

# **NEGOTIATED AGREEMENT**

BETWEEN THE

**IOWA CITY SCHOOLS  
PHYSICAL PLANT ASSOCIATION**

AND THE

**IOWA CITY COMMUNITY SCHOOL DISTRICT**

**July 1, 2023 through June 30, 2024**

## **Non Discrimination Statement**

It is the policy of the Iowa City 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, activities, or 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 Eric Howard, Director of Equity and Employee Relations, 1725 N. Dodge St., Iowa City, IA 52245, 319-688-1000, [howard.eric@iowacityschools.org](mailto:howard.eric@iowacityschools.org).

## TABLE OF CONTENTS

ARTICLE I	PREAMBLE	4
ARTICLE II	RECOGNITION	4
ARTICLE III	MANAGEMENT RIGHTS	4
ARTICLE IV	UNION RIGHTS	4
ARTICLE V	SAFETY	5
ARTICLE VI	HEALTH PROVISIONS	5
ARTICLE VII	PAYROLL DEDUCTION	6
ARTICLE VIII	GRIEVANCE PROCEDURES	6
ARTICLE IX	SENIORITY	8
ARTICLE X	PERSONNEL FOLDERS	9
ARTICLE XI	VACATION	9
ARTICLE XII	HOLIDAYS	10
ARTICLE XIII	LEAVES OF ABSENCE	11
ARTICLE XIV	SICK LEAVE	13
ARTICLE XV	EMPLOYEE WORK DAY	15
ARTICLE XVI	WAGES AND SALARIES	17
ARTICLE XVII	FINALITY AND DURATION	19
APPENDIX A	GRIEVANCE REPORT	20
APPENDIX B	SALARY SCHEDULE	21
APPENDIX C	LONGEVITY	26

## **ARTICLE I PREAMBLE**

This agreement is made and entered into by and between the Board of Education of the Iowa City Community School District and the Iowa City Schools Physical Plant Association.

The Board of Education of the Iowa City Community School District is hereinafter referred to as the "Board" and the Service Employees International Union Local 199 is hereinafter referred to as the Union.

The term "employees," when used in this agreement, shall hereinafter refer to all employees of the Board who are contained within the negotiating unit represented by the Union as certified by the Public Employees Relation Board, Case #4774, on August 25, 1992.

## **ARTICLE II RECOGNITION**

The Board recognizes Iowa City Schools Physical Plant Association as the bargaining agent for employees included in the established bargaining unit. Members of the unit shall be comprised of both full and part time employees who fill the following positions: custodians, carpenters, general maintenance workers, painters, boiler operators, food service drivers, warehouse persons, campus mail persons, plumbers, electricians, custodian substitutes, cabinetmakers, mechanic, heating air conditioning and ventilation, refuse hauler, Grounds, Preventative Maintenance, Locksmith and all blue collar non-supervisory physical plant employees. For purposes of this agreement, a part time employee is an employee whose regularly scheduled work is less than forty (40) hours per week for an expected 12 months per work year. Employees whose anticipated work schedule is less than 12 months per work year are not included in the provisions of this agreement.

## **ARTICLE III MANAGEMENT RIGHTS**

The employer in the exercise of its authority to properly operate the district shall have the right to discipline employees for just cause. In accordance with the progressive discipline policy of the district, the employer will make an attempt to verbally solve problems before major discipline action is taken such as suspension.

Steps for the employee discipline process shall be an oral warning(s), a written reprimand(s) and finally, suspension or discharge, should it be necessary. This process shall not restrict or limit the employer in the immediate suspension of employees for egregious policy violations.

## **ARTICLE IV UNION RIGHTS**

### **I. Labor-Management Committee**

A liaison committee composed of three appointees by the Union and three appointees of the superintendent shall meet at least twice annually to discuss mutual concerns.

### **II. Use of School Facilities**

The Union shall have the right to hold meetings on school property provided such meetings do not interfere with school activities and/or the normal school operation. Such meetings must be scheduled at least three (3) days prior to the meeting and must also have three (3) days prior approval of the principal of the individual building.

### **III. Agreement Copies**

Copies of the agreement shall be printed and distributed by the District to all employees covered by this Agreement.

IV. Interschool Mail

The Union shall have the right to use the interschool mail service to distribute official Union material as long as such use does not interfere with the normal operation of the interschool mail service.

V. Bulletin Board Space

The Board will provide space in each work site for the posting of bulletins.

VI. Union Representation

The Union agrees to supply the Board in writing and maintain on a current basis the names of all Union officers, representatives, employees and stewards including each steward's work location. Authorized representatives of the Union shall be permitted to transact official Union business on school property in compliance with Section II of this Article (Use of School Facilities). Such business will not be transacted during work hours unless mutually agreed upon in writing by the Union and the Superintendent or designee.

## **ARTICLE V SAFETY**

I. Bomb Threat

In cases where a school official is notified of a bomb threat or an intruder, the district will take prudent and necessary action. This action may include evacuation if the superintendent/designee determines to be the most prudent response given the circumstances. No employee shall be required to search for a bomb or an intruder.

