

INDEPENDENCE COMMUNITY SCHOOL DISTRICT

Independence, Iowa

MASTER CONTRACT

Agreement Between

Independence Educational Support Personnel

(Secretaries, Food Service, Paraprofessionals, Custodians)

and the

Board of Education

July 1, 2019 – June 30, 2024

TABLE OF CONTENTS

| | | |
|--------------|---------------------------------------|---|
| Article I | Agreement | 2 |
| Article II | Recognition | 2 |
| Article III | Access to Members | 2 |
| Article IV | Letter of Assignment | 3 |
| Article V | Duration | 3 |
| Article VI | Wages | 3 |
| Article VII | Leaves | 4 |
| | A. New Employees | |
| | B. Annual Sick Leave | |
| | C. Unused Sick Leave | |
| | D. Personal Leaves | |
| | E. Leave for Immediate Family Illness | |
| | F. Bereavement Leave | |
| | G. Jury/ Legal Duty | |
| | H. Leave for Association Conventions | |
| | I. Absence Without Pay | |
| | J. Childbearing | |
| | K. Paid Holidays | |
| | L. Vacations | |
| | M. Units of Leave Allowed | |
| | N. Definition of a Day | |
| Article VIII | Employee Work Year | 7 |
| Article IX | Health Provisions | 7 |
| | Signature Page | 8 |
| Appendix A | Wage Schedule | 9 |

ARTICLE I AGREEMENT

Whereas the Independence Educational Support Personnel and the Board of Education of the Independence Community School District have reached certain understandings, which they desire to confirm in this Agreement, the parties hereto agree as follows:

ARTICLE II RECOGNITION

A. UNIT

The Board hereby recognizes the Independence Educational Support Personnel as the exclusive bargaining representative for the employees of the Independence Community School District as set forth in the Public Employment Relations Board (PERB) Order of Certification in Case Number 8250 issued on the 7th day of September, 2011.

B. DEFINITIONS

1. The term "Board," as used in this Agreement, shall mean the Board of Education of the Independence Community School District or its duly authorized representatives.
2. The term "employee," as used in this Agreement, shall mean all persons included in PERB Order of Certification in Case Number 8250 as amended.
3. The term "Association," as used in this Agreement, shall mean the Independence Educational Support Personnel or its duly authorized representatives.

ARTICLE III ACCESS TO MEMBERS

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Any person outside the official membership of the bargaining unit shall conduct his or her business before or after the regular workday as outlined in the contract.

ARTICLE IV LETTER OF ASSIGNMENT

Letters of assignment with classified personnel shall be in writing. Any such letter of assignment shall be consistent with the terms and conditions of this agreement.

ARTICLE V DURATION

This Agreement shall be effective as of July 1, 2019, and shall remain in effect until June 30, 2024. Either party to this Agreement may notify the other party in writing of any provisions of this Agreement that said party wishes to amend or modify and any deletions or additions thereto which said party wishes to enter negotiations in the coming contract period. This Agreement shall automatically continue in force and effect for an equivalent duration period for any items not specifically included in said notice. The parties agree Article VI Wages shall be open to negotiate wages for the 2020-2021 Master Contract and all following contract years.

ARTICLE VI WAGES

A. BASE WAGE

All new hires shall be paid according to the wage schedule (Appendix A). If any employee changes job classification within Appendix A, said employee will remain at their current hourly wage or be paid the base starting wage for the new classification, whichever is higher.

B. METHOD OF PAYMENT

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. Employees shall receive their check stubs electronically through email. For those receiving paper checks, they will be available the morning of the 20th at the administration office.

2. Exceptions

When a pay date falls on or during a bank holiday or weekend, employees shall receive their paychecks on the last previous working day.

3. Summer Checks

Summer checks, other than twelve month employees, shall be mailed to the address designated by the employee in writing.

4. Direct Deposit

Direct deposit is mandatory for all new employees to have their checks deposited in the bank of their choice.

ARTICLE VII LEAVES

- A. For new employees who start after the commencement of the normal work year, all leave will be prorated based on the number of days in the normal work year of said employee's employment category.

