

SAYDEL

CONTRACT AGREEMENT BETWEEN

**SAYDEL COMMUNITY SCHOOL
DISTRICT**

AND

**PUBLIC PROFESSIONAL
AND MAINTENANCE EMPLOYEES**

LOCAL UNION NO. 2003

STATE OF IOWA I.U.P.A.T., AFL-CIO

MAINTENANCE EMPLOYEES LOCAL UNION 2003

STATE OF IOWA

INTERNATIONAL UNION OF PAINTERS AND ALLIED

TRADES, IUPAT, AFL-CIO

2018-2019

2019-2020

2020-2021

PREAMBLE

This 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 “regular full-time employee” as used in this agreement shall mean all employees who regularly work forty (40) hours a week or more for the District.
- F. (1) The term “regular part-time employee” as used in this agreement shall mean all employees who regularly work less than forty (40) hours a week for the District.
(2) For all employees hired on or after July 1, 2011, the term “regular part-time employee” as used in this Agreement shall mean all employees who regularly work thirty (30) hours or more per week, during the regular school term, but less than forty (40) hours per week for the District. The change from 32 hours to 30 hours is due to compliance with the Affordable Care Act.
- 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 regularly employed 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 typewriters, mimeograph machines, other duplication equipment, calculating machines, 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 system for communications to employees.

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 (custodians, cooks, teacher aides). 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
BULLETIN BOARDS

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 VIII
GRIEVANCE PROCEDURE

- A. The parties agree that there should be an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement.
- B. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. There shall be no obligation by the Employer to consider any grievance not filed or appealed in a timely manner.
- C. An aggrieved person must be represented at all steps of the grievance procedure by himself/herself, and at his/her option, by a representative selected or approved by the Union. When the Union does not represent the grievant, the Union shall have the right to be present at all levels as a party of interest. Union retains the right to approve all settlements.
- D. Steps of the Grievance Procedure:
 - Step 1. An Employee shall discuss an alleged grievance orally with the employee's immediate supervisor within five (5) working days following the alleged occurrence in an effort to resolve the matter informally. (Refer to Attachment A for the current employee table of organization).
 - Step 2. If the oral discussion of the Step One fails to resolve the matter, the Employee shall present a grievance in writing to the designated supervisor within five (5) working days from the date of the informal meeting in Step One. Within five (5) working days of receipt of the written grievance, there shall be a meeting between the supervisor and the Employee. Within five (5) working days after the Step Two meeting, the supervisor will answer the grievance in writing.
 - Step 3. If the supervisor's answer in Step Two fails to solve the alleged grievance, the Employee shall refer the alleged grievance in writing to the school Superintendent or the designated representative within five (5) working days of the receipt of the Step Two answer. A meeting with the Employee and the school Superintendent or his/her designated representative shall be held within ten (10) working days after receipt of the grievance by the Superintendent. Within five (5) working days of the meeting, the Superintendent or his/her designated representative shall indicate his/her disposition of the grievance in writing and furnish a copy thereof to the Union.

ARTICLE IX
HEALTH AND SAFETY

- A. The Employees must report any injuries due to work or incurred while working, to the Business Manager or in his/her absence to the Superintendent's office within twenty-four (24) hours of the time the injury is sustained.
- B. The Employer may require any employee to receive a physical examination, when in its judgment such an examination is relevant to an Employee's performance or status. The examining physician shall be selected by the Employer and the Employer shall pay the cost of such examination.
- C. Tobacco use and/or tobacco possession is strictly prohibited on all school grounds, in school equipment, as well as at all events.

ARTICLE X
EMPLOYEE TRAINING & WORK BREAKS

- A. The Employer shall schedule in-service meetings, as the Employer deems necessary.
- B. FULL-TIME EMPLOYEES.
 - 1. WORKDAY. The normal workday shall consist of eight (8) hours of work. One-half (1/2) hour as close to the middle of the shift as possible should be observed as a paid lunch period.
 - 2. WORK WEEK. The normal work week shall be forty (40) hours per week.
 - 3. REST PERIODS. Employees shall be granted a fifteen (15) minute rest period during the first four hours of the shift and a fifteen (15) minute rest period during the second four hours of the shift. The rest periods shall be scheduled as near the middle of the shift as possible.
- C. PART-TIME EMPLOYEES.
 - 1. WORKDAY. The normal workday shall be assigned by the Employer.
 - 2. WORK WEEK. The normal work week shall be assigned by the Employer.
 - 3. Any employee working more than five (5) consecutive hours will receive a paid thirty (30) minute lunch break.
 - 4. Any employee working four (4) consecutive hours, but who does not qualify for a paid lunch, shall be granted a fifteen (15) minute rest period. The rest period shall be scheduled as near the middle of the scheduled shift as possible.

