

**2021 – 2023
Licensed Master Contract**

between the

**Board of Directors
of
Prairie Lakes Area Education Agency**



and

Prairie Lakes Employees Association

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ARTICLE I
WAGES, SALARIES, AND OTHER
COMPENSATIONS

1. The salary of each employee covered by the regular salary table is set forth in the following manner.
2. Method of payment. Each employee shall be paid 1/12th of the annual contract salary in monthly installments. Employees shall receive their monthly compensation by electronic payment to a financial institution designated by the employee. Pay periods shall commence on September 20th. When a pay day falls on or during a holiday or weekend, employees shall receive their compensation on the last previous working day.
3. Salary Table Placement. Placement of employees on the Salary Table shall be determined by using the following definitions of educational columns:
 - a. BA Column. BA shall mean any undergraduate degree granted by a college or university on the basis of an approved four-year program of studies.
 - b. BA + 15 Column. BA + 15 shall mean any undergraduate degree granted by a college or university on the basis of an approved four-year program of studies as well as accumulation of fifteen (15) additional graduate semester hours from such an institution.
 - c. MA Column. MA shall mean any degree beyond the BA level that has been granted by a college or university on the basis of an approved program of studies requiring a minimum of thirty (30) semester hours of credit.
 - d. MA + 15 Column. MA + 15 shall mean any degree beyond the BA level that has been granted by a college or university on the basis of an approved program of studies requiring a minimum of thirty (30) semester hours of credit as well as the accumulation of fifteen (15) additional semester hours of credit. A Master's Degree resulting from a formal program with a minimum of forty-five (45) graduate hours shall also be recognized as MA + 15
 - e. MA +30 Column. MA + 30 shall mean any degree beyond the BA level that has been granted by a college or university on the basis of an approved program of studies requiring a minimum of thirty (30) semester hours of credit as well as the accumulation of thirty (30) additional semester hours of credit. A Master's Degree resulting from a formal two (2) year program with a minimum of sixty (60) graduate semester hours shall also be recognized as an MA + 30. Certified Physical and Occupational Therapists will be placed at the MA + 30 lane of the Salary Table providing they have obtained their Bachelor of Science/Arts and/or their Master of Science/Arts degree.
 - f. Educational Specialist (Ed.S.) Column. Ed.S. shall mean any approved Ed.S. degree granted by a college or university on the basis of an approved program of studies requiring a minimum of sixty (60) semester hours beyond the BA.

- g. Ph.D./Ed.D./Au.D. Column. Ph.D./Ed.D./Au.D. shall mean any Doctor of Philosophy, Doctor of Education, or Doctor of Audiology degree granted by a college or university on the basis of an approved program of studies. Certified Physical and Occupational Therapists will be placed at the Ph.D./Ed.D./Au.D. lane of the Salary Table providing: a) they have obtained their Masters of Science/Arts degree and have accumulated thirty (30) additional semester hours of credit or b) they meet the conditions of placement on the Educational Specialist (Ed.S.) Column, or c) they meet the conditions of placement on the Ph.D./Ed.D./Au.D. column.
4. Any credit taken for movement on the salary table, must be graduate credit. Staff must complete the *Lane Change Approval Form* and submit to the Board by September 1st. Staff members need to list the courses they are requesting approval for salary increment credit. The final approval of course credits will be based on official transcripts showing successful completion of the courses listed.
 5. Work assigned after July 1 will be compensated at the per diem rate for the subsequent year. This applies to work that finishes the contract for the previous year or additional work agreed to by the employee and his/her supervisor.
 6. Release from Professional Contract. Resignations shall be in writing, signed by the resigning party and directed to the Chief Administrator for ultimate referral to the Board of Directors with recommendations pursuant to the provisions of this section. The Board will consider each request for contract release on its own facts.
 7. Teacher Salary Supplement (TSS). Teacher salary supplement dollars shall be distributed on an equal basis on 1.0 full time FTE. The distribution of TSS dollars is contingent upon the receipt of TSS dollars from the state.
 8. Licensed staff member(s) that fill in for a vacancy within Prairie Lakes AEA will receive/share additional compensation up to 25 days per diem. If the Administration were to determine that a severe staff shortage exists, it may, at its sole discretion set aside additional funds beyond the aforementioned per diem to be used for additional compensation for qualifying individuals. For a position to qualify for this additional compensation, it would have had to been included in the costing settlement for the current contract year and the Administration would have to be recruiting a replacement for the vacancy. The distribution of the additional compensation will be determined by the Chief Administrator/designee. The additional compensation will begin the day the staff member assumes the additional responsibilities and cease the day a new employee assumes the job responsibilities, or the administration determines the position will not be filled. It will be the responsibility of the Chief Administrator/ designee to inform the Business Office of the distribution of the additional compensation and the beginning and ending dates of such compensation. The Administration will determine the need to assign employees additional responsibility to fill in for vacancies as defined in this clause, and this assignment and compensation under this clause may not be grieved.

