

MASTER CONTRACT

Between the

NORTH SCOTT COMMUNITY SCHOOL DISTRICT

and

**NORTH SCOTT EDUCATION
SUPPORT SPECIALISTS**

for the

School Year

2022-2027

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ARTICLE I
RECOGNITION AND DEFINITION

A. Recognition

The employer recognizes the Service Employees International Union, Local #199, as the certified exclusive and sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's certification in Case Number 4768 issued August 26, 1993 and amended May 20, 2002 by Public Employment Relations Board Case Number 6467. The Unit described in the above certification is as follows:

INCLUDED: All custodians, matrons, grounds, delivery, secretarial, mechanics, maintenance, teacher aides and cooks.

EXCLUDED: Supervisor of buildings and grounds, delivery, head cook, kitchen manager and all other school district employees and all others excluded under Section 4 of the Act.

B. Definitions

1. The term "Employer" shall mean the North Scott Community School District or, when specified hereinafter, its Board of Education or other representatives or agents.
2. The term "Employee" shall mean those employees specified by the Public Employment Relations Board certification and amendment and described in Section A above.
3. 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

A. Definitions

1. Grievance

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

2. Aggrieved Person

An “aggrieved person” is the person or persons or the Union making the complaint.

3. Party in Interest

A “party in interest” is the person or persons making the complaint and any person, including the Union or the Board, who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

3. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with his principal or immediate supervisor either directly or with the Union’s designated representative with the objective of resolving the matter informally.

4. Level Two - Principal (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at Level One, a grievance still exists, the aggrieved person may

invoke the formal grievance procedure through the Union. The grievance form shall be available from the Union representative in each building and said form shall be signed by the grievant and a representative of the Union. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor within twenty-five (25) days of the occurrence giving rise to the grievance. If the grievance involves more than one school building, it may be filed with the superintendent or his designee within such twenty-five (25) day period.

The appropriate principal or immediate supervisor shall indicate his disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Union.

If the aggrieved person or the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievant may appeal the grievance to Level Three within five (5) days of the step two answer.

5. Level Three- Superintendent

The superintendent or his designee shall meet with the aggrieved person and the Union within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance, the superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Union.

6. Level Four – Arbitration

(a) If the aggrieved person or the Union is not satisfied with the disposition of the grievance by the superintendent or his designee, the Union may submit the grievance to arbitration within five (5) school days of the superintendent's step three answer.

(b) Within ten (10) school days after written notice to the Board or designee of submission to arbitration, the Board and the Union shall attempt to agree upon 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 such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties shall alternately strike a name from the list until only one remains. The person whose name remains shall be the arbitrator.

- (c) The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue his decision not later than fifteen (15) school days from the date of the close of hearings or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall not add to, subtract from or modify the provisions of this agreement and shall be final and binding on the parties.
- (d) The cost for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the party in interest. Any other expenses incurred shall be paid by the party incurring same.
- (e) For grievances that occur or are processed during June, July, and August ten (10) school days shall mean ten (10) working days.

D. Rights to Employees to Representation

1. Employee and Union

Any aggrieved person must be present at the informal level of the grievance procedure and at any stage of the grievance procedure may at his/her option be represented and/or accompanied by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present at all formal levels as a party of interest and shall have the right to grieve any adjustment of the employee's complaint starting at step one of the grievance procedure if such adjustment is inconsistent or contrary to the provisions of this agreement.

2. Released Time

When a grievance meeting has been scheduled during the working day, said aggrieved person and/or Union representative shall be released without loss of compensation.

E. Miscellaneous

1. Group Grievance

If in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be

commenced at Level Two. The Union may process such a grievance through all levels of the grievance procedure.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Union. Decisions rendered at Level Four shall be in accordance with the procedures set forth in the Article on Arbitration.

3. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE III
SICK LEAVE

A. Accumulative Benefits

All employees shall be granted one hundred twenty (120) hours with pay each school year as of the first official day of the contract year. Unused sick leave shall be accumulated from year to year to a total of 1440 hours. (i.e., 15 days = 120 hours - 180 days = 1440 hours.) The school year shall be from July 1 to June 30. Employees will accrue hours in the same ratio as to the hours they work in a day. Example: Employees that are scheduled to work 5 hours per day will receive 75 hours per year, employees scheduled to work 4 hours per day will receive 60 hours per year, etc. Beginning with the 2009-10 contract, the maximum accumulation for full-time 12-month employees will be 2080 hours.

B. Notification of Accumulation

Employees shall be given by October 1, of each year, notice of accumulated sick leave as of the beginning of the current year.

C. Definition

1. Sick leave shall be that leave which is necessary because of illness or injury of the employee of such nature that the employee cannot perform the duties of his/her position.
2. Family Illness: Employees may use their accumulated sick leave for serious illness or accidents in the employee's immediate family -- immediate family being defined as husband, wife, children, parents of spouse and parents of employee. The term "children" includes grandchildren, stepchildren, foster

children and custodial children (such as but not limited to foreign exchange students), where one of these children is actually residing with the employee, as part of the employee's family unit, at the time of the serious illness or accident. The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for the use of such leave.

D. Job Related Illness or Injury

Absence due to injury or illness incurred in the performance of duties in accordance with board policy shall be charged against sick leave unless salary reimbursement is covered by Workmen's Compensation.

ARTICLE IV
TEMPORARY LEAVES OF ABSENCE

A. Request for Temporary Leave

Any request for temporary leave shall be filed in writing with the employee's principal or immediate supervisor four (4) working days prior to the date of absence. In case of emergency situations, requests may be made and permission for such leaves granted without prior written filing of request. Properly filled out forms for the record shall be filled out upon employee's return to work.

B. Paid Leave

1. Personal Leave

- (a) Personal leave shall be defined as absence from work for personal reasons.
- (b) A person wishing to take personal leave shall make application through their immediate supervisor on forms provided for this purpose indicating dates.
- (c) Two days per year of approved personal leave with pay shall be granted all employees. Approved leave beyond this amount shall be without pay. Personal leave may accumulate up to four (4) days.
- (d) Employees shall have the option of cashing in any unused personal leave days remaining at the close of the previous school year at the substitute pay rate for the employees position times the employees normal hours per day. Employees exercising this option will receive a check therefore in August.

2. Bereavement

- (a) Up to ten (10) days with pay shall be granted at any one time in the event of the death of an employee's spouse or child. Up to five (5) days with pay shall be granted at any one time in the event of the death of an employee's son-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, grandparent, grandchild or any other member of the immediate household. Up to two of the above days may be allowed for use, non-concurrently, to serve as executor or administrator of the estate for the relative. Up to one (1) day with pay shall be granted at any one time in the event of the death of an employee's aunt, uncle, niece, nephew or cousin.
- (b) Up to one (1) day annually with pay may be granted in the event of the death of a friend or relative outside of the immediate family as outlined above.
- (c) When necessary, additional leave days may be applied for under good cause. If such leave is not approved, unpaid leave will be granted.

3. Good Cause

Other temporary leaves of absence for good reason may be granted by the Board or its designee.

4. Jury Duty

Any employee called for jury duty during school hours shall be granted leave with pay. Any fees or remuneration the employee receive except mileage, during such leave shall be turned over to the North Scott School District.

5. Union

Up to ten (10) school days shall be available at the discretion of the Union for representatives of the Union to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. Leave cannot be for political reasons.

6. The school year for the above paid leave shall be July 1 to June 30.

C. Unpaid Leave

Other temporary leaves of absence for good reason without pay may be granted by the Board or its designee. Unpaid leave may be granted for periods of up to one year and may be renewed for similar periods, at the discretion of the Board or

its designee. Provided, however, that a permanently disabled employee shall not be granted an unpaid leave of more than twenty-four (24) consecutive months. Leaves taken in pursuant of this Article shall be in addition to sick leave to which the employee is entitled.