II. The Board of Directors will attempt to eliminate any conditions of work for employees that are patently unsafe or hazardous and/or which endanger the health and safety of the employee.

The superintendent may shorten the work day with full pay when inclement weather threatens the health and/or safety of physical plant employees.

III. The Union recognizes the district's difficulty in scheduling that affects the time available for cleaning the lunch room/gym at the elementary level following lunch periods. The district is aware that there is not always ample time to clean these areas immediately following lunch periods to usual standards.

IV. A safety committee for the physical plant department will meet on a regular basis to prevent and correct unsafe or potentially hazardous working conditions.

## **ARTICLE VI HEALTH PROVISIONS**

I. Physical Examinations

It shall be the policy of the Board of Directors of the Iowa City Community School District that all employees, at the time of hire in accordance with the employment notifications of the district, shall submit to the Office of Human Resources a certificate from the employee's physician stating that the individual has been examined by the physician and found to be free of contagious disease, and that the individual is physical capable to teach and/or render service while in no way endangering public health.

If, after the time of hire, the Employer requires an employee to have a physical examination as a term and condition of employment, the Board of Directors agrees to compensate each employee

up to forty dollar (\$40.00) (after the application of insurance coverage or in the event of no insurance) toward the costs incurred. Each employee who is required to have a physical shall be notified, in writing.

In order to be reimbursed for a physical examination, a "paid" receipt must be submitted to the Office of Personnel. Reimbursement shall be paid monthly.

Employees shall have the option to participate in the Iowa City Community School District Wellness program at no cost to the employee.

## **ARTICLE VII PAYROLL DEDUCTION**

### **I. Authorization**

Any employee must present written authorization to the District Business Office fifteen (15) days prior to the pay date for which deduction is to be made.

Upon appropriate written authorization from any bargaining unit member, the District may deduct from the salary of the employee and may make appropriate remittance for annuities, credit union(s), savings bonds, charitable organizations as defined as and qualifying under Board/administrative policy, insurances, Section 125 Plan for medical and child care expenses, or any other plans or programs approved by the superintendent or Board of Directors and agreed to by the bargaining unit member.

### **II. Termination**

An employee may terminate any authorized payroll deduction at any time by giving thirty (30) days written notice.

### **III. Annuity**

The District participates in the State of Iowa 403 B Plan. All employees are eligible to participate on a voluntary basis.

## **ARTICLE VIII GRIEVANCE PROCEDURES**

I. A grievance shall be defined as a complaint of an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

II. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. The grievant has the right to be present at all steps of the grievance procedure. A representative of the union may be present at all steps of the grievance procedure.

The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving employee unless mutually agreed that it is necessary to process during the workday. If it is necessary to process during the workday it shall be at no loss of pay to the employee filing the grievance.

III. First Step

An attempt shall be made to resolve any grievance in informal discussion between complainant and his/her immediate supervisor.

Second Step

If the grievance cannot be resolved informally, the aggrieved employee may file the grievance in writing and, at a mutually agreeable time, discuss the matter with the immediate supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses that pertain to the specific grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) workdays from the date of the event giving rise to the grievance.

The supervisor shall make a decision on the grievance and communicate it in writing to the grievant, the Union and the superintendent or designee within ten (10) workdays after receipt of written notice of the grievance.

Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee may file, within ten (10) workdays of the supervisor's written decision at the second step, a copy of the grievance with the superintendent or designee. Within ten (10) workdays after such written grievance is filed, the aggrieved employee and the superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall file an answer within ten (10) workdays of the third step grievance meeting and communicate it in writing to the grievant, the Union and the supervisor.

Fourth Step

If the grievance is not resolved satisfactorily at step three, there shall be available a fourth and final step. Within ten (10) workdays, the Union and the employee may submit the grievance in writing to binding arbitration. An employee may submit a grievance to arbitration only with approval of the Union.

Within ten (10) workdays of written notice to submit the grievance to arbitration, the Board or the superintendent and the Union representative shall meet and attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment from the arbitrator, a request for a list of five (5) arbitrators will be made to the Public Employee Relations Board (PERB). Each of the two parties will alternately strike one name at a time from the list until only one name shall remain. The remaining name shall be the arbitrator. The arbitrator so selected shall confer with the Board or the superintendent and the Union to set the time and date in order to hold hearings promptly. Selection of the hearing site shall occur no later than three (3) days prior to the hearing.

The arbitrator shall issue his/her decision not later than fifteen (15) workdays from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing, by the Board and the employee, and his/her decision must be based solely and only upon his/her interpretation of meaning or application of the expressed

relevant language of the Agreement. Expenses for the arbitrator's services shall be borne equally by the Board and the Union.

IV. Group Grievance

If a group of employees has the same complaint, they may submit their complaint to the grievance procedure beginning at the first step, and the grievance may be processed through all levels of the grievance procedure. In a group grievance, all employees involved in the grievance may be present at all steps of the grievance process, and the group shall identify a spokesperson who will speak for the group through all levels of the grievance procedure.

V. Timelines

Timelines for filing a grievance may be mutually waived when requests to the district for information cannot be tabulated within the prescribed timelines of the grievance procedure of this Agreement.

