

2021 – 2023
Classified Master Contract

between the

Board of Directors
of
Prairie Lakes Area Education Agency



and

Prairie Lakes Educational Services
Association

TABLE OF CONTENTS

	Page
Article I	
Recognition	1
Article II	
Grievance Procedure.....	1
Article III	
Wage Rates.....	3
Article IV	
Compliance and Duration.....	4
APPENDIX	
Grievance Forms.....	5

Article I

Recognition

The Board hereby recognizes the Prairie Lakes Educational Services Association as the certified exclusive bargaining representative for all personnel in the following job classifications as set forth in the PERB certification instrument, Case Number 6612 issued by the PERB on the 15th day of May, 2003 or as thereafter amended, employed by the Board of Directors of the Prairie Lakes Area Education Agency.

Included: Van Driver, Media Specialist I, Educational Paraprofessional, Media Specialist II, Communication Paraprofessional, Secretary, Audiometrist, Graphic Artist, Chief Printer, and Early ACCESS Service Coordinator.

Article II

Grievance Procedure

- A. A grievance shall be defined as an alleged violation, misapplication, or misinterpretation of a specific provision of the Master Contract, (hereafter referred to as the "Agreement"), not specifically exempted from the Grievance Procedure.

Step 1

An attempt will be made to resolve the grievance in an informal verbal discussion between the grievant and his/her Administrator.

Step 2

A grievance must be filed by an aggrieved employee no later than ten (10) days from the date of the event giving rise to the grievance. The grievant shall present the grievance in writing to his/her Administrator (Director of Special Education, Administrator for Professional Services, and Administrator for Staff/Support Services). The Administrator will hold a grievance meeting no later than four (4) days after receipt of the grievance. He/she shall provide the grievant with a written answer within five (5) days following the meeting. The grievance shall indicate the specific clause or clauses of the contract relied upon together with a written narrative explanation of the grievant's position. The grievance shall also state the remedy requested.

Step 3

In the event the grievance remains unresolved, the grievance may be referred to the Agency Administrator within ten (10) days of the Step 2 answer. The Administrator will hold a hearing within ten (10) days of the referral. The Agency Administrator will have ten (10) days after the hearing to provide a written decision to the grievant and the Association.

Step 4

In the event the grievant is not satisfied with the disposition of the grievance after Step 3, he/she together with the Association will decide whether the grievance will be submitted to arbitration. A written notice of request for arbitration must be submitted to the Agency within twenty (20) days following receipt of the Step 3 response. Within ten (10) days following a written notice of arbitration, the Agency and the Association will confer in order to select a mutually agreeable arbitrator. In the event of failure to agree, the arbitrator shall be selected from a list obtained from the Iowa PER Board. The list shall contain five (5) names with the parties alternately striking the names until the arbitrator is chosen.

- B. The Arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have power to change, amend, ignore or add to the terms of the contract. The arbitrator's authority will be strictly limited to deciding the issues presented to the arbitrator by the Association and Agency. The arbitrator's decision shall be based solely upon the arbitrator's interpretation of the meaning and application of the express relevant language of the Agreement.
- C. Expenses for the arbitrator's services will be shared equally by the Agency and the Association.
- D. The failure of an employee to initiate a grievance within the prescribed time limits will act as a bar to the grievance and the failure of a grievant or the Association to further appeal a grievance will also bar the grievance. 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 may be extended by mutual agreement.
- E. The Association shall have the right to be present at all steps of the Grievance Procedure.
- F. Days, for the purposes of this section, shall mean scheduled Agency workdays (whether or not the aggrieved employee is scheduled to work).
- G. Grievance meetings and hearings shall be conducted in private and limited to parties, representatives, and witnesses.
- H. 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 employees.

Article III
Wage Rates

Grade A		Grade B		Grade C		Grade D	
Van Driver Media Specialist I		Educational Para Media Specialist II		Communication Para Secretary Audiometrist		Graphic Artist Chief Printer Early ACCESS Service Coordinator	
Step		Step		Step		Step	
1	15.30	1	15.80	1	16.30	1	16.80
2	15.47	2	15.97	2	16.47	2	16.97
3	15.64	3	16.14	3	16.64	3	17.14
4	15.81	4	16.31	4	16.81	4	17.31
5	15.98	5	16.48	5	16.98	5	17.48
6	16.15	6	16.65	6	17.15	6	17.65
7	16.32	7	16.82	7	17.32	7	17.82
8	16.49	8	16.99	8	17.49	8	17.99
9	16.66	9	17.16	9	17.66	9	18.16
10	16.83	10	17.33	10	17.83	10	18.33
11	17.00	11	17.50	11	18.00	11	18.50
12	17.17	12	17.67	12	18.17	12	18.67
13	17.34	13	17.84	13	18.34	13	18.84

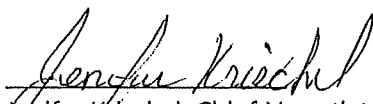
Employees who are currently "off schedule" shall receive a wage increase equal to that of those employees who are on the last step of their job classification.

Lakes Partnership School Differential – Classified employees, employed to serve at the Lakes Partnership School, shall receive a salary differential of \$0.21.

Article IV
Compliance and Duration

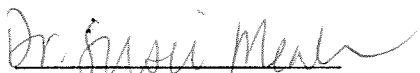
- A. This agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2023.
- B. This agreement shall be printed by the Agency and copies for each unit employee will be made available to the Association.
- C. Separability. If any provision of this agreement is ruled invalid by a court of competent jurisdiction, all other provisions shall continue in full force and effect.
- D. 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 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 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 - 5 - 2021


Jennifer Krischel, Chief Negotiator

Prairie Lakes Educational Services Association

Date:



Dr. Susie Meade, Chief Administrator
Prairie Lakes Area Educational Agency

Level 2 copy to:

1. Administrator
2. Chief Administrator
3. Grievant

To: _____ Date Submitted _____
Administrator/Supervisor

1. Date on which grievance is alleged to have occurred. _____

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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 (no more than ten (10) work days from the date of the event giving rise to grievance.)

Date and time of meeting between grievant and the administrator for a meeting to discuss this formal complaint. (This must be within four (4) work days after receipt of grievance.)

Date on which written decision on this alleged grievance was communicated to the grievant. (This must be within five (5) work days of the meeting to discuss the formal complaint.)

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 8

Date Submitted

Note: Level three (3) filing date must be within ten (10) work days of the written decision by the Administrator 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 Association.
(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. Association
6. Board President
7. Arbitrator

Level 4 – Arbitration

This final level of Grievance Procedures must be initiated within twenty (20) work days following the date of the written decision of the Chief Administrator in level 3.

Date on which the written notice of request for arbitration 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.) _____

Within ten (10) days following a written notice of arbitration, the Agency and the Association will confer in order to select a mutually agreeable arbitrator. In the event of failure to agree, the arbitrator shall be selected from a list obtained from the Iowa PER Board. The list shall contain five (5) names with the parties alternately striking the names until the arbitrator is chosen.

Name of arbitrator selected _____

Signature of Chief Administrator

Date Signed by Chief Administrator

Level 4 - Arbitrator Report and Decision

The final report of the Arbitrator in this procedure shall be final and binding upon the parties. Nothing in the decision or award of the Arbitrator shall change, amend, ignore, or add to the provisions of the agreement. The arbitrator's authority will be strictly limited to deciding the issues presented to the arbitrator by the Association and Agency. The arbitrator's decision shall be based solely upon the arbitrator's interpretation of the meaning and application of the express relevant language of the Agreement.

Date grievance filed with AEA 8 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