D. Family Medical Leave

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act.

ARTICLE V
EXTENDED LEAVES OF ABSENCE

All requests for leave covered in this Article shall be in writing and all responses in writing.

A. Personal Illness or Injury

An employee who is unable to work because of personal illness or injury and who has exhausted all sick leave or who wishes to not use any or all of his sick leave shall be granted a leave of absence without pay for the remainder of the year, and this leave may be renewed each year upon written request by the employee and approval by the Board. All benefits shall continue for the balance of the original contract year.

B. Family Illness

An extended leave of absence for up to one year may be granted to care for sick or injured members of the employee's family after exhausting all sick leave or choosing not to use sick leave. Such leave shall be without pay, benefits or experience credit. Additional leave may be granted at the discretion of the Board.

C. Union

A leave of absence for up to two years without pay, benefits, or experience credit shall be granted to any employee for the purpose of serving as an officer of the Union, its affiliates or on its staff. Leave cannot be for political reasons.

D. Military

Leave of absence shall be granted for any period of active state or federal military service. Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave as provided in Chapter 29A of the Code of Iowa.

On completion of such military service, the employee shall be entitled to resume the position formerly held without loss of salary or benefits that would have been received had such leave not been taken. Any employee whose military leave

exceeds a continuous period of six (6) months shall make application for reinstatement to the superintendent or his designated representative and return.

ARTICLE VI
HOLIDAYS

Holidays shall be as follows and shall be paid at the usual rate of pay and for the scheduled hours regularly worked at the time of the holiday.

All nine month employees will be granted the following holidays:

LABOR DAY	CHRISTMAS	WINTER BREAK (1 Day)
THANKSGIVING	NEW YEARS	EASTER BREAK (1 Day)
FRIDAY AFTER THANKSGIVING		
GOOD FRIDAY	MEMORIAL DAY	

All year round employees shall be granted July 4th, December 24th, and December 31st in addition to those listed above. When a holiday falls on Saturday, the employee shall be granted the preceding Friday. When a holiday falls on Sunday, the employee shall be granted the following Monday.

The employer shall notify the Union by July 1 of the school calendar.

ARTICLE VII
VACATIONS

Year round employees (12 months) will be entitled to the following paid vacations:

Upon hire	40 hours
Beginning of 2 nd contract year	80 hours
Beginning of 5 th contract year	120 hours
Beginning of 10 th contract year	160 hours

Year-round part-time (12 month) employees are entitled to the following paid vacation in accordance with the amount of hours worked. For example, 5 hour workers will receive 25 hours upon hire; 50 hours at the beginning of the 2nd contract year; 75 hours at the beginning of the 5th contract year; and 100 hours at the beginning of the 10th contract year. Anniversary dates will occur on July 1.

Vacation may be taken any time during the year with the approval of the immediate supervisor and the superintendent.

ARTICLE VIII
EARLY DISMISSAL

When school is dismissed early because of weather conditions, the employee's day shall terminate at the same time as the teacher's unless the employee's job must, at the discretion of the immediate supervisor, be completed that day and employees shall be paid for the hours worked on such days. An employees overtime pay calculation will not be reduced by reason of hours not worked due to an early dismissal because of weather conditions. Employees that leave early on such days will be allowed to make up the lost time during the same pay period in coordination with their immediate supervisor. If the early dismissal occurs on the last day of the pay period the employer will have two working days to schedule the make-up.

ARTICLE IX
WAGES

A. Hourly Rate of Pay

The hourly rate of pay of each classification of employees covered by this agreement is set forth in the Salary Schedule attached hereto. Anniversary dates shall occur July 1.

B. Method of Payment

Employees shall be paid every other Thursday for work performed or paid leaves of absence through that previous Sunday. All pay checks will be direct deposit.