VI. Separate Grievance File

Forms and official supporting documents (or copies of these documents) associated with a grievance will be kept in a grievance file that is separate from the employee's personnel file. This does not exclude the district from maintaining disciplinary documents in the employee's personnel file if such documents are/were part of a grievance and the result of the grievance process verifies the documents as valid disciplinary items. Each employee shall have the right to view his/her grievance forms and official supporting documents upon request.

## **ARTICLE IX SENIORITY**

I. Definition

Seniority means a full time employee's length of continuous service with the Iowa City Community School District and begins with the first day of work, in a full time permanent position. The anniversary date of each employee shall be their hire date. In the event seniority is tied, the administration will be allowed to make those decisions required as a result of seniority information. Seniority shall be administered on a job classification basis.

II. Probation

A. A new employee shall serve a probationary period of ninety (90) days. Upon successful completion of the probationary period, his/her seniority shall be retroactive back to the first day of probation.

B. Termination of a probationary period is not grievable, under Article VIII – Grievance Procedure.

III. Posting

By July 1st, the Employer shall make available to employees a list showing the continuous service of each employee.

IV New Employee Hires

The Physical Plant Union President shall be provided with each Support Staff Memorandum which is included in the personnel action of the Board of Directors agenda via the District's website.

V. Breaks in Continuous Service

An employee's seniority record shall be broken by voluntary resignation, discharge, and retirement. Employees on extended leaves of absence shall have their seniority frozen at the level obtained at the time the leave was granted. An employee who is absent from work for two (2) consecutive days without notification of valid reason to the Employer shall be considered having voluntarily resigned.

VI. Vacancy Notification

Notice of all vacancies shall be placed on the District's website for seven (7) days before the final date when applications must be submitted. Any eligible person interested in a posted vacancy shall apply by completing the online application for the position posted through the District website. Job Descriptions will be written for each job classification and will be available for all applicants and the union.

### **ARTICLE X PERSONNEL FOLDERS**

Employee's shall upon request be given a copy of all documents in their file. All items within an employee's file shall be date stamped when placed in the file. An employee shall have the right to answer any material filed subsequent to employment and his/her answer shall be affixed to the material and placed in the file. Material mutually defined as obsolete by the employer and the employee shall be removed from the personnel folder and destroyed.

### **ARTICLE XI VACATION**

The following are paid vacation provisions for year-round full time employees for the duration of this agreement. Year-round full time employees are defined as those employees working a forty (40) hour week, and for a (12) month period. Vacation will be administered in the following way:

#### **Vacation Accrual Schedule**

<b>Years of Service</b>	<b>Vacation Accrual Rate</b>
Based on the anniversary of the employee's hire date, after the completion of	:
Upon Completion of Probation	One (1) week
One (1) year to four (4) years	Two (2) weeks
Five (5) years to nine (9) years	Three (3) weeks
Ten (10) full years	Four (4) weeks

- II. If the employer does not notify the employee of the decision on an employee's vacation requests five (5) days after the request has been created on the District's online, web-based leave system and a follow-up email has been sent by the employee to the appropriate supervisor, it shall be approved. Employees are strongly encouraged to request vacation as early as possible and not less than five (5) days in advance. However, in extenuating circumstances, requests with less than three days notification may be approved.

Vacations for employees not assigned to a building and vacations taken at times when school is not in session must be approved by the Physical Plant Director or his/her designee.

III. Vacation Usage

- A. Employees are encouraged to take their vacations in the following manner:
  - 1. Employees with two (2) weeks vacation – Employees entitled to two (2) weeks vacation take at least one (1) week of their vacation in consecutive days.
  - 2. Employees with three (3) weeks vacation - Employees entitled to three (3) weeks vacation take at least two (2) weeks of their vacation in consecutive days.
  - 3. Employees with Four (4) Weeks Vacation - Employees with four (4) weeks vacation take at least Three (3) weeks of their vacation in consecutive days.
- B. Vacations will not be granted the week before and after the start of school and the week before and after school ends. Exceptions will be granted for extra ordinary circumstances Employees shall take their vacation days in minimums of one (1) day increments.
- C. Vacation applications will be approved unless the employer determines the employee's absence will affect the district's ability to carry out its mission.

IV. Vacation entitlement is for the duration of the terms of this agreement. Employees entitled to two (2) or more weeks vacation may carry over for one (1) year up to one-half (1/2) of their vacation allocation. However, employees are encouraged not to carry their vacation into the following year.

Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she accumulated at the time of the separation.

**ARTICLE XII HOLIDAYS**

I. Holidays

The following are designated as paid holidays for the year-round, full time physical plant employees:

Independence Day	1 day
Labor Day	1 day
Thanksgiving Day and the day following	2 days
Christmas	2 days
New Years	2 days
Martin Luther King, Jr. Day	1 day
Memorial Day	1 day
Spring Break (one day)	*

\*Approved and coordinated with Building Principal and Physical Plant Director.

II. Holiday Pay

Eligible employees who perform no work on a holiday shall receive pay equivalent to one eight (8) hour day of regular pay. In the event a paid holiday falls on a day an employee is not scheduled to work, the employee's holiday occurs on the first scheduled work day following the designated holiday.

