

Master Contract

Between

Perry Community School District

And

Perry Support Staff Association (PSSA)

July 1, 2023

through

June 30, 2026



Board Approved: March 6, 2023

TABLE OF CONTENTS

ARTICLE I	AGREEMENT AND RECOGNITION
ARTICLE II	LABOR-MANAGEMENT RELATIONS
Section 2.1	Request for Meetings
Section 2.2	Negotiations' Team
Section 2.3	Facilities and Equipment Usage
Section 2.4	New Employee Orientation
Section 2.5	Labor /Management Committee
ARTICLE III	GRIEVANCE PROCEDURE
Section 3.1	Definitions
Section 3.2	Purpose
Section 3.3	Individual Freedom Clause
Section 3.4	Limitations
Section 3.5	Procedures
Section 3.6	Meetings and Hearings
Section 3.7	Disciplinary Action
ARTICLE IV	HEALTH AND PHYSICAL EXAMINATIONS
Section 4.1	Examinations
Section 4.2	Reimbursement
Section 4.3	Mandatory Examinations
ARTICLE V	HOLIDAYS
Section 5.1	Paid Holidays
Section 5.2	Eligibility
Section 5.3	Holiday Pay
Section 5.4	Holiday Work
ARTICLE VI	VACATIONS
ARTICLE VII	LEAVES OF ABSENCE
Section 7.1	Sick Leave
Section 7.2	Bereavement Leave
Section 7.3	Personal Leave
Section 7.4	Leave Without Pay
Section 7.5	Union Leave
Section 7.6	Catastrophic Leave
ARTICLE VIII	WAGES
Section 8.1	Pay Periods
Section 8.2	Base Wages
ARTICLE IX	ENTIRE AGREEMENT AND WAIVER CLAUSE
ARTICLE X	SAVINGS CLAUSE
ARTICLE XI	TERMS OF AGREEMENT

ARTICLE I
AGREEMENT AND RECOGNITION

This Agreement is made and entered into between the Board of Education of the Perry Community School District (hereinafter referred to as the Employer) and the Perry Community School Support Staff Association, United Electrical, Radio and Machine Workers of America (UE) Local 895 (hereinafter referred to as the Union).

WITNESSETH:

Whereas, certain understandings have been reached which the Employer and the Union desire to incorporate into a written Agreement

Now, therefore, in consideration of the following mutual covenants, it is hereby agreed as follows:

The Board of Directors of the Perry Community School District recognizes the Perry Community School Support Staff Union as the exclusive bargaining representative for the employees of the Perry Community School District in the following bargaining unit:

INCLUDED: Bus Drivers, Food Service Employees, Custodians, Secretaries/Building Administrative Assistants, Paraeducators, and Crossing Guards.

EXCLUDED: All supervisory employees including but not limited to, Managers, Directors, and Technicians. Also excluded are all administration center employees, and all other person excluded by Section 4 Chapter 20, Code of Iowa.

ARTICLE II
LABOR-MANAGEMENT RELATIONS

2.1 Request for Meetings

The Employer and the Union shall meet for the purpose of negotiating a Collective Bargaining Agreement. Requests from the Union for negotiation meetings shall be made by the Union's designated representative. Requests from the Employer shall be made by its designated representative.

Negotiations are to start on or after September 1st. After this date, either party may request the first meeting according to the following rules.

Within ten (10) days of the date of the request, a mutually convenient time and place for the first meeting shall be established. The first meeting shall take place no later than twenty-four (24) days following the date of the request. At this time, the party requesting the first meeting will present its proposals on each article of the present contract. This does not preclude the addition of new articles or proposals as permitted by law.

Additional meetings shall be as agreed upon by the negotiating representatives.

Negotiations will not take place between 8:00 a.m. - 4:00 p.m. on a school day except by mutual agreement of the Employer and the Union.

2.2 Negotiations' Team

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals and counter proposals and reach tentative agreement on items being negotiated.

2.3 Facilities and Equipment Usage

The Union shall have the right to hold meetings on school district property after regular school hours. As appropriate, such meetings will be scheduled with the district office or local school.

Any visitor to the school must obtain permission from the building principal or the principal's designee before they talk to staff members during work hours.

The Union shall be provided with bulletin board space in each school. Only authorized representatives of the Union will use the designated bulletin board space for Union announcements and all material posted will relate only to the Union's official business.

Duly authorized representatives of the Union and its respective affiliates shall not talk to any employee on school property during work hours, unless the employee's supervisor grants permission.

2.4 New Employee Orientation

One representative of the local union shall be granted up to thirty (30) minutes for Union orientation during the first thirty (30) days of employment for new bargaining unit employees either as a group or with individuals.

