

CONTRACT AGREEMENT
BETWEEN

SAYDEL COMMUNITY SCHOOL DISTRICT

AND

PUBLIC, PROFESSIONAL
AND MAINTENANCE EMPLOYEES

LOCAL UNION No. 2003

STATE OF IOWA

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
(IUPAT) AFL-CIO



Effective July 1, 2023
Through June 30, 2025

(Updated 04/10/2023)

PREAMBLE

The agreement entered into by and between Saydel Community School District and Public, Professional and Maintenance Employees Local Union 2003, State of Iowa International Union of Painters and Allied Trades (IUPAT), AFL-CIO represents the complete and final agreement on all bargainable issues.

ARTICLE I DEFINITIONS

- A. The term "Employer" as used in this Agreement shall mean the Saydel Community School District. The term "Board" as used in this Agreement shall mean the Board of Directors of the Saydel Community School District or its duly authorized representatives or designees.
- B. The term "Employee" as used in this Agreement shall mean the employees included in the bargaining unit described below.
- C. The term "Union" as used in this Agreement shall mean the Public, Professional and Maintenance Employees Local Union 2003, International Union of Painters and Allied Trades (IUPAT), AFL-CIO or its duly authorized representatives or designees.
- D. The term "Act" as used in this Agreement shall mean the Iowa Public Employment Relations Act, Chapter 20 of the Code of Iowa 1997, and any acts amendatory thereto.
- E. The term "year round full-time employee" as used in this agreement shall mean all employees who regularly work thirty (30) hours a week or more for the District with a twelve (12) month schedule. The term "school year full-time employee" as used in this agreement shall mean all employees who regularly work thirty (30) hours a week or more for the District with a schedule of less than twelve (12) months.
- F. The term "regular part-time employee" as used in this agreement shall mean all employees who regularly work less than thirty (30) hours a week for the District.
- G. The term "Superintendent" as used in this agreement shall mean the Superintendent or the Superintendent's designee.

ARTICLE II RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for, and limited to, the appropriate bargaining unit as determined and ordered by the Iowa Public Employment Relations Board in Certification Instrument (Case Number 849) issued by the PERB on the first day of December, 1976, and Case Number 966 issued by the PERB on the 28th day of April, 1997, and any amendments thereto. The unit described in the above certification is as follows:

INCLUDED: All non-probationary bus drivers, custodians, maintenance personnel, mechanics, food service personnel, cooks, assistant cooks, dishwashers, cafeteria aides, laundry service personnel, parking lot attendants, teacher aides, attendance clerks, and Middle School/High School bookkeepers.

EXCLUDED: All other employees of the District, and all employees excluded by Section 4 of the Act.

ARTICLE III
SEPARABILITY AND SAVINGS

If any provisions of this agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances such provisions shall become inoperative but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE IV
UNION RIGHTS

- A. Use of Facilities. The Union shall have the right to make use of school buildings and facilities at reasonable times for a reasonable number of meetings, and to make use of equipment, including copiers, printers, and audiovisual equipment. Use of the buildings shall in no way interfere with any aspect of the instructional or extracurricular program. The use of equipment shall be only when it is not otherwise in use for instructional or extracurricular programs. The union shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any out-of-pocket expenses which the school district may incur because of the use of facilities or equipment. The principal of the building shall be notified of the time and place of all meetings and shall be required to give prior approval of all such meetings.
- B. The Union may use district mail systems for communications to employees with approval of the Superintendent or designee.
- C. The Union shall be permitted to post official notices in the area where unit employees regularly work. All notices must be approved by the Superintendent or his/her designee before posting is authorized.

ARTICLE V
STEWARDS

The Employer recognizes the bargaining unit's right to have a maximum of two (2) stewards to be selected by the Employees from among the employees in each individual unit. The Union shall notify the Employer of the names of any new stewards selected by the bargaining unit.

ARTICLE VI
VISITATION

The Union shall notify the Employer of the name of the business representative. The business representative will be permitted to visit the employee's work site to ascertain the agreement is being complied with. The business representative will obtain permission from the Superintendent or his/her designated representative prior to each visit and will not interfere with the Employer's operation.

ARTICLE VII
WAGES AND SALARIES

- A. Employees shall be paid at the rate specified for their job classification of Schedule A attached to this Agreement.
- B. Pay period. Payment shall be made on the 5th and the 20th day of each month. When a pay date falls on a holiday or weekend, employees shall receive their paychecks on the last previous working day.
- C. Employees who are transferred to a higher job classification for twenty (20) or more working days shall be paid at a higher rate after completion of the twentieth day, retroactive to the first working day in the higher classification.
- D. Longevity. All regular employees will receive five cents (\$0.05) per hour, in addition to the hourly wage rate, after each full year of continuous employment with the District. Longevity will begin with the effective date of Schedule A rate increases.
- E. Overtime shall be paid at the rate of time and one-half (1 ½) the Employee's straight time hourly rate for work performed in excess of regular scheduled forty (40) hours in any given work week.
- F. Work performed on Sunday will be paid for at time and one-half (1 ½) the Employee's straight time hourly rate.

ARTICLE VIII
FINALITY AND EFFECT OF AGREEMENT

- A. This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining from July 1, 2023 through June 30, 2025. The parties agree to reopen negotiations to meet and confer on wages only for year two of the agreement.
- B. Past practice shall not constitute part of this Agreement and any subsequent or supplementary agreement must be reduced to writing and executed by both parties to be effective.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject as provided in Section 9 of the Iowa Public Employment Relations Act designed under said section as negotiable for collective bargaining purposes, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

By mutual agreement, this Agreement may be amended or modified and such amendments or modifications shall become part of this agreement when signed and ratified by both parties.

This Agreement signed the 11th day of April, 2023.

SAYDEL COMMUNITY SCHOOL DISTRICT

By: _____
President, Board of Directors

By: _____
Chief Negotiator

PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES

By: _____
President

By: _____
Chief Negotiator

SCHEDULE A

JOB CLASSIFICATION AND STRAIGHT TIME – HOURLY WAGE RATE

<u>Job Classification</u>	<u>Base Rate</u> <u>2023-2024</u>	<u>Base Rate</u> <u>2024-2025*</u>
Custodian (Full-Time)	\$19.03	-
Custodian (Part-Time)	\$17.64	-
Maintenance Worker / Groundskeeper	\$20.19	-
Kitchen Manager	\$18.99	-
Kitchen Cook	\$17.00	-
Kitchen Aide	\$16.50	-
Teacher Associate – Special Education	\$16.61	-
Teacher Associate – Specified Program	\$16.61	-
Teacher Associate – General Duties / Supervision	\$16.00	-

Additional Certifications/Responsibilities:

Any Special Education Associate who holds an active Generalist 1 Certification or teaching license will receive an additional \$.50 per hour subject to Superintendent (or designees) approval. Maintenance workers/groundskeepers who attain additional certifications, required by the district, shall receive additional wages up to \$1.00 per hour as approved by the Superintendent. This includes, but is not limited to: Additional leadership responsibilities (long-term or temporary), trades training (e.g. electrical, mechanical, construction, or maintenance), chemical certification, asbestos training, and other approved work related certifications that provide the district substantial benefit. Once approved, the differential pay shall be in place for the remainder of the school year. The assignment of differential pay will be evaluated annually. It will be the responsibility of the employee to work with his or her direct supervisor to submit written requests and proper documentation to the superintendent (or designee).

* **Wage Reopener:** The parties agree to reopen negotiations to meet and confer on wages only for year two of the agreement.