III. Holiday Work

If an employee works on a holiday he/she shall be paid double time for all hours worked. This is in addition to the employee's holiday pay. For purposes of computing overtime, Article XV, Section IV, Work Day shall be controlling.

### **ARTICLE XIII LEAVES OF ABSENCE**

Leaves of absence shall apply to all employees including those in their probationary period.

I. Temporary Leaves

A. Emergency Leave

Up to two (2) days leave with full pay for emergencies may be granted to employees during each school year. An emergency is a condition of a serious nature which develops suddenly and unexpectedly, which requires the employee's presence and immediate attention which cannot be attended to outside of work hours and which is not covered under other provisions. The types of absence for which emergency leave may be approved are:

1. Accident involving his/her property, or the person or property of a member of his/her immediate family (father, mother, son, daughter, husband, wife, brother, sister, son-in-law, daughter-in-law, grandchildren, and grandparents of the employee and the employee's spouse) of such an emergency nature that the immediate presence of the employee is required during the working day.
2. Serious or Critical Illness of a member of the immediate family, as defined above, calling for services of a physician and of such emergency nature that the immediate presence of the employee is required during his/her working day.
3. Other Real Emergencies, not specified above, which require the presence of the employee.

Emergency leave shall be approved by the employee's supervisor and the superintendent or his/her designee on the appropriately filed form.

Emergency leave may be used in one (1) hour increments.

B. Jury Duty

An employee may be granted leave for jury duty. No deduction from compensation will be made; however, all jury fees received by the employee shall be turned over to the school district. Notification of request for jury duty leave will be provided by the employee's principal/supervisor and submitted to the superintendent or his/her designee.

C. Personal Leave

Employees shall be granted one (1) day personal leave per year for personal business at the discretion of the employee. No personal leave will be granted the day before or the day after Thanksgiving vacation, winter break, or spring break, or during the first two weeks and last two weeks of the school year. Personal leave must be approved three (3) school days in advance of the leave by the employee's immediate supervisor and the

superintendent or his/her designee. Personal leave may be used in one (1) hour increments.

D. Bereavement Leave

Employees shall be granted leave of absence at full pay for funerals of immediate family. Absence due to death in the immediate family shall be paid in full not to exceed five (5) days per incident. The immediate family shall be considered to mean: the employee's spouse/domestic partner, and the child, foster child, stepchild, legal ward, son-in-law, daughter-in-law, parent, foster parent, step-parent, father-in-law, mother-in-law, brother, sister, foster brother, step brother, foster sister, step sister, brother-in-law, sister-in-law, grandchild, grandmother, grandfather

Employees shall be granted leave of absence at full pay for funerals and/or arrangements for extended family members up to three (3) days per incident. Extended family shall be considered to mean: aunt, uncle, first cousin, niece, nephew, or great relative in any of the above mentioned categories of the employee or the employee's spouse/domestic partner. The Human Resources Department may allow, with prior approval, an employee to take additional days, not to exceed five, for extenuating circumstances.

Employees shall be granted one (1) day of paid bereavement leave annually to attend funerals of other relatives or close friends.

The Superintendent, or his/her designee, may require evidence confirming the necessity to utilize bereavement leave in each circumstance where such leave is requested.

Leaves for funerals of persons previously associated or currently employed with the district or a student of the district shall be handled in the following manner:

1. Employees seeking to attend the funeral service must seek prior approval of the Physical Plant Director/designee.
2. A representative group of employees may be excused for the funeral without any leave being charged against their absence.
3. Other physical plant employees will be required to use available personal leave or vacation.

E. Technical Leave

Technical leave may be approved by the superintendent/designee and will not be charged against an employee's other leave allotments. The purpose of technical leave is to advance the knowledge and skills base of current employees to better serve the needs of the district.

II. Military Leaves

The employer is aware of its obligation to comply with legal requirements for granting leaves for such reasons as military service etc. Employees will be expected to make an application in writing prior to the date of the expected leave.

A leave of absence will be granted to members of Reserve Forces for reserve training purposes or disaster duty, but not to exceed a total of thirty (30) days in any calendar year. When leave is granted for this purpose, the employee may exercise the option of retaining the military pay and

have a payroll deduction at his/her district pay rate for the days used or turn the military pay into the school district and keep the district pay.

III. Union Leave

Up to fifteen (15) days shall be available to the Union for its representatives to attend non-political conferences, conventions, or other activities of the local, state, and national affiliated organizations. The employee to be absent will give at least five (5) school days prior notification to his/her supervisor and the superintendent's designee. The Union will pay the cost of the substitute if one is hired.

IV. Discretionary Leave

In the event that a life threatening (catastrophic) medical situation (intensive care, final stages of an incurable disease, or incapacitating injury) occurs to a member of an employee's immediate family (parents, spouse, or dependent child) the employee may, after exhausting all emergency and other applicable leaves, apply to the superintendent or his/her designee for paid discretionary leave not to exceed thirty (30) assignment days in any one school year.