ARTICLE XI
WAGES AND SALARIES

- A. Employees shall be paid at the rate specified for their job classification of Exhibit "A" attached to this Agreement.
- B. Pay period. Payment shall be made the 20th day of each calendar month. When the 20th day falls on or during a school holiday, vacation or weekend, or a day when school is not in session employees shall receive their paychecks on the last working day prior to the twentieth.

benefits. Three (3) days per year of accumulated sick leave may be used for illness or injury of the employee's spouse or minor child.

B. Bereavement Leave.

1. IMMEDIATE FAMILY. Employees shall be allowed a total of five (5) days per occurrence for death in the member's immediate family as hereinafter defined. Immediate family bereavement leave shall be granted in case of death of the spouse, child, father, mother, mother-in-law, father-in-law, brother, sister or grandchild of said Employee. Employees shall be allowed a total of three (3) days per occurrence for death of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, or grandparent.
2. EXTENDED FAMILY AND FRIENDS. Employees shall be allowed a total of two (2) days per year leave, not cumulative, for the death of the employee's extended family and friends.

C. Emergency Leave.

Employees shall be allowed a total of three (3) days per year leave, not cumulative, for emergencies as hereinafter defined. An emergency is an unexpected occurrence, unusual and infrequent in occurrence, which requires the employee's absence from work.

D. Personal Days.

1. Two (2) days per year may be allowed to conduct personal business.
2. Except in the case of an emergency situation, application shall be made in writing at least five (5) school days prior to the requested leave date and must be submitted to the office of the Superintendent for approval. Should an emergency situation occur where it would not be possible to make application for prior approval, the necessity of securing prior approval shall be waived. However, the affected employee shall be expected to notify his/her principal, or the principal's designee, of such an emergency. It is understood that when the situation occurs, the employee shall be required to make formal application for approval upon the day of return from such leave.
3. The day immediately preceding or immediately following a legal holiday or school recess or the first or last week of school shall not be recognized as a personal leave day.
4. Those employees whose religious affiliation requires that the employee observe and attend recognized holidays within said religion may use personal leave days for that purpose and said employee shall not have the cost of the substitute deducted.

ARTICLE XIII
VACATIONS

- A. Eligibility. All regular full-time twelve (12) month Employees will be given vacations as provided herein. Such Employees shall be granted an annual paid vacation on their anniversary date of full-time employment.
- B. Pay. Employees entitled to a paid vacation will be paid on the basis of their regular straight time rate for forty (40) hours for each week.

C. Vacation Periods. The following schedule of vacation periods shall apply.

One (1) year but less than five (5)	two (2) weeks
Five (5) years but less than ten (10)	three (3) weeks
Ten (10) years and over	four (4) weeks

D. Limitations. Vacation bids will be honored and scheduled according to seniority. The scheduling of vacation for Employees shall be made by the Employer. Employees who have earned vacations cannot postpone or defer a vacation from one (1) year to the next. No Employee shall be paid vacation pay in lieu of taking a vacation. Employees may take not more than two (2) consecutive weeks of vacation at any one time. The Employer reserves the right to limit the number of employees on vacation at the same time. Employees desiring a longer vacation than two (2) weeks may make application to the Superintendent of Schools. The Superintendent of Schools will consider such requests on a case by case basis.