C. Overtime Compensation

Overtime shall include only that work performed by the employee at the direction of the immediate supervisor. Overtime shall be computed on an actual time basis, and shall be for hours worked over forty (40) hours in a week. Overtime shall be paid at a rate of time and one-half of the employee's regular straight time hourly rate. If an employee works overtime on a Saturday or Sunday as the result of a non-school sponsored activity in which the district charges a fee to the organization renting the building, the employee shall be paid double time as a part of the rental fee.

D. Paid Holidays and Paid Sick Leave

Employees shall be compensated for paid holidays and paid sick leave at a rate which is commensurate with their normal work day.

E. Longevity Pay

Employees with five (5) or more years of experience with the District will receive longevity pay of ten cents (10¢) per hour. Employees with ten (10) or more years

of experience with the District will receive longevity pay of fifteen cents (15¢) per hour. Employees with fifteen (15) or more years of experience with the District will receive longevity pay of twenty cents (20¢) per hour. Employees with twenty (20) or more years of experience with the District will receive longevity pay of twenty-five cents (25¢) per hour. Employees with twenty-five (25) or more years of experience with the District will receive longevity pay of thirty cents (30¢) per hour. Employees with thirty (30) or more years of experience with the District will receive longevity pay of thirty-five cents (35¢) per hour.

ARTICLE X
DUTY-FREE LUNCH

Employees shall receive a one-half hour duty free lunch without pay.

ARTICLE XI
EXTRA-DUTY

Custodians shall be allowed to trade extra-duty with another custodian, providing it is agreed upon by both custodians involved with the approval of the supervisor.

ARTICLE XII
OTHER PAYROLL DEDUCTIONS

Upon the appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for tax sheltered annuities and the Family Credit Union. The employer will provide the employee with an annual notice of the last date for submitting forms for deduction and the final date to change deductions. Annuities and credit union withholdings are binding for twelve (12) months and are not subject to change for twelve (12) months.

ARTICLE XIII
HOURS OF WORK

- A. The purpose of the Article is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work shall be made by the employer and may be changed from time to time to meet changing needs.
- B. The normal work week for regular full time employees shall be thirty (30) to forty (40) hours work excluding lunch periods. The normal work week for regular part-time employees shall be less than thirty (30) hours excluding lunch periods.
- C. When other than emergency changes in the work schedule are made, employees will be given one week's notice.

- D. Those so-called nine-month employees that are hired for part-time summer work on a regular basis will be treated as 12-month employees if the summer work plus their 9-month job is substantially equivalent to 12 months employment.
- E. Employees regularly working fewer than 5 days per week, (except employees that are involuntarily transferred to such positions and except employees holding such positions as of May 1, 2008) will receive pro-rated sick leave and family illness benefits in the proportion that weekly hours normally worked compared to a 40 hour per week employee.

ARTICLE XIV
FILES

Copies of any materials evaluative in nature which are placed in his/her personnel file are to be provided to the employee within ten (10) school days of its placement in the file. The employee shall sign and date evaluations at the time they are placed in the file. The signature shall mean awareness of the material and not agreement.

ARTICLE XV
COMPLIANCE CLAUSES AND DURATION

A. Separability

If any provision of this agreement or any application of this agreement to any employee or group of employees is held contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law and the Board and Union shall enter into immediate negotiations to comply with the law. All other provisions or applications shall continue in full force and effect.

B. Printing Agreement

Copies of this agreement shall be given to all present and new employees by the Board and the Board shall provide the Union with ten (10) copies.

C. Notices

Whenever any notice is required to be given by either of the parties of this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by e-mail or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Union to Board: Superintendent at his/her place of work.
2. If by Board to Union: Union Representative at his/her place of work.

D. Duration Period

The language of this agreement shall be in effect as of July 1, 2022 and shall continue in effect until June 30, 2027.

E. Signature Clause

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 signatures placed thereon, all on the _____ day of _____ 2022.