For currently assigned employees all leaves are available on the initial day of the work year. However, should employment terminate prior to the end of the work year, all leave will be prorated based on the number of days worked. Any leave taken in excess of the prorated amount will be reimbursed to the district as a deduction from the employee's last paycheck.

B. **ANNUAL SICK LEAVE**

All employees shall be granted leave for personal illness, injury, or medical appointments which cannot be scheduled outside of the normal work day, with full pay at the rate of fifteen (15) days per year beginning with the first official day of the work year whether or not the employee reports for duty on that day. The employee shall provide, upon request from the District, reasonable verification of illness and/or medical appointments as per the current law.

C. **UNUSED SICK LEAVE**

Days are accumulated to a maximum limit of one-hundred fifteen (115) days.

D. **PERSONAL LEAVES**

Each year, all employees shall be granted three (3) days of personal leave. Personal days are not allowed to be taken during the first five (5) student days except in cases of emergency or extenuating circumstances as determined by the Superintendent in his/her sole discretion. Leave requests may be denied if too many employees request to be absent at the same time, or on the same day. In such instances, leave will be granted on a first-come first-serve basis. Upon request, an exception may be granted at the discretion of the Superintendent.

E. **LEAVE FOR IMMEDIATE FAMILY ILLNESS**

Employees shall be granted leave at full pay for illness in the immediate family not to exceed a total of four (4) days per year. Leave for this immediate family illness shall not be deducted from any accumulated sick leave.

If needed, employees may trade one sick leave day for an additional family illness day. Total number of additional family illness per year will be limited to four (4). These additional family leave days will be deducted from the accumulated sick leave.

The immediate family shall be defined as: the employee's wife, husband, domestic partner, sons, daughters, step-children, foster children, mother, father, step-mother, step-father, and

any of the following who reside with the employee: brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. In the event that any of the foregoing relatives are hospitalized, the employees shall be granted said leave whether or not that relative resides with the employee.

F. BEREAVEMENT LEAVE

Employees shall be granted a total of five (5) days leave without loss of salary for the death of the employee's spouse, child, step-children, foster children, parents, domestic partner, step-mother, step-father, or any other member of the immediate household. Employees shall be granted a total of three (3) days leave without loss of salary for the death of an employee's brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, step mother-in-law, step father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, great grandparents, niece and nephew. Employees shall be granted one day leave without loss of salary for the death of an employee's aunt and/or uncle. Employees shall be granted leave, not to exceed one day (can be taken in quarter day increments), for the death of someone not covered above. The bereavement leave allowed herein shall not be deducted from any accumulated sick leave.

G. JURY/LEGAL DUTY

Employees required by law to appear for jury duty or through legal obligation (subpoena) shall suffer no financial loss because of such absence, and the difference between their normal salary and the compensation received for jury duty shall be paid to the employee by the Board. Employees, when excused from jury duty, shall return to work unless excused by the Principal.

H. LEAVE FOR ASSOCIATION CONVENTIONS

A maximum of one (1) day per year shall be available to the Association for representatives of the Association to attend state or national conferences and conventions. The representatives appointed by the Association to use said one (1) day shall suffer no loss of pay therefore.

I. ABSENCE WITHOUT PAY

Absence without pay may be authorized by the Superintendent for purposes he/she considers urgent and necessary. Other applicable leaves must be exhausted for absence without pay to be considered. For such absences, deductions from the employee's pay will be made in accordance with the school district's pay deduction regulations. The employee shall make application for such authorization in advance of the occurrence. Involuntary absence not heretofore provided for may be excused by the Superintendent. The employee shall make application to the Superintendent as soon as possible for such absence, and deductions in pay shall be made unless such deduction is specifically waived by the Superintendent.

J. CHILDBEARING

1. Paternity Leave

For the purpose of caring for a newborn infant, the employee-father shall be allowed to use a maximum of ten (10) personal sick days. Such leave shall normally be subsequent to the birth of the employee's child and taken within the first fourteen (14) days of birth.

2. Adoption Leave

For the purpose of caring for a newly adopted child, employees shall be allowed to use a maximum of ten (10) personal sick days. Such leave shall normally be when the child is physically turned over to the employee-parent and taken within first fourteen (14) days of custody.