The thirty (30) minute Union orientation shall be without loss of pay for the new employee(s) and union representatives.

2.5 Labor/Management Committee

A Labor/Management Committee will be established to open lines of communications and discuss workplace issues including language contained in the Support Staff Handbook.

ARTICLE III **GRIEVANCE PROCEDURE**

3.1 Definitions

A. Grievance

A grievance shall be a written complaint alleging that there has been a violation, misinterpretation or misapplication of any specific provision of this Agreement. A grievance shall contain a statement indicating the issue involved, the relief sought, the date the incident or violation took place, and the section or sections of the contract involved. The grievance shall be presented to the designated employer representative on forms mutually agreed upon and furnished by the Union. The grievance shall be signed and dated by the grievant.

B. Grievant

A "Grievant" is the person or persons making an allegation of a contract violation.

C. Party in Interest

A "party in interest" is the person or persons bringing the grievance and any person who might be required to take action, or against whom action might be taken, in order to resolve the issue.

3.2 Purpose

The purpose of this procedure is to resolve, at the lowest possible step, disagreements which may arise under the provisions of this contract. All parties agree that these proceedings should be kept as informal and confidential as may be appropriate at any step of the process.

3.3 Individual Freedom Clause

The terms of this grievance procedure shall in no way negate the rights of any individual from meeting privately with the employer to resolve the employee's individual complaint.

3.4 Limitations

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

- A. 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 limit shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- B. It is agreed that any investigation or other handling or processing of any grievance by the aggrieved person shall be conducted so as to result in no interference with or interruption whatsoever of the work program.
- C. If any grievance has been denied because it has not been filed in the proper manner, the claimant will be allowed an additional five calendar days to refile. This clause does not permit refiling of any grievance barred by Section 3.4A.
- D. Time spent during normal working hours by the Union representative and grievant pursuant to Article III in the processing of grievances with the Employer shall be paid at their regular hourly rate.

3.5 Procedures

Step 1

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

If the grievance cannot be resolved informally, the grievant may file the grievance in writing and, at a mutually agreeable time, discuss the matter with the immediate supervisor. The filing of the formal, written grievance at Step 1 must be within fourteen (14) calendar days from the date of occurrence of the event giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) calendar days after receipt of the grievance.

Step 2

In the event a grievance has not been satisfactorily resolved at the first step, the grievant may file, within seven (7) calendar days of the supervisor's written decision at the first step, a copy of the grievance with the Superintendent. Within ten (10) calendar days after such written grievance is filed, the Superintendent or the Superintendent's designee shall meet with the grievant and Union representative if requested by the employee and attempt to resolve the grievance. The Superintendent or the Superintendent's designee shall file an answer within thirty (30) calendar days of the second-step grievance meeting and communicate it in writing to the Union representative and the supervisor.

Step 3

If the grievance is not resolved satisfactorily at step two, the Union may within thirty (30) calendar days, call for arbitration if written consent to such arbitration is provided by the employee whose grievance will be presented to the arbitrator, unless mutually agreed that the Board shall be the final authority. A single arbitrator shall be selected from a list of five (5) arbitrators provided by the Public Employment Relations Board. The two parties shall determine by lot who shall remove the first name. Each party shall be allowed 48 hours to submit to the other party the name crossed off this list. The strike procedure goes on in this way until one name remains. The person whose name remains shall be the arbitrator. The arbitrator shall render a decision within thirty (30) calendar days. This decision will be binding on both parties. An arbitrator's decision on a grievance may not change or amend the terms, conditions or applications of the collective bargaining agreement.

The public employer and employee organization shall share equally the fees and expenses incurred by the arbitrator. Any expenses for witnesses called or counsel used shall be borne by the party calling such witnesses or using such counsel.

3.6 Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest, and their designated representative, heretofore referred to in this article. Any arbitration hearing shall be conducted outside the employee workday, unless the employer, the aggrieved person, and the Union mutually agree to waive this requirement.

3.7 Disciplinary Action

The employer shall have the right to reprimand or take other appropriate disciplinary action against employees. Suspensions and terminations shall be the responsibility of the Superintendent. The employer shall recognize and consider progressive discipline where applicable.

Suspensions will be taken out of an employee's personnel file twenty-four (24) months after they are issued if no other discipline is received within that twenty-four (24) month period.

ARTICLE IV **HEALTH AND PHYSICAL EXAMINATIONS**

4.1 Examinations

Proof of the district required physical examination shall be submitted by all employees upon their initial employment.