In the event the superintendent or their designee grants the paid discretionary leave for the life threatening (catastrophic) medical situation, employees with over 45 days of accumulated sick leave would be eligible to contribute up to 5 sick leave days to an employee leave pool established for the sole purpose of covering the paid discretionary leave granted by the Superintendent or designee.

V. Extended Leaves

Extended leaves of absence, without pay, may be granted to employees. Such leaves must be approved by the employee's principal/supervisor and the superintendent or his/her designee. Employees on extended leave will be returned to the same or similar position he/she held prior to the leave. Employees will be placed in the same job category (maintenance or custodian). If the employee is placed temporarily out of their job category, they will receive the same pay as their previous assignment until they are permanently placed. Once placed in the same or similar qualified position or accepting a position in a different job category, the permanent placement will be considered completed. The employee's salary will be adjusted according to the negotiated agreement.

Step movement will be afforded the employee if this is part of the negotiated agreement providing the employee has worked six (6) or more months during the previous contract year.

VI. Family and Medical Leave Act

The district will provide leave to employees in accordance with the Family and Medical Leave Act (FMLA). Information pertaining to FMLA can be found on the district website.

## **ARTICLE XIV SICK LEAVE**

I. Accumulative Benefits

Regularly employed personnel shall be granted leaves of absence for personal illness or injury. Female employees are entitled to sick leave during the period they are unable to perform regular duties due to pregnancy and subsequent recovery.

In cases of personal illness or injury, employees shall be granted the following sick leave allocations.

During the:

1st year of employment	<u>10 days of sick leave</u>
2nd year of employment	<u>11 days of sick leave</u>
3rd year of employment	<u>12 days of sick leave</u>
4th year of employment	<u>13 days of sick leave</u>
5th year of employment	<u>14 days of sick leave</u>
6th year of employment & all succeeding years	<u>15 days of sick leave</u>

Sick leave may be taken in hourly increments. A day of sick leave is equal to the employee's normal work day.

II. Confirmation

The Board of Directors or their designee shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for the absence.

An employee absent three days or more will be required to have a doctor's permission slip to return to work.

III. Accumulation

Employees may check sick leave balance utilizing the District's online leave system.

Employees hired after July 1 will receive their normal sick leave for first year employees on a prorated basis; however, beginning with their second assignment, they will receive the sick leave allotment for second year employees. Unused portions will be cumulative in the same manner as for other employees.

IV. Reporting Absences

Employees will report their absence due to personal illness or injury by phoning their building principal and director of physical plant or the director's designee. In addition, employees must create an absence on the District's online absence system by 11:00 p.m. the day of the absence. Notification for such absence should be received by the building principal if the employee is assigned to a building and director of physical plant or designee no later than thirty (30) minutes before the start of the employee's scheduled workday for those employees whose workday begins at or before 7:00 a.m. Notification of such absence by employees whose workday begins after 7:01 a.m. should be received by the director of physical plant or the director's designee no later than one (1) hour prior to the start of their scheduled workday. Employees are encouraged to notify the director of the physical plant or the director's designees as early as possible prior to the start of their workday. An employee who becomes sick at work shall notify the immediate supervisor and the physical plant office before leaving the job.

V. Elective Surgery

Employees may be granted a sick leave for elective surgery. Requests for such leaves must have five (5) day prior approval from their immediate supervisor/principal and the superintendent or his/her designee.

VI. Family Illness

Family Illness All employees shall be granted use of sick leave at full pay for illness of an employee's family member. Use of this leave shall be charged against the employee's sick leave accumulation

VII. Other Benefits

The school district provides Workers' Compensation insurance to cover medical treatment for injuries sustained on the job. In no event shall the employee receive more in payment during a period of disability than his current salary.

## **ARTICLE XV EMPLOYEE WORK DAY**

I. Regular Hours

The normal employee work week shall be five (5) work days and shall not exceed eight (8) hours per day. Hours of work each day shall be consecutive, except for interruption for meal periods. Arrival and departure time for employees shall be determined by the employee's building administrator and Physical Plant Director. Regular work schedules may be altered when a letter of assignment is issued. During the fiscal year, regular work schedules may be altered by mutual agreement. Employees shall utilize the District's time clock system to clock in/out for every shift.

II. Breaks

All employees' workday shall provide for a fifteen (15) minute break during each one-half of the scheduled eight (8) hour work period.

III. Meal Periods

All full time employees shall be granted a one-half (1/2) hour unpaid lunch period. A full time employee whose workday begins after 11:00 a.m. shall be granted a thirty (30) minute unpaid lunch. Employees asked to remain in their buildings on call during the lunch period shall receive their regular rate of pay for the lunch period.

Custodians (or unit employees serving in a custodial capacity on the specific day) and Nutrition Services Drivers who work during the day and who stay in their building over their duty-free, unpaid lunch period shall be entitled to have a regular school lunch in that building at district expense.