9. Employees who are requested to use their own automobiles in the performance of their duties, shall be reimbursed for such travel as designated by Board Policy and at the Board set reimbursement rate. Claims for payment of mileage shall be submitted monthly to the Board for its approval.
10. Early Retirement: By December 1st of the current year, employees will be notified if early retirement will or will not be offered.

2021-2022 PLEA Licensed Salary Table - 193 days (3.8.21)

NEW STAFF will be placed in the lane according to their educational credits. Final salary will be based on market conditions, current salary and/or other competitive conditions.

	BA	BA+15	MA	MA+15	MA+30	ED S	PH D
<i>Range</i>	48,861	49,679	51,997	52,849	53,701	54,553	55,405
	58,714	59,532	63,698	64,550	65,402	66,254	67,106

EXISTING STAFF

- Current salary will be used as the salary for each existing staff member, then
- An agreed upon increase in salary will be determined and divided equally amongst licensed employees, then

Upon completion of educational coursework, additional increases will be compensated based upon this table.

After August 31, 2018 any credit taken for movement on the salary schedule must be graduate credit.

Movement from BA to BA+15	Movement from BA+15 to MA	Movement from MA to MA+15	Movement from MA+15 to MA+30	Movement from MA+30 to ED S or PH D	Movement from ED S to PH D
+\$500	+\$5,000	+\$1,000	+\$1,000	+\$1,500	+\$1,500

LONGEVITY PAY (effective for the 2021-2022 contract - no retroactive payments)

After completion of 5th full year of work in PLAEA a bonus of \$500 is paid out in June at the fulfillment of the contract	After completion of 10th full year of work in PLAEA a bonus of \$500 is paid out in June at the fulfillment of the contract	After completion of 15th full year of work in PLAEA a bonus of \$500 is paid out in June at the fulfillment of the contract	After completion of 20th full year of work in PLAEA a bonus of \$500 is paid out in June at the fulfillment of the contract	After completion of 25th full year of work in PLAEA a bonus of \$500 is paid out in June at the fulfillment of the contract	After completion of 30th full year of work in PLAEA a bonus of \$500 is paid out in June at the fulfillment of the contract	After completion of 35th full year of work in PLAEA a bonus of \$500 is paid out in June at the fulfillment of the contract	After completion of 40th full year of work in PLAEA a bonus of \$500 is paid out in June at the fulfillment of the contract	After completion of 45th full year of work in PLAEA a bonus of \$500 is paid out in June at the fulfillment of the contract
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ARTICLE II

GRIEVANCE PROCEDURE

1. A grievance shall mean only a complaint that there has been an alleged violation or misapplication of any of the specific provisions of this Master Contract, (hereafter referred to as the "Agreement").
2. Every employee or group of employees covered by this Agreement shall have the right to present grievances in accordance with these procedures.
 - a. The failure of any 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 limits 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 grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the specified job assignment and related work activities of the grieving employee or other AEA employee.
 - c. Teachers in their probationary period will follow guidelines as outlined in Iowa Code (279.19).
3. First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate supervisor.
4. Second Step. If the grievance cannot be resolved informally, the aggrieved employee shall file grievance in writing, and, at a mutually agreeable time, discuss the matter with their administrator. If the grievance involves more than one employee, the aggrieved employees may, at their option, designate a representative grievant who will submit a grievance in writing signed by all aggrieved employees. The representative grievant will then meet to discuss the matter with their administrator. This written grievance shall state the following:
 - a. Nature of the alleged grievance.
 - b. The specific article and/or articles of this Agreement alleged to be in violation, misinterpretation, or misapplication.
 - c. The contention of the employee with regards that there is an alleged violation, misinterpretation, or misapplication.
 - d. The date of the alleged grievance and all facts giving rise to the filing of the alleged grievance.
 - e. Relief or remedy of the alleged grievance which is being sought. The filing of the formal, written grievance at the second step must be within ten (10) working days from the date of occurrence of the event giving rise to the grievance. Their administrator shall make a decision on the grievance and communicate it in writing to the employee and the Chief Administrator within ten (10) working days after receipt of the written grievance.
5. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee or employees shall file, within five (5) working days of their administrator's written decision at the second step, a copy of the grievance with the Chief Administrator. Within ten (10) working days after such written grievance is filed, the aggrieved or representative

grievant and the Chief Administrator or Designee shall meet to resolve the grievance. The Chief Administrator or Designee shall file a decision within ten (10) working days of the third step grievance meeting and communicate it in writing to the employee or employees and their administrator. The parties may, if there is mutual agreement, attempt to resolve the grievance through mediation.