4.2 Reimbursement

After employment, the employee shall have the *district required* physical examination as mandated by law. The employer shall pay up to a maximum of \$60 for the required physical examinations only, for those not covered by insurance for continued employment following a requisition from the employee with an attached copy of the doctor's billing showing a "paid" or "unpaid" indication. Employees covered by the *district provided* medical insurance must also provide evidence from the insurance company indicating that charges were submitted, and the amount paid by insurance.

For Bus Drivers, the District will reimburse for the cost of the bus physical, at a rate used at an area health clinic (in Dallas County) charging the least amount of money.

4.3 Mandatory Examinations

Employees whose physical, mental, and/or emotional well-being may be in doubt in the opinion of the employer shall present satisfactory examination results when requested to do so. When the employer has requested an examination, the employer will absorb the expense; provided the employer designates the extent of the examination and approves the examiner and/or physician in advance. Should the employee elect not to receive advanced approval of the examiner and/or physician and a second opinion is requested by the employer, the employer, at their expense, may designate the examiner and/or physician and the extent of the examination.

ARTICLE V
HOLIDAYS

When Christmas Day and New Year's Day fall on a weekend, either the Monday or Friday shall be deemed as the holiday (Friday when the holidays fall on Saturday and Monday when the holidays fall on Sunday). In such situations, the one additional day of vacation for the day before Christmas, or the day before New Year's Day, shall likewise be determined to be the Thursday or Tuesday of that week.

5.1 Paid Holidays

All support staff under a twelve month (248-260 day) written contract shall be granted the following paid holidays:

July 4	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	Christmas Eve and New Year's Eve Day
Day after Thanksgiving	Memorial Day
One Floating Holiday (for all bargaining unit employees to use during a no-school day)	

This does not preclude the employer declaring extra paid holidays when the circumstances warrant. Employees shall not be paid for either Christmas or Spring Recess unless required to work.

5.2 Eligibility

Any contract employee shall be eligible for holiday pay if he/she would have been scheduled to work on that day and if he/she worked the last scheduled day prior to the holiday and the next scheduled day following unless excused by the Superintendent.

5.3 Holiday Pay

Eligible employees who perform no work on a holiday shall be paid at their usual hourly rate, based on the number of hours they regularly work.

Holiday hours paid by the employer shall count as hours worked for the computation of overtime.

5.4 Holiday Work

If an employee is requested to work on a holiday, he/she shall be paid time and one-half for all hours worked in lieu of regular holiday pay.

ARTICLE VI
VACATIONS

Full time support staff personnel who work a regular schedule of thirty-seven and one half (37½) hours or more per week on a twelve month basis (52 weeks per year, 260 day contracts) shall be granted the following vacation time paid at the employee's regular hourly rate.

Two Weeks.....	during first full year, prorated throughout the year.
Three Weeks.....	after five full years.
Four Weeks.....	after ten full years.

For employees who work a regular schedule of thirty-seven and one half (37½) hours or more per week on a 12 month basis, but not 52 weeks per year (248 day contracts), the following shall apply:

Such employees shall be entitled to two weeks paid vacation per year at the employee's regular hourly rate. The paid vacation time shall not accumulate per year of work and shall remain at two weeks each year that an employee is qualified to receive the paid vacation.

Five (5) days of vacation time may be carried over into the following school year.

Any employee, who is laid off, discharged, retired or resigns prior to taking his/her vacation shall be compensated for the unused vacation accumulated at the time of separation.

In the event that an employee dies before receiving vacation pay for the year of death, the pro-rated share of vacation pay earned at the time of death for said year shall be paid to the estate of the deceased.

ARTICLE VII

LEAVES OF ABSENCE

7.1 Sick Leave

Employees who report for work shall be granted leave of absence for personal and family illness or injury with full pay at a rate of 15 days per year cumulative to 90 days. New employees, during their first year of employment, shall have their 15 days pro-rated, 5 days per trimester. When the employee reports to work to begin a school year and has accumulated the maximum allowable amount of personal illness leave, the employee shall also be credited with an additional 15 days of personal illness leave, limited, however, to the current school year. An employee may carry forward no more than 90 days to the subsequent school year.

In no case shall an employee who calls in sick be required by the employer to report to work or find their own substitute worker.

Sick leave shall be available in one-quarter (1/4) hour increments.

Employees may use their sick leave allotment for personal illness and illness in the immediate family (spouse, child, grandchild, parents, father-in-law, mother-in-law, sibling, significant other, son-in-law, daughter-in-law, grandparents, or full time member of household).