IV. Overtime

Overtime for regular, full time employees shall be paid at the rate of time and one-half the employee's straight time hourly rate when an employee works in excess of eight (8) hours per day or forty (40) hours a week. The employee may elect overtime compensation or compensatory time off at the rate of time and one-half the employee's regular time. Compensatory time earned will be limited to sixty (60) hours per fiscal year. The comp time balance will be paid out and set to zero at the end of every fiscal year. However, employees with a comp time balance on June 30, 2018 will have the option to carry over that balance with those hours counting toward their 2018-19 total, or zero their comp time balance and receive the cash equivalent of those hours at 2017-18 rates.

Employees are encouraged to use compensatory time within one pay period, or be paid for the accrued overtime. If the employer does not notify the employee of the disposition of the Comp.

Time request within three (3) days of its receipt it shall be approved. Overtime paid for over 8 hours per day may be waived by mutual agreement.

Vacation time, paid holidays and paid sick leave count as time worked for the computation of overtime. In the event a paid holiday falls on a day an employee is not scheduled to work, the employee will be granted a compensatory day off, and the regular holiday will be counted as time worked for the computation of overtime. Overtime shall not be paid more than once for the same hours.

The need for overtime and its assignment shall be the employer's exclusive decision. Work performed outside the designated work hours must have prior approval by the Physical Plant Director or his/her designee. An attempt will be made, insofar as possible, to distribute overtime equally within job classifications.

V. Call Time

A. Definition

Call time refers to those times when an employee is not at work and is called in because of emergency conditions. Call time does not refer to the extension of an employee's regular workday.

B. Minimum Time

Any employee called back to work in an emergency in a time outside of his/her regularly scheduled hours shall be provided a minimum of two (2) hours work at a pay rate of time and one-half. Call time between the hours of 12:00 a.m. and 6:00 a.m. or on a holiday shall be compensated at the rate of double the employee's regular hourly rate. In either event, if call time overlaps the employee's regularly scheduled work hours, the employee shall be paid at straight time rates for the regularly scheduled hours.

An attempt will be made to distribute call time evenly within job classifications; however, the employer reserves the right to call time.

VI. Building Checks

Employees assigned to perform building checks shall be paid for a minimum of one (1) hour at a rate of time and one-half their regular hourly rate. Employees assigned to perform building checks on a holiday shall be paid for a minimum of one (1) hour at a rate of double time of the employee's regular hourly rate. If emergency circumstances are found to exist during the building check, the employee is to contact the building principal, physical plant director or assistant director to report the situation. Any additional time worked beyond one hour requires prior approval of the Physical Plant Director/Designee.

VII. Notification of Assignment

Individual assignments shall specify the starting and ending time, building location, and days of the week to be worked for each employee.

## ARTICLE XVI WAGES AND SALARIES

### I. Schedules

The regular salary schedule for employees is set forth in Appendix B which is attached hereto and made a part hereof. A part time employee will be paid on a prorated basis of the salary of a full time employee.

### II. Placement on Salary Schedule

New employees will normally start at the entry level of the appropriate lane on the salary schedule. The superintendent/designee, may give credit for prior outside comparable experience and place the employee in/on a different group/step.

### III. Pay for Temporary Assignment

The Board agrees that when employees are temporarily assigned to positions in a higher classification for ten (10) consecutive work days or 15 days in any 30 day period, that they will be paid at the higher classification until either returning to their old position or while continuing to work in the temporary new position.

### IV. Pay Dates

Physical plant employees shall be paid twice monthly on the 15th day and the last working day of the month. If the 15th or last working day falls on a holiday or weekend, payment will be made on the last preceding work day.

### V. Probation

New employees will serve a probationary period of 90 calendar days of employment. While on probation, new employees will be paid on an hourly basis. Employees must utilize Time Clock Plus for every shift.

### VI. Longevity

Employees with more than one year of seniority as of July 1 shall receive a longevity pay, based on the schedule in Appendix C. Longevity pay is subject to regular withholding consistent with normal pay deductions. Longevity will be calculated from the employee's date of hire.

### VII. Early Retirement

Eligible employees may participate in the District's Voluntary Early Retirement Policy – Board Policy 407.6G1.

### VIII. In-District Travel

Employees designated by their immediate supervisor to travel shall be reimbursed at the maximum rate allowed by law; for the use of a private automobile in moving from building to building within the district while in the performance of their assigned duties and for travel between buildings for meetings the employee is required by the district to attend, with the exception of travel to and from work and home.

IX. Cell Phone Stipends

Employees identified in the Crafts Level Lead category shall receive an annual cell phone stipend of \$600. Additionally, the following employee groups shall receive a \$300 annual phone stipend:

- Electrician
- Locksmith
- Plumber
- Preventative Maintenance
- HS Day Head Custodian
- HS Nigh Head Custodian
- HVAC Technicians

**XVII FINALITY AND DURATION**

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make proposals with respect to the collective bargaining law and the understandings and agreements arrived at by the parties are set forth in this Agreement. An employment relationship between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement.

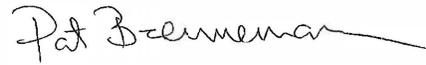
If any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

The School District and the Union, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate any matter during the term of the Agreement.