K. PAID HOLIDAYS

Twelve month, full-time, forty (40) hours or more per week employees will receive the following paid holidays:

July 4th
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Good Friday
Memorial Day

Employees that receive a letter of assignment for less than twelve (12) months will receive holiday pay for the holidays that are inclusive of their letter of assignment, plus Memorial Day.

L. VACATIONS

Twelve month, full-time, forty (40) hours or more per week employees are entitled to ten (10) days of vacation with pay. Vacation days may be carried over from one year to the next but the days carried over must be used before December 31st. Any vacation days carried over to the following year and not used by December 31st shall be considered lost. Vacation requests may be denied if too many employees request to be absent at the same time, or on the same day. In such instances, leave will be granted on a first-come, first-serve basis. Upon request, an exception may be granted at the discretion of the Superintendent. After completion of ten (10) years of continuous employment full year employee will receive one additional day of vacation for each additional full year up to year twenty for a total of twenty (20) days. For new employees who start work after the beginning of the normal work year, vacation days will be prorated based on the number of work days remaining in the employee's normal work year. For currently employed personnel, vacation days are available as of the commencement of the work year. However, should employment terminate prior to the end of the normal work year, vacation days shall be prorated based on the number of days worked

and any vacation taken in excess of this proration will be reimbursed to the district from the employee's last pay check.

M. UNITS OF LEAVE ALLOWED

The smallest portion of a day that may be used for leave purposes is one fourth (1/4) day. For a full time employee, any leave used that was two (2) hours or less would be assessed as ¼ day; two to four hours would result in a ½ day assessment and so on. Employees who work less than an eight (8) hour day will be prorated on increments of leave.

For example:

6 hour employees - 0-1 and ½ hours = ¼ day
1 and ½ - 3 hours = ½ day

N. DEFINITIONS OF A DAY

A day of leave for each employee is based upon the actual number of hours per day for which the employee is assigned.

ARTICLE VIII

EMPLOYEE WORK YEAR

Secretarial, paraprofessional and food service employees work year shall be based on the student calendar adopted by the Board.

ARTICLE IX

HEALTH PROVISIONS

During the course of the employee's employment in this District, the Board may require a subsequent examination when, in its sole judgment, such an examination is relevant to an employee's performance or status, and the Board may require a statement from the examining physician that the employee is fit to perform the duties assigned, including, but not limited to, an examination and medical statement of an employee returning to work from extended leave, maternity leave or sick leave. The examining physician conducting the subsequent examination requested by the Board shall be selected by the Board, and the Board shall pay the cost of such examination to the extent actually requested by the Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representative president, all on the _____ Day of _____, 2019

INDEPENDENCE EDUCATIONAL SUPPORT
PERSONNEL (SECRETARIES, FOOD SERVICE,
PARAPROFESSIONALS & CUSTODIANS)

INDEPENDENCE
COMMUNITY SCHOOL
DISTRICT

by Janette Hopkins, IESP Representative – Co-Negotiator

by Eric Smith, Board President

by Lisa Preuss, IESP Representative – Co-Negotiator

by Russell Reiter, Superintendent

APPENDIX A

| Wage Schedule | | |
|----------------------|-----------|-----------|
| | 2018-2019 | 2019-2020 |
| Paraprofessional | \$ 9.50 | \$ 10.10 |
| Food Service | \$ 9.50 | \$ 10.10 |
| Kitchen Manager | \$ 11.25 | \$ 11.85 |
| Secretary | \$ 10.25 | \$ 10.85 |
| Custodian | \$ 10.50 | \$ 11.10 |

For the 2019-2020 contract year, the hourly wage of each employee shall be \$0.60/hour higher than his/her current wage for the 2018-2019 contract year and the base wage was increased at the same rate.