Thirty (\$30.00) Dollars will be paid for any days exceeding ninety (90) days at the end of each school year. The maximum carry over would be ninety (90) days.

7.2 Bereavement Leave

Bereavement 2... From one to five (1 to 5) days of leave, with pay, shall be granted at any one time in the event of the death of an employee's spouse, child, step-child, parent, step-parent, full time member of the household, or significant other.

Bereavement 1...A total of five (5) days leave, with pay, during the year may be granted to attend the funeral of a son-in-law, daughter-in-law, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, aunt-in-law, uncle-in-law, cousin, niece or nephew or significant other.

Bereavement leave shall be available in one-quarter (1/4) hour increments.

7.3 Personal Leave

Employees shall be granted leave of absence for personal leave with full pay at a rate of two (2) days per year. A personal leave day may be used for any purpose at the discretion of the employee.

An employee may accumulate a maximum of four (4) days of personal leave for any given year.

Personal leave may not be taken during the week preceding the end of the semester or trimester or the day before or after a holiday without the permission of the employee's supervisor. A supervisor may limit the number of employees taking personal leave on a given day to ten percent (10%) of the employees reporting to him/her.

Personal leave shall be available in one-quarter (1/4) hour increments.

7.4 Leave Without Pay

This leave must be arranged with the immediate supervisor and approved by the Superintendent in advance. The request and approval or denial shall be completed on a "leave of absence request" form furnished by the employer.

The employee may be asked to explain the reason for any leave time requested and restrictions may be imposed on requested leave time. The Parties recognize certain requests for leave without pay may be governed by the Family Medical Leave Act (FMLA).

Leave without pay shall be available in one-quarter (1/4) hour increments.

7.5 Union Leave

At the request of the Union, employees shall be granted an unpaid leave of absence for Union activities. Such employees shall accumulate seniority during the period of their leave of absence. Upon completion of such leaves of absence, such employees shall, upon the basis of their accumulation of seniority, be returned to their former position at the appropriate rate of pay.

Union Leave will be limited to two employees at any one time, with no employee using more than 15 days of Union Leave per contract year. Union Leave may be denied when the District is unable to find a suitable substitute for the employee requesting leave.

Union leave shall be available in one-quarter (1/4) hour increments.

7.6 Catastrophic Leave

In the event that an employee has a spouse or child who has a life threatening illness or has been involved in a life threatening accident, the following shall apply. The employee shall file with his/her supervisor a written request to receive catastrophic leave, stating the reasons why the employee is making the request. After the employee has made his/her written request for catastrophic leave, the employee, the employee's supervisor, and the Superintendent shall meet to review the situation. The employee shall cooperate with the Superintendent and provide the Superintendent with all of the information that he/she deems necessary to make a determination of whether the employee is eligible to receive catastrophic leave. The decision whether an employee is eligible to receive catastrophic leave, including the decision whether an employee continues to be eligible to receive catastrophic leave, is within the sole discretion of the Superintendent.

If the Superintendent determines that an employee is eligible for catastrophic leave, the employee shall use the leave for only the time the Superintendent deems the employee eligible to use the leave. An employee who is eligible for catastrophic leave shall exercise the use of his/her leave in the following order: (1) all Sick Leave days, up to a maximum of seventy-five (75); and (2) all Personal Leave days. This provision shall be administered consistently with the Family Medical Leave Act.

Catastrophic leave shall be available in one-quarter (1/4) increments.

ARTICLE VIII
WAGES

8.1 Pay Periods

Each employee will be paid semi-monthly. Employees will receive their checks by direct deposit or at their regular building on the 1st workday and the 16th calendar day according to their individual contract.

8.2 Base Wages

Administrative Assistants	Column 1-5	\$17.42
Paraeducators-Non Certified	Column 1-5	\$16.80
Paraeducators-Regular	Column 1-5	\$16.95
Paraeducators-Degree	Column 1-5	\$17.11
Cross Guard	Column 1-5	\$14.14
Custodians/Maintenance	Column 1-5	\$19.56
Food Service-Serving Help	Column 1-5	\$16.43
Food Service-Prep Cook	Column 1-5	\$16.63
Food Service-Cook	Column 1-5	\$16.95
Food Service-Kitchen Manager	Column 1-5	\$17.41
Transportation-Bus Drivers	Column 1-5	\$21.32

On July 1, 2023 all employees shall receive a \$.55 per hour wage increase and those at a five-year step will receive their 2023/2024 step movement.

ARTICLE IX
ENTIRE AGREEMENT AND WAIVER CLAUSE

This agreement supersedes and cancels all previous agreements, contracts, and practices between the district and the employee organization, unless expressly stated to the contrary, and together with any mutually agreed to amendments, supplemental hereto, constitutes the entire Agreement between the parties, and concludes collective bargaining during its term.