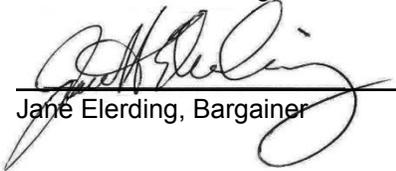
This Agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2024. The parties agree to meet annually in the final three years to negotiate wages under this agreement.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signature placed thereon, all on the 24th day of May, 2023.

Iowa City Schools

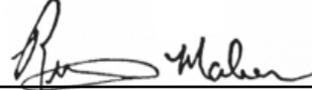


Pat Brenneman, Bargainer



Jane Elerding, Bargainer

Physical Plant Association



Ruthina Malone, Board President



Nick Proud, Chief Negotiator

**APPENDIX A**

<b>IOWA CITY SCHOOLS PHYSICAL PLANT ASSOCIATION GRIEVANCE FORM</b>	
CONTROL NO:	
<b>GRIEVANT INFORMATION</b>	
EMPLOYEE NAME	POSITION
ADDRESS	PHONE
TYPE OF GRIEVANCE	LOCATION
ARTICLE(S) VIOLATED	
DATE GRIEVANCE OCCURRED	APPROXIMATE TIME:
DATE PROCESSED AT STEP 1	SUPERVISOR SIGNATURE
SUPERVISOR RESPONSE:	UNION REP SIGNATURE
<b>STEP 1: INFORMAL ORAL ATTEMPT AT RESOLVING GRIEVANCE</b>	
DATE PROCESSED AT STEP 2 (WRITTEN)	ADMINISTRATOR SIGNATURE
DATE STEP 2 RESPONSE GIVEN	UNION REP SIGNATURE
<b>REPLY STEP 2:</b>	
DATE PROCESSED AT STEP 3 (WRITTEN)	ADMINISTRATOR SIGNATURE
DATE STEP 3 RESPONSE GIVEN	UNION REP SIGNATURE
EMPLOYER REPRESENTATIVE SIGNATURE	
<b>REPLY STAGE 3:</b>	
STEP 4 - INTENT TO ARBITRATE	UNION REP SIGNATURE
_____ YES	
<b>GRIEVANCE:</b>	
<b>REMEDY REQUESTED:</b>	
GRIEVANT/STEWARD SIGNATURE	DATE SIGNED

**APPENDIX B**

IOWA CITY COMMUNITY SCHOOL DISTRICT  
SERVICE EMPLOYEES  
2023-2024 SALARY SCHEDULE

<b>Group 1</b>	
Custodian	
Step 1	20.15
Step 2	20.57
Step 3	21.00
Step 4	21.42

<b>Group 2</b>	
Night Custodian	
Step 1	20.42
Step 2	20.84
Step 3	21.26
Step 4	21.69
Off	22.33
Off	22.80

<b>Group 3</b>	
Night Sub Custodian	
Head Night Cust Jr High	
Food Service Driver*	
Step 1	20.94
Step 2	21.37
Step 3	21.79
Step 4	22.21
Off	22.53
Off	22.91

<b>Group 4</b>	
Head Custodian Elementary	
Step 1	21.16

Step 2	21.58
Step 3	22.01
Step 4	22.43

<b>Group 5</b>	
Head Night Custod - Sr High	
Head Custodian - Tate	
Step 1	21.48
Step 2	21.90
Step 3	22.33
Step 4	22.75

<b>Group 6</b>	
Head Custodian - Junior High	
Step 1	21.69
Step 2	22.11
Step 3	22.53
Step 4	22.96

<b>Group 7</b>	
Head Custodian - Senior High	
Step 1	23.33
Step 2	23.75
Step 3	24.18
Step 4	24.61

The 2023-2024 fiscal work year will contain 2080 hours (260 days).

<b>2023-2024 Class S Wages</b>		
Note: All Groups B through F must meet the requirements of the previous level to qualify for advancement to the next highest Group. Experience can be with the District or in a closely related industry position.		
<b>CRAFTS A - \$23.00</b>		
<b>Crafts Level Assistant</b>	<b>Grounds Maintenance 1</b>	<b>Maintenance 1</b>
Beginning level, one year or less of crafts experience, commit to apprenticeship or training program	Less than 2 years' experience	Less than 2 years' experience
Cabinetmaker Assistant Carpenter Assistant Controls Technician Assistant Electrician Assistant Finisher Assistant HVAC Assistant Locksmith Assistant Painter Assistant Plumber Assistant Preventive Maintenance Assistant Vehicle Mechanic Assistant	Grounds Maintenance 1	Maintenance 1
<b>CRAFTS B - \$26.66</b>		
<b>Crafts Level 1</b>	<b>Grounds Maintenance 2</b>	<b>Maintenance 2</b>
Part of apprenticeship program with less than 2 years' experience	Minimum 2 years' experience	Minimum 2 years' experience
Cabinetmaker 1 Carpenter 1 Controls Technician Assistant 1 Electrician 1 Finisher 1 Day Substitute HVAC 1 Locksmith 1 Mail Carrier Painter 1 Plumber 1 Preventive Maintenance 1 Vehicle Mechanic 1	Grounds Maintenance 2	Maintenance 2
<b>CRAFTS C - \$27.83</b>		
<b>Crafts Level 2</b>	<b>Grounds Maintenance 3</b>	<b>Maintenance 3</b>
Third year of apprenticeship or complete two years of trade school	Minimum 3 years' experience and Iowa Dot Applicators License	Minimum 3 years' experience
Cabinetmaker 2 Carpenter 2	Grounds Maintenance 3	Maintenance 3

