copy of the seniority list annually.

## 9.2 Layoffs

In the event the employer determines that employees must be laid off, those employees with the least seniority within each classification will be the first laid off. Employees will be classified as follows: head custodian, lead custodian, and custodian. Two weeks notice will be given to those being laid off.

## 9.3 Recall

The Employer shall recall laid off employees in reverse order of layoff.

9.31 The Employer shall notify the laid off employee of recall by ordinary mail to the last address supplied by the employee.

9.32 The laid off employee shall have seven (7) days to respond to the recall notice.

9.33 Failure to respond and resume work will result in termination of seniority and recall rights.

9.34 Employees shall remain on the recall list for a period not to exceed eighteen months from the effective date of the layoff.

## 9.4 Exceptions

Probationary employees have no seniority rights and part-time employees have rights only to equivalent part-time positions.

## **ARTICLE X** **VACATION**

### 10.1 Schedule of Vacations

10.11 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

- 10.12 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.
- 10.2 The Superintendent or his designee shall establish a vacation schedule for all classified personnel of the district.
- 10.3 Vacation time may not accrue from one year to the next except in cases of emergency.
- 10.4 Employees may not be employed for extra wages during vacation periods.

**ARTICLE XI**  
**HOLIDAYS**

**11.1 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 XII**  
**INSURANCE PROGRAM**

**12.1 Health, Life, Disability and Dental**

12.11 All full-time employees and those part-time employees working 35 or more hours per week are eligible for the following district-provided insurance benefits:

12.111 Single or family comprehensive major medical with Preferred Provider Organization (PPO) and applicable deductibles and out-of-pocket maximums. Deductibles of \$350/single and \$700/family and out-of-pocket maximums of \$1,050/single and \$2,100/family effective January 1, 2009. Deductibles of \$500/single and \$1,000/family and out-of-pocket maximums of \$1,500/single and \$3,000/family with an effective date of January 1, 2011. Prescription coinsurance percentage increase from 20%

to 25% with an effective date of January 1, 2011. All benefits subject to the provisions outlined in the benefit certificate.

12.112 Long-Term Disability insurance equivalent to that provided during the 1981-82 school year, except that coverage shall be increased from 60% to 66 2/3%.

12.113 \$25,000 Group Life Insurance.

12.114 Single or family dental insurance equivalent to Delta Dental Plan of Iowa I beginning September 1, 1981.

12.115 Single medical and dental insurance coverage will be paid by the District at 100% of the costs for its eligible employees. Employees will pay ten percent (10%) of the family medical and dental rates (premium equivalent) with the District paying the other ninety percent (90%).

Rates will be set each year based on the criteria set forth in the Pleasant Valley Community School District Health Benefit Plan Reserve Policy - see the Memorandum of Understanding (Exhibit D) of the Master Contract.

12.116 In the event both a husband and wife are employed by the District and both are eligible for insurance benefits, the following provisions will apply:

1. A husband and wife with no dependents will be provided separate single coverage policies according to Article 12.111 (medical) and Article 12.114 (dental).

2. A husband and wife with dependents will be provided with one family coverage policy according to Article 12.111 (medical) and Article 12.114 (dental) with the exception that no employee contribution will be required under Article 12.115 (medical or dental).

12.117 Coverage for annual physical exams will be added to the health (medical) insurance policy beginning April 1, 2000.

12.12 Where the present plan or carrier is changed, the benefits presently paid shall nevertheless be offered by any successor plan or carrier. However, technical changes, matters of notification, procedure, and claim shall not be considered a benefit.

12.13 The District is not responsible for limitations imposed by the carriers on insurance benefits due to the age of the employee.

- 12.14 Employees new to the District or returning from extended leave of absence shall begin insurance benefits on July 1, or no later than one (1) month after initial employment or re-employment. Insurance coverage will run through June for all employees whose employment is not interrupted before the end of the school year.
- 12.15 Eligible employees on approved extended leave may elect continuing coverage for the following insurance benefits at their expense: Medical, Life and Dental.
- 12.16 Effective January 1, 2011, all classified employees who work 20 hours or more per week are eligible to participate in the IRS Section 125 Flexible Benefits Plan as follows:
1. Pre-tax Premium
  2. Medical Reimbursement Accounts. Minimum contribution of \$180.00 and maximum contribution of \$3,600.00.
  3. Dependent Care Reimbursement Account. Minimum contribution of \$480.00 and maximum contribution of \$5,000.00.

Enrollment is limited to one time per year prior to the January 1 anniversary date. Contributions to the Plan will be by payroll deduction.