E. Vacation Rights. Employees who resign with two (2) weeks prior notice shall be compensated for earned vacation.

ARTICLE XIV **HOLIDAYS**

A. Employees who have completed the probationary period are eligible for the following paid holidays to wit.

1. Regular twelve month full-time employees.

- a) New Years Day
- b) Memorial Day
- c) Independence Day
- d) Labor Day
- e) Thanksgiving Day
- f) Day after Thanksgiving Day
- g) Christmas Day
- h) Either the day before or day after Christmas Day as designated by the Superintendent
- i) New Years Eve Day

2. All other regular full-time employees.

- a) New Years Day
- b) Memorial Day
- c) Thanksgiving Day
- d) Day after Thanksgiving Day
- e) Christmas Day

3. Regular part-time employees.

- a) Thanksgiving Day
- b) Christmas Day

- B. Holiday Pay. Employees will be paid their regular rate of pay for the number of hours the employee is regularly assigned. To be eligible for holiday pay, the employee must meet the conditions that day, and the employee must work all of the regular hours on the work day preceding and on the work day following the holiday, unless on approved paid leave. Any employee on an unpaid leave of absence or layoff is not eligible for holiday pay.
- C. Holiday Work. Employees who work on a holiday shall be paid their holiday pay plus their regular rate of pay for the hours actually worked. Part-time employees shall not be required to perform duties on any of the holidays.

ARTICLE XV
SENIORITY

- A.
 - 1. Seniority means an Employee's length of continuous service with the Employer since his/her late date of hire.
 - 2. Date of hire shall be defined as the date the employee first reports for work. If two or more employees have the same hire date, seniority shall be determined by using the last two numbers of the employee's social security number, with the employee having the highest number being the most senior.
- B. Probation. A new Employee shall serve a probationary period of one (1) calendar year. Upon completion of the probationary period the Employee shall be put on a seniority list and the Employee's seniority shall be determined from the Employee's last date of hire. Probationary Employees may be terminated for any reason without recourse to any procedure in this Agreement. The Superintendent may extend a probationary period for an additional six (6) months in lieu of termination, in which case, the Employee's consent to such an extension must be obtained.
- C. Seniority List. The Union shall be furnished with a seniority list by job classification of all Employees covered by this Agreement within thirty (30) days after its execution.
- D. Employees shall not lose seniority for the following reasons:
 - 1. Job transfer within the bargaining unit.
 - 2. Approved leave of absence.
 - 3. Medical leave of absence.
 - 4. Military service.

ARTICLE XVI
FINALITY AND EFFECT OF AGREEMENT

- A. This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining from July 1, 2018 through June 30, 2021.
- 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.

Date: _____

Date: _____

By: Douglas Wheeler
Chief Negotiator for the School District

By: Mark Hubbard
Chief Negotiator for the Union

SCHEDULE A

JOB CLASSIFICATION AND STRAIGHT TIME – HOURLY WAGE RATE

<u>Job Classification</u>	<u>Base Rate 2018-19</u>	<u>Base Rate 2019-20</u>	<u>Base Rate 2020-21*</u>
Custodian (Full-Time)	\$17.18	\$17.48	\$17.78
Custodian (Part-Time)	\$15.85	\$16.15	\$16.45
Warehouse Custodian	\$17.58	\$17.88	\$18.18
Special Projects/Seasonal Help	\$10.00	\$10.00	\$10.00
Kitchen Manager	\$16.94	\$17.24	\$17.54
Cooks	\$14.94	\$15.24	\$15.54
Kitchen Aides	\$14.48	\$14.78	\$15.08
Cashier	\$14.43	\$14.73	\$15.03
Teacher Assistant-Special Education	\$14.63	\$14.93	\$15.23
Teacher Assistant-Specific Programs	\$14.63	\$14.93	\$15.23
Teacher Assistant-General Duties/Supervision	\$14.18	\$14.48	\$14.78

* In fiscal year 2020-21, if Supplemental State Aid is 2.5% or greater, the base rates will increase an additional \$.05 per hour.

Teacher Assistant Certification:

Any employee working in a position that requires certification beyond the Paraeducator-Generalist 1 Certification, as deemed necessary by the Superintendent, will receive an additional ten cent (\$0.10) per hour per certification (not to exceed three certifications). These additional trainings (which may include, but not limited to Generalist 2, Applied Behavioral Analyst, Functional Communication Training, 5-day Autism Training, PAES Training, etc), may or may not be paid by the District based on current student needs. Once approved for the additional differential pay that employee shall receive the differential pay for the remainder of the school year. The assignment of differential pay will be evaluated annually.