The 2019-2020 contract year will be the final year that Career Increments will be paid to employees. The career increments will be paid following Article VIII Wages, C. Career Increment of the 2017-2019 Master Contract. Career Increments will not be a topic open for discussion for the 2020-2021 contract and all following years.

| Career Increment for 2019-2020 Only | |
|--|-------------------------------------|
| | Career Increment Amount per Hour |
| Completion of the 13th year of continuous experience | \$ 0.05 |
| Completion of the 16th year of continuous experience | \$ 0.10 |
| Completion of the 19th year of continuous experience | \$ 0.10 |
| Completion of the 22nd year of continuous experience | \$ 0.15 |
| Completion of the 25th year of continuous experience | \$ 0.15 |
| Completion of the 28th year of continuous experience | \$ 0.20 |
| Completion of the 31st year of continuous experience | \$ 0.20 |

INDEPENDENCE COMMUNITY SCHOOL DISTRICT

Independence, Iowa

MASTER CONTRACT AMENDMENT

for July 1, 2020 – June 30, 2021 Fiscal Year

Agreement Between

Independence Educational Support Personnel

(Secretaries, Food Service, Paraprofessionals, Custodians)

and the

Board of Education

AMENDMENT 2020-2021

Replaces Page 9 of the Original Contract dated 04/03/2019

APPENDIX A

| Wage Schedule | | |
|----------------------|-----------|-----------|
| | 2019-2020 | 2020-2021 |
| Paraprofessional | \$10.10 | \$10.30 |
| Food Service | \$10.10 | \$10.30 |
| Kitchen Manager | \$11.85 | \$12.05 |
| Secretary | \$10.85 | \$11.05 |
| Custodian | \$11.10 | \$11.30 |

For the 2020-2021 contract year, the hourly wage of each employee shall be \$0.50/hour higher than his/her current wage for the 2019-2020 contract year. The base wage increased \$0.20/hour.

Board Approved: May 18, 2020

INDEPENDENCE COMMUNITY SCHOOL DISTRICT

Independence, Iowa

MASTER CONTRACT AMENDMENT

for July 1, 2021 – June 30, 2022 Fiscal Year

Agreement Between

Independence Educational Support Personnel

(Secretaries, Food Service, Paraprofessionals, Custodians)

and the

Board of Education

AMENDMENT for 2021-2022

1. ARTICLE VIII - EMPLOYEE WORK YEAR

Add: Secretarial, paraprofessional and food service employees shall not be deducted more than four(4) work days due to no school days for the 2021-2022 school year. The district will offer mandatory professional development days for no school days in excess of four(4) to make up the loss time. The work day is defined in ARTICLE III - N.. DEFINITION OF A DAY. The make up dates will be set 45 days in advance.

The Independence Community School District Superintendent and/or SBO and the IESP representatives agreed to meet each month. The time and date to be determined.

Highlighted text was added 6/21/21

AMENDMENT 2021-2022

Replaces Page 9 of the Amended Contract dated 05/18/2020

APPENDIX A - Replaced with following chart

| Wage Schedule | | |
|-------------------------------|----------------------|----------------------|
| | 2020-2021 | 2021-2022 |
| Paraprofessional | \$ 10.30 | \$ 10.70 |
| Food Service | \$ 10.30 | \$ 12.30 |
| Kitchen Manager-removed | xxxxx | xxxxx |
| Secretary | \$ 11.05 | \$ 11.45 |
| Custodian - 0 Experience | \$ 11.30 | \$ 11.70 |
| Custodian - 1 yr Experience | \$ 11.50 | \$ 11.90 |
| Custodian - 2 yr Experience | \$ 11.75 | \$ 12.15 |
| Custodian - 3 yr Experience | \$ 12.00 | \$ 12.40 |
| Custodian - 4 yr Experience | \$ 12.25 | \$ 12.65 |
| Custodian - 5 yr Experience | \$ 12.50 | \$ 12.90 |
| Custodian - 6 yr Experience | \$ 12.75 | \$ 13.15 |
| Custodian - 7 yr Experience | \$ 13.00 | \$ 13.40 |
| Custodian - 8 yr Experience | \$ 13.20 | \$ 13.60 |
| Custodian - 9 yr Experience | \$ 13.40 | \$ 13.80 |
| Custodian - 10 yr Experience | \$ 13.60 | \$ 14.00 |
| Custodian - 11+ yr Experience | \$ 13.80 | \$ 14.20 |