## 12.2 Worker's Compensation

- 12.21 An employee, eligible for Iowa Worker's Compensation benefit payment for lost work time because of temporary total, temporary partial, partial permanent or total permanent disability, may elect to receive payment for paid sick leave, if the employee has accumulated sick leave, in an amount equal to the difference between the Worker's Compensation payment and employees normal sick leave payment. In such event, Worker's Compensation payments will be deducted from sick leave pay. Accumulated sick leave will be reduced proportionally, i.e., by the percentage that the sick leave pay used to supplement the Worker's Compensation payment is to the employee's full sick leave payment. Should an employee select not to increase their Workers Compensation payments with portions of accumulated sick leave, their accumulated sick leave will not be reduced.

**ARTICLE XIII**  
**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 Duration**

This Agreement shall be effective from July 1, 2009, and shall continue in full force and effect until June 30, 2012.

In witness thereof the parties have caused this Agreement to be signed on the 5th day of December, 2009.

**PLEASANT VALLEY COMMUNITY  
SCHOOL DISTRICT**

By Mike L. Clingensmith, CFO

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 199**

By Cathy Glasser, President  
Business Agent/Representative

By Paul W. [Signature]  
Custodial Representative

Exhibit A

PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT  
SCHEDULE OF WAGES  
CUSTODIANS

2010-11

	<u>2010-11</u>
Full Time Custodian	
Probationary Rate (60 work days)	\$13.77/hour
Regular Rate	\$15.30/hour
Head Custodians	
Elementary	\$16.25/hour
Junior High	\$16.35/hour
High School	\$17.10/hour
Part-Time Custodians	
Probationary Rate (60 work days)	\$12.45/hour
Regular Rate	\$13.83/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 4 <sup>th</sup> year of service	\$.20 hour
Start of 7 <sup>th</sup> year of service	\$.25 hour
Start of 11 <sup>th</sup> year of service	\$.30 hour

---

05/18/2010

Exhibit A-1

PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT  
TENTATIVE AGREEMENT FOR CUSTODIANS  
2009-10 THROUGH 2011-12

The Pleasant Valley Community School District and the Service Employees International Union Local 199 reached a Tentative Agreement on March 5, 2009 for a three (3) year contract effective from July 1, 2009 through June 30, 2012. The terms of the Tentative Agreement for the Master Contract are as follows:

\* \* \* \* \* **2009-10** \* \* \* \* \*

Article VII – Leave Provisions

Article 7.21 – Effective July 1, 2009, employees shall be allowed to use nine (9) days per year of “Critical Illness or Death – Immediate Family” leave. Employees were previously allowed to use ten (10) days per year of this type of leave.

Article 7.22 - Effective July 1, 2009, employees shall be allowed to use six (6) days per year of “non-critical illness in the immediate family and/or critical illness or death in the non-immediate family” leave. Employees were previously allowed to use five (5) days per year of this type of leave.

Article XII – Insurance Program

Article 12.111 is amended to reflect the increase in deductibles and out of pocket maximums that was implemented on January 1, 2009.

Article XIII - Compliance and Duration

Within Article 13.2, change the effective dates from “July 1, 2006 ...until June 30, 2009” to “July 1, 2009 ...until June 30, 2012.”

Exhibit A - Schedule of Wages

	<u>2008-09</u>	<u>Increase</u>	<u>2009-10</u>
Custodians			
Probationary Rate	\$13.56	\$0.14 stimulus**	\$13.70
Regular Rate	\$15.07	\$0.15 stimulus**	\$15.22
Head Custodians			
Elementary	\$16.02	\$0.15 stimulus**	\$16.17
Junior High	\$16.12	\$0.15 stimulus**	\$16.27
High School	\$16.87	\$0.15 stimulus**	\$17.02

Part-Time Custodians			
Probationary Rate	\$12.24	\$0.14 stimulus**	\$12.38
Regular Rate	\$13.60	\$0.15 stimulus**	\$13.75

\*\* - The "stimulus" wage increases only apply to the 2009-10 fiscal year.

The total economic package increase for 2009-10 equals 1.89%.

\* \* \* \* \* **2010-11** \* \* \* \* \*

Other - Agreement of Understanding

The parties agree that contract language contained in Articles I - XIII, exclusive of economic components, will remain unchanged unless proposed language changes are mutually agreed to by both parties.

\* \* \* \* \* **2011-12** \* \* \* \* \*

Other - Agreement of Understanding

The parties agree that contract language contained in Articles I - XIII, exclusive of economic components, will remain unchanged unless proposed language changes are mutually agreed to by both parties.