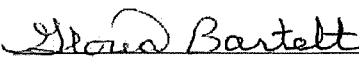
6. Fourth Step. In the event a grievance has not been satisfactorily resolved at the third step, the grievant or representative grievant shall file within ten (10) calendar days of the Chief Administrator's written decision at the third step a copy of the grievance with the secretary of the Board. Either party may thereafter contact the Public Employment Relations Board (PERB) to initiate the furnishing of a list of five (5) potential grievance arbitrators within ten (10) calendar days of receipt by the Board Secretary, or this grievance ends. Upon receipt of the list from PERB, the moving party strikes the first name and striking will proceed alternately until a single name remains. The remaining individual shall serve as the arbitrator. Within thirty (30) calendar days following the filing of the appeal with the secretary of the Board, the arbitrator shall meet and hear the grievance. The arbitrator shall submit his/her decision, and the decision is binding on all parties. The cost of the arbitration shall be shared equally by the grievant and the Board.
7. The arbitrator in his/her decision shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the grievant and the Administration and the arbitrator's decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language in this Agreement.
8. 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. The grievant may elect to have a single member personally selected from the Prairie Lakes Area Education Association present at steps 2, 3 and 4 of the grievance procedure.

In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the contract year or if the grievance is filed during summer break, the time limits set forth will automatically revert to calendar days (weekends and holidays excluded.) When the contract year commences, and the terminology "working days" becomes appropriate, time lines will revert to the original terminology.

ARTICLE III
COMPLIANCE CLAUSES AND DURATION


1. Separability. Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining article, section, or clause shall remain in full force and effect.
2. Printing. Copies of this Agreement will be printed by the Board and made available to the employees. A fee sufficient to cover the costs of printing shall be shared by the Association and the Board equally.
3. Duration. This Agreement shall be effective as of July 1, 2021 and shall remain in effect until June 30, 2023. During the term of this agreement, all articles can be open to negotiation by either party for the 2022-2023 Master Contract and all following contract years.
4. The parties agree to establish a committee made up of equal numbers of agency officials and employees. Employee representatives shall be appointed by the Certified Employee Organization. The duties of the Agency Collaboration Committee, Team PLAEA, are to establish the employment conditions and benefits for the Agency employees to be contained in a staff handbook/board policy. Such conditions and benefits shall include, but not limited to, insurance, evaluation procedures, supplemental pay, transfer procedures and staff reduction procedures. Each member of the Agency Collaboration Committee, Team PLAEA, shall have one vote to approve or disapprove any proposed changes. If such a vote ends in a tie, the Agency's Board of Directors shall hold the final vote, but only after such a time that both sides have had an opportunity to make a presentation to the Board. The committee shall meet, any revisions shall be approved by the Board of Directors, and Employees will have an opportunity to review the handbook prior to being asked to sign individual contracts for the successor year.

Date: 3-16-2021



Gloria Bartelt, Chief Negotiator
Prairie Lakes Employees Association

Date: 3-15-2021



Susan Brown, Board President
Prairie Lakes Area Education Agency

Level 2 copy to:

1. Administrator
2. Chief Administrator
3. Grievant

**Prairie Lakes Area Education Agency
500 NE 6th St.
Pocahontas, IA 50574**

**Level 2 Formal Complaint of Alleged Grievance
between
Grievant and Administrator/Supervisor**

To: _____ Date Submitted _____
Administrator/Supervisor

Note: Filing of the level 2 formal complaint shall be with an administrator, in person, within ten (10) work days of the date of occurrence of the alleged grievance.

1. Date on which grievance is alleged to have occurred. _____
2. Specific article, section, and/or subsection of the master contract alleged to have been violated, misinterpreted, or misapplied. Identify the same by numerical reference and direct quote from the master contract.

3. Give descriptive detail of all facts giving rise to this alleged grievance.

4. Give the nature of the alleged grievance.

5. Employee statement of contention that there is an alleged grievance.

If more space is needed, please use the back of this sheet and indicate which question the statement applies to.

6. Employee statement of relief of grievance sought.

I hereby attest to the truth and accuracy of all statements contained herein.

_____ Signature of Grievant

Level 2 Administrator/Supervisor Notations

Date on which the level 2 formal complaint of alleged grievance was received by me from the grievant (must be within ten (10) work days of date of occurrence of event giving rise to grievance.)