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 or matter not removed by law from the area of collective bargaining, 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, each voluntarily and unqualified waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during its term.

ARTICLE X
SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law.

ARTICLE XI
TERMS OF AGREEMENT

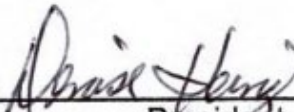
This agreement shall be in full force and effect from July 1, 2023 through June 30, 2026. UE Local 895 and the Perry Community School district will re-open the base wage for negotiations in each year of the agreement. Upon termination of the agreement all obligations under the agreement are automatically cancelled.

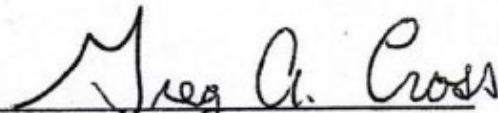
The Perry Support Staff Association and the Perry Community School District will negotiate salary & language in odd years and salary only in even years, unless both agree to alter this schedule.

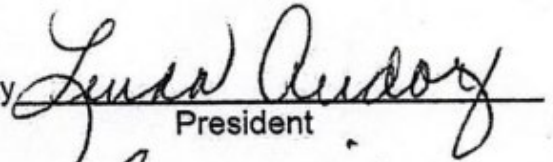
In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their representative chief negotiators, and their signatures placed hereon, all on the 6th day of March, 2023.

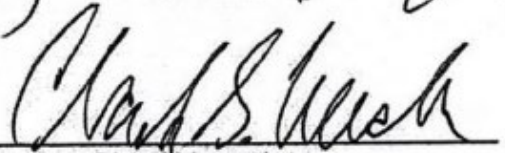
UE LOCAL 895
PERRY SUPPORT STAFF ASSOCIATION

PERRY COMMUNITY SCHOOLS
BOARD OF EDUCATION

By 
President

By 
Chief Negotiator

By 
President

By 
Chief Negotiator

**PERRY COMMUNITY SCHOOL DISTRICT
PSSA - PERRY SUPPORT STAFF ASSOCIATION**

July 1, 2023 - June 30, 2024
2023/2024 SALARY SCHEDULE

			(6 - 10)	(11 - 15)	(16 - 20)	(21 - 25)	(26 - 30)	(30+)
\$ 0.55	SUB RATE	1 - 5	OVER 5	OVER 10	OVER 15	OVER 20	OVER 25	OVER 30
INCREMENTS:			\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
ADMINISTRATIVE ASSISTANTS	\$17.42	\$17.42	\$17.72	\$18.02	\$18.32	\$18.62	\$18.92	\$19.22
PARAEDUCATORS								
Non-Certified	\$16.80	\$16.80						
Regular	\$16.80	\$16.95	\$17.25	\$17.55	\$17.85	\$18.15	\$18.45	\$18.75
Degree	\$16.80	\$17.11	\$17.41	\$17.71	\$18.01	\$18.31	\$18.61	\$18.91
CROSSING GUARD	\$14.14	\$14.14	\$14.44	\$14.74	\$15.04	\$15.34	\$15.64	\$15.94
CUSTODIANS/ MAINTENANCE	\$19.56	\$19.56	\$19.86	\$20.16	\$20.46	\$20.76	\$21.06	\$21.36
Shifts beginning at or after 2:30 PM will receive an additional \$0.40 per hour.								
FOOD SERVICE								
Serving Help	\$16.43	\$16.43	\$16.73	\$17.03	\$17.33	\$17.63	\$17.93	\$18.23
Prep Cook	\$16.43	\$16.63	\$16.93	\$17.23	\$17.53	\$17.83	\$18.13	\$18.43
Cook	\$16.43	\$16.95	\$17.25	\$17.55	\$17.85	\$18.15	\$18.45	\$18.75
Kitchen Manager	\$16.43	\$17.41	\$17.71	\$18.01	\$18.31	\$18.61	\$18.91	\$19.21
TRANSPORTATION								
INCREMENTS:			\$0.36	\$0.37	\$0.30	\$0.30	\$0.30	\$0.30
Bus Drivers	\$21.32	\$21.32	\$21.68	\$22.05	\$22.35	\$22.65	\$22.95	\$23.25
ACTIVITY TRIPS/ FIELD TRIPS								
Within District		\$10.50	/ per trip, or	\$17.00	/ per hour, whichever is greater.			
Outside of District		\$15.15	/ per trip, or	\$17.00	/ per hour, whichever is greater.			