03/05/2009

---

GRIEVANCE REPORT

# \_\_\_\_\_

\_\_\_\_\_  
Date Filed

\_\_\_\_\_ School District

Distribution of Form

\_\_\_\_\_ Building

1. Association

\_\_\_\_\_ Name of Aggrieved Person

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 Arbitration                      Date Received by Arbitration

C. Disposition and Award of Arbitrator \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Arbitrator                      Date of Decision

**Exhibit C**

**Dues Authorization Form**

**APPLICATION FOR MEMBERSHIP**

**SERVICE EMPLOYEES INTERNATIONAL UNION – SEIU Local 199**

I hereby request and accept membership in Local 199 and authorize said union to represent me and, in my behalf, to negotiate and conclude any and all agreements as to wages, hours and other conditions of employment. This full power and authority to act the undersigned supersedes and cancels any power and authority heretofore given to any person or organization to represent me. I agree to be bound by the Constitution and Bylaws and the rules and regulations of the International and the Local, and by any contracts that may be in existence at the time of this application or that may be negotiated by the Union

Name \_\_\_\_\_

Home Address(city and zip) \_\_\_\_\_

Home Phone \_\_\_\_\_ Home E-Mail \_\_\_\_\_

Employer \_\_\_\_\_ Occupation \_\_\_\_\_

Worksite \_\_\_\_\_ Social Security Number \_\_\_\_\_  
(for internal use only)

Birth Date \_\_\_\_\_ Witness: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

Between

The Pleasant Valley Community School District  
and  
The Pleasant Valley Education Association

Pleasant Valley Community School District  
Health Benefit Reserve Policy

The following policy is effective for the fiscal year beginning July 1, 2003 for the Medical Benefit Plan rates that become effective April 1, 2003 and the Dental Benefit Plan rates that become effective July 1, 2003.

The Pleasant Valley Community School District establishes this funding policy as a financial strategy for the orderly accumulation of assets in a fund so the Medical and Dental Benefit plans can meet obligations, provide protection for anticipated cost increases, and adhere to accounting policies and applicable governmental regulations.

Medical

The target reserve amount will be set at an amount equal to six (6) months of the estimated maximum annual plan year costs. As long as the reserve maintains the five (5) months cost level, the District will agree to use the expected annual claims total to establish rates for the medical plan. If both parties mutually agree, the medical plan may be funded at a level greater than the expected claims level at any time it is deemed necessary for the financial stability of the medical insurance plan.

Amounts in excess of the six (6) months of estimated maximum annual plan year costs will be utilized for reductions of employee contributions to the plan costs. Should the reserve fund balance not be sufficient to cover five (5) months of estimated maximum annual plan costs, the District's Medical Benefit Plan will increase funding at a level greater than the expected claims, in order to reestablish the fund reserve to the six (6) month level. This calculation will be done based on the reserve level January 31<sup>st</sup> of each year and based on the maximum annual cost calculation by the Third Party Administrator for the forthcoming plan year beginning April 1.

Dental

The target reserve amount will be set at an amount equal to the two (2) months of the estimated maximum annual plan year costs. As long as the reserve maintains the one and one-half (1.5) months cost level, the District will agree to use the expected annual

claims total to establish rates for the dental plan. If both parties mutually agree, the dental plan may be funded at a level greater than the expected claims level at any time it is deemed necessary for the financial stability of the dental insurance plan.

Amounts in excess of the two (2) months of estimated maximum annual plan year costs will be utilized for reductions of employee contributions to the plan costs. Should the dental reserve fund balance not be sufficient to cover one and one-half (1.5) months of estimated maximum annual dental plan costs, the District's Dental Benefit Plan will increase funding at a level greater than the expected claims, in order to reestablish the fund reserve to the two (2) month level. This calculation will be done based on the reserve level January 31<sup>st</sup> of each year and based on the maximum annual cost calculation by the Third Party Administrator for the forthcoming plan year beginning July 1.

Following the above guidelines, The District will place the entire excess (surplus), if any, of medical and dental benefit funding over the actual medical and dental insurance expenses for each fiscal year into the applicable medical or dental insurance reserve fund. It will be considered a permitted activity for surplus reserve funds to be utilized from the medical fund to assist the dental fund and surplus reserve funds from the dental fund to assist the medical fund for their respective funding rate.

Single medical and dental insurance coverage will continue to be paid by the District at 100% of the costs for its eligible employees. Employees will pay the following percentage of the family medical and dental rates (premium equivalent):

7%	2003-04 Plan Year Rate
8%	2004-05 Plan Year Rate
9%	2005-06 Plan Year Rate
10%	2006-07 Plan Year Rate

These employee contributions would be withheld from their paychecks. The employee contributions (and future rate changes) will begin with the first pay period within each employee's new contract year.

In the event that the District employs a husband and a wife and both are eligible for health benefits, the following provisions will apply:

A husband and wife with no dependents will be provided separate single coverage policies.

A husband and wife with dependents will be provided with one family coverage policy with the exception that no employee contribution will be required.

The status of the medical and dental insurance reserves will be shared on a regular basis during scheduled IBB meetings.

Signed this day, May 12, 2003.

Pleasant Valley Community School District

Pleasant Valley Education Association

\_\_\_\_\_  
James Spelhaug, Assistant Superintendent

\_\_\_\_\_  
Jean Rittmer, PVEA President

\_\_\_\_\_  
Mike Clingingsmith, Chief Financial Officer

\_\_\_\_\_  
Cathi Betts, PVEA Representative

\_\_\_\_\_  
Lynette Claeys, UniServ Director