Date and time mutually agreed upon between grievant and the director for a meeting to discuss this formal complaint.

Date on which written decision on this alleged grievance was communicated to the grievant and Chief Administrator. (This must be within ten (10) work days after receipt of the formal written alleged grievance.)

A copy of the written decision of the Administrator/Supervisor which was communicated to the grievant is hereto attached and becomes a part thereof.

Signature of Administrator/Supervisor

Date Signed by Administrator/Supervisor

Legal 2 Acceptance by Grievant

I accept the written decision of the administrator/supervisor at level 2 in this matter of my formal complaint as the resolution and relief then being satisfactory to me. I agree to waive any further access to any higher levels of the grievance procedures as contained in the master contract in this matter for now and in time to come.

Signature of Grievant

Date of Grievant's Acceptance

Note: If the grievant signs the above statement, the complaint shall end. If the grievant does not sign the above, but also fails to advance the complaint to the next level within the allowed time limits, the complaint shall be considered to have been abandoned and settlement made at Level 2 of this procedure.

- Level 3 copy to:
1. Administrator
 2. Chief Administrator
 3. Grievant

Level 3 – Grievant and Chief Administrator or Designee

To: Chief Administrator
Prairie Lakes AEA

Date Submitted

Note: Level three (3) filing date must be within five (5) work days of the written decision by the Administrator/Supervisor to the grievant at level two (2).

Grievant's statement regarding why, in his opinion, and in what way that the alleged grievance was not afforded relief at level two (2).

Additional relief sought by grievant not afforded at level two (2).

Signature of Grievant

Level 3 Chief Administrator's Notations

Date on which the level 3 alleged grievance received
Date and time for mutually agreed meeting to discuss this
complaint between grievant and Chief Administrator. (This must
be within ten (10) days after Chief Administrator receives the
formal written alleged grievance.)

Date of written answer communicated to grievant and
Administrator/Supervisor. (This must be within ten (10) work
days after meeting with grievant.

A copy of the written decision of the Chief Administrator which was communicated to the grievant is hereto attached and becomes a part thereof.

Signature of Chief Administrator

Date Signed by Chief Administrator

Legal 3 Acceptance by Grievant

I accept the written decision of the Administrator at level 3 in this matter at the resolution and relief sought and as being satisfactory to me. I agree to waive any further access to any higher levels of the grievance procedures as contained in the master contract in this matter for now and in time to come.

Signature of Grievant

Date of Grievant's Acceptance

Note: If the grievant signs the above statement, the complaint shall end. If the grievant does not sign the above, and also fails to advance the complaint to the next level within the allowed time limits, the complaint shall be considered to have been abandoned and settlement made at Level 3 of this procedure.

- Level 4 copy to:
1. Administrator
 2. Chief Administrator
 3. Board Secretary
 4. Grievant
 5. Board President
 6. Arbitrator

Level 4 – Arbitration

This final level of Grievance Procedures must be initiated within ten (10) calendar days following the date of the written decision of the Chief Administrator in level 3.

Date on which the notice received by Secretary of the Board for decision to use step four of the arbitration procedures (A copy of written request from grievant is attached.)

Date on which P.E.R.B. list of potential grievance arbitrators was requested. (A copy of this request is attached hereto and made a part thereof.)

Party requesting P.E.R.B. list

Name of arbitrator selected

Signature of Chief Administrator

Date Signed by Chief Administrator

Level 4 - Arbitrator Report and Decision

Within thirty (30) calendar days following filing of the appeal with the Secretary of the Board, the Arbitrator shall meet to hear the grievance.

The final report of the Arbitrator in this procedure must be served on both parties within twenty (20) calendar days following a hearing by the Arbitrator. Such report to become binding upon both parties to this agreement. Nothing in the decision or award of the Arbitrator shall amend, modify, nullify, ignore, or add to the provisions of the agreement. Such awards and decisions shall be limited to deciding only the issue or issues presented to the Arbitrator which were presented for decision in writing by AEA, and the grievant and such decision must be based solely and only upon the Arbitrator's interpretation of the meaning or application of the express relevant language of the agreement.

Date grievance filed with AEA Board Secretary.

Date of grievance hearing by Arbitrator.

Date of which binding decision was served upon both parts to this agreement.

A copy of the decision in this matter by the Arbitrator is hereto attached and becomes a part thereof.

By the signature affixed below, it is attested to and certified that all procedures as are provided in this agreement have been observed and that this decision represents, in the opinion of the Arbitrator, that a fair, impartial and disinterested decision has been made in these matters.

Signature of Arbitrator

Date Signed by Arbitrator