AMENDMENT 2021-2022

Replaces Page 9 of the Amended Contract dated 05/18/2020

APPENDIX A

| Wage Schedule- updated 6/21/21 | | | | |
|--------------------------------|-----------|----------|--------------|-----------|
| | Secretary | Para | Food Service | Custodian |
| Years of experience | FY 21-22 | FY 21-22 | FY 21-22 | FY 21-22 |
| 0 | 11.45 | 10.70 | 12.30 | 11.70 |
| 1 | 11.50 | 10.80 | 12.35 | 11.90 |
| 2 | 11.55 | 10.90 | 12.40 | 12.15 |
| 3 | 11.75 | 11.00 | 12.60 | 12.40 |
| 4 | 11.90 | 11.15 | 12.70 | 12.65 |
| 5 | 12.25 | 11.40 | 13.10 | 12.90 |
| 6 | 12.35 | 11.60 | 13.25 | 13.15 |
| 7 | 12.50 | 11.85 | 13.50 | 13.40 |
| 8 | 12.75 | 12.00 | 13.75 | 13.60 |
| 9 | 13.00 | 12.25 | 14.00 | 13.80 |
| 10 | 13.40 | 12.50 | 14.35 | 14.00 |
| 11+ | 13.75 | 13.00 | 14.55 | 14.20 |

For the 2021-2022 contract year, the hourly wage for each paraprofessional, secretary and custodian shall be \$ 0.75/hour higher than his/her current wage for the 2020-2021 contract year, the food service hourly wage shall be \$ 2.25 higher than his/her current wages for the 2020-2021. The base wage will increase \$ 0.40/hour for paraprofessional, secretary and custodian, \$2.00/hour for food service.

INDEPENDENCE COMMUNITY SCHOOL DISTRICT

Independence, Iowa

MASTER CONTRACT AMENDMENT

for July 1, 2022 – June 30, 2023 Fiscal Year

Agreement Between

Independence Educational Support Personnel

(Secretaries, Food Service, Paraprofessionals, Custodians)

and the

Board of Education

AMENDMENT for 2022-2023

Replaces Page 9 of the Amended Contract dated 05/18/2020

APPENDIX A

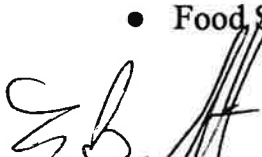
| Wage Schedule- updated 3/21/22 | | | | |
|--------------------------------|-----------|----------|--------------|-----------|
| | Secretary | Para | Food Service | Custodian |
| Years of experience | FY 22-23 | FY 22-23 | FY 22-23 | FY 22-23 |
| Base | 13.95 | 13.20 | 13.05 | 13.70 |
| 1 | 14.00 | 13.30 | 13.10 | 13.90 |
| 2 | 14.05 | 13.40 | 13.15 | 14.15 |
| 3 | 14.25 | 13.50 | 13.35 | 14.40 |
| 4 | 14.40 | 13.65 | 13.45 | 14.65 |
| 5 | 14.75 | 13.90 | 13.85 | 14.90 |
| 6 | 14.85 | 14.10 | 14.00 | 15.15 |
| 7 | 15.00 | 14.35 | 14.25 | 15.40 |
| 8 | 15.25 | 14.50 | 14.50 | 15.60 |
| 9 | 15.50 | 14.75 | 14.75 | 15.80 |
| 10 | 15.90 | 15.00 | 15.10 | 16.00 |
| 11+ | 16.25 | 15.50 | 15.30 | 16.20 |

For the 2022-2023 contract year, the hourly wage increase for existing employees:

- Paraprofessional and secretary hourly wage increase \$ 2.85/hour
- Custodian hourly wage increase \$2.50/hour
- Food Service hourly wage increase \$ 1.00/higher

Base Wage increase for 2022-2022 (See Appendix A)

- Paraprofessional and secretary hourly wage increase \$ 2.50/hour
- Custodian hourly wage increase \$2.00/hour
- Food Service hourly wage increase \$.75/hour

 21 March 2022