NORTH SCOTT EDUCATION
SUPPORT SPECIALISTS

NORTH SCOTT COMMUNITY
SCHOOL DISTRICT

By _____
Local President

By _____
Superintendent

By _____
Chief Negotiator

By _____
Board President

By _____
Chapter Co-President

CLASSIFIED SALARY SCHEDULES
2022-23

9 or 10 MONTH EMPLOYEES													FOOD SERVICE				
Pay Codes: 113, 122, 123, 158, 218, 225, 238, 239, 240-242, 244-249, 254, 256, 258-260, 271, 285-287, 292, 294, 298													Pay Groups: C-9, CT-9, J, OTH				
Include overtime pay codes 160, 302 on settled package in create payroll wages.													Pay Codes: 123, 240-242, 271				
													Pay Groups: B, H				
TEACHER AIDES					COMPUTER TECHNICIANS	SIGN LANGUAGE INTERPRETER	OTHER	SECRETARIAL STAFF					NUTRITION FUND				
Lane	1	2	3	4	5	7	9	10	12	13	14	15	16	17	Lane	18	19
Step	244,248 249,256 258,292	245, 246 260, 261 294	286 Level III Aide *	285 Level III Aide with Para Cert *	158 State-Wide Voluntary 4-Yr-Old Aide **	287 Computer Technician	218 Licensed Interpreter	225,254 Accompanist /Job Shadow	122,123 Attendance Clerk/ Secretary	(None)	113,259, 262 Guidance/ Elem/ Jr High/HS Asst Prin	112 HS Principal Secretary	16	17	Step	242 Helper	240,241 Cook/ Baker/ Van Driver
1	14.53	15.05	14.64	15.15	15.36	20.27	21.58	18.04	15.12	15.71	16.10	16.24			1	14.25	14.48
2	14.68	15.19	14.79	15.30	15.63	20.53	21.58	18.61	15.49	16.08	16.54	16.69			2	14.39	14.65
3	14.85	15.36	14.95	15.46	15.63	20.79	21.58	19.11	15.65	16.24	16.71	16.89			3	14.55	14.81
4	14.99	15.50	15.10	15.61	15.63	20.79	21.58	19.11	15.81	16.39	16.87	17.10			4	14.68	14.97
5	15.27	15.78	15.37	15.88	15.63	20.79	21.58	19.11	16.07	16.67	17.13	17.41			5	14.92	15.23

Longevity Increments

Years 6 - 10	10 Cents
Years 11 - 15	15 Cents
Years 16 - 20	20 Cents
Years 21 - 25	25 Cents
Years 26 - 30	30 Cents
Years 31 +	35 Cents

**CLASSIFIED SALARY SCHEDULES
2022-23**

12 MONTH EMPLOYEES															
Pay Codes: 112,113,123,257,259,263,267,288										Pay Groups: C-12, CT-12, O, TR, U					
	COMPUTER TECHNICIANS	CUSTODIANS AND GROUNDSMEN					MECHANICS			SECRETARIAL STAFF					
Lane	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Step	Computer Technician	Custodian/ Grounds	HS Night Lead/ Elementary Head Custodian	Jr High Head Custodian	HS Head Custodian			Assistant Mechanic	Mechanic		Attendance Clerk/ Secretary	(None)	113,259 Guidance/ Elementary/ Jr High/HS Asst Principal	112 HS Principal Secretary	
1	20.27	18.47	18.73	18.95	19.28			17.98	24.30		15.12	15.71	16.10	16.24	
2	20.53	18.64	18.90	19.11	20.00			18.51	24.83		15.49	16.08	16.54	16.69	
3	20.79	18.80	19.04	19.26	20.78			19.03	25.35		15.65	16.24	16.71	16.89	
4	20.79	18.80	19.04	19.26	20.78			19.03	25.35		15.81	16.39	16.87	17.10	
5	20.79	18.80	19.04	19.26	20.78			19.03	25.35		16.07	16.67	17.13	17.41	

Longevity Increments

Years 6 - 10	10 Cents
Years 11 - 15	15 Cents
Years 16 - 20	20 Cents
Years 21 - 25	25 Cents
Years 26 - 30	30 Cents
Years 31 +	35 Cents