Controls Technician Assistant 2		
Electrician 2		
Finisher 2		
HVAC 2		
Locksmith 2		
Painter 2		
Plumber 2		
Preventive Maintenance 2		
Refuse / Repairman		
Vehicle Mechanic 2		
Warehouseman		
<b>CRAFTS D - \$28.47</b>		
<b>Crafts Level 3</b>	<b>Grounds Maintenance 4</b>	<b>Maintenance 4</b>
Fourth year of apprenticeship or two years of trade school plus two years' experience	Minimum 4 years' experience and actively engaged in Turf Management program or equal	Minimum 5 years' experience
Cabinetmaker 3	Grounds Maintenance 4	Maintenance 4
Carpenter 3		
Controls Technician Assistant 3		
Electrician 3		
Finisher 3		
HVAC 3		
Locksmith 3		
Painter 3		
Plumber 3		
Preventive Maintenance 3		
Vehicle Mechanic 3		
Lead Day Sub		
<b>CRAFTS E - \$29.42</b>		
<b>Crafts Journeyman 1</b>	<b>Grounds Maintenance 5</b>	<b>Maintenance 5</b>
Minimum 5 years' experience and/or Journeyman designation by recognized Trade Union or Association or trade school plus 3 years' experience and recommended by Facilities Management Director	Minimum 5 years' experience with Turf Management AA Degree or equivalent Turf Specialist	Minimum 8 years' experience
Carpenter Journeyman 1	Grounds Maintenance 5	Maintenance 5
Cabinetmaker Journeyman 1		
Controls Technician Journeyman 1		
Electrician Journeyman 1		
Finisher Journeyman 1		
HVAC Journeyman 1		

Locksmith Journeyman 1		
Painter Journeyman 1		
Plumber Journeyman 1		
Preventive Maintenance Journeyman 1		
Vehicle Mechanic Journeyman 1		
District Head Custodian		
<b>CRAFTS F - \$30.48</b>		
<b>Crafts Journeyman 2 (F)</b>		
Minimum 10 years' experience and demonstrated ability to layout, estimate, organize associated trade groups and complete project with little or no supervision and be recommended by Facilities Management Director.		
Carpenter Journeyman 2		
Cabinetmaker Journeyman 2		
Finisher Journeyman 2		
Locksmith Journeyman 2		
Painter Journeyman 2		
<b>CRAFTS G - \$31.01</b>		
<b>Crafts Journeyman 3 (G)</b>		
Minimum of 20 years experience and demonstrated leadership capacity to organize other trades and outside vendors to take project from layout to satisfactory completion without supervision and recommendation by Facilities Management Director		
Carpenter Journeyman 3		
Cabinetmaker Journeyman 3		
Finisher Journeyman 3		
Locksmith Journeyman 3		
Painter Journeyman 3		
<b>CRAFTS H - \$31.54</b>		
<b>Crafts Level Master (H)</b>		
Masters License, issued by State of Iowa or ASE Certification		
Master Electrician		
Master HVAC		
Master Control Technician		
Master Plumber		
Master Mechanic		
<b>CRAFTS I - \$32.61</b>		
<b>Crafts Level Lead</b>		
Designated lead crew person, leadership ability, recommended by Facilities Management Director.		
Lead Carpenter		
Lead Electrician		
Lead Grounds Maintenance		
Lead HVAC		
Lead Controls Technician		

Lead Maintenance  
 Lead Plumber  
 Lead Preventive Maintenance  
 Lead Vehicle Mechanic  
 Lead Painter  
 Head Food Driver/Warehouseman

**APPENDIX C**  
 IOWA CITY COMMUNITY SCHOOL DISTRICT  
 SERVICE EMPLOYEES  
 2023-2024 LONGEVITY PAY

Years of Service	Hourly	Years of Service	Hourly
1	\$ 0.06	21	\$ 1.06
2	\$ 0.11	22	\$ 1.11
3	\$ 0.16	23	\$ 1.16
4	\$ 0.21	24	\$ 1.21
5	\$ 0.26	25	\$ 1.26
6	\$ 0.31	26	\$ 1.31
7	\$ 0.36	27	\$ 1.36
8	\$ 0.41	28	\$ 1.41
9	\$ 0.46	29	\$ 1.46
10	\$ 0.51	30	\$ 1.51
11	\$ 0.56	31	\$ 1.56
12	\$ 0.61	32	\$ 1.61
13	\$ 0.66	33	\$ 1.66
14	\$ 0.71	34	\$ 1.71
15	\$ 0.76	35	\$ 1.76
16	\$ 0.81	36	\$ 1.81
17	\$ 0.86	37	\$ 1.86
18	\$ 0.91	38	\$ 1.91
19	\$ 0.96	39	\$ 1.96
20	\$ 1.01	40	\$ 2.01