

# **MASTER CONTRACT**

**FOR THE**

# **SEYMOUR COMMUNITY SCHOOL DISTRICT**

**2022-23**

**THE DISTRICT RETAINS THE RIGHT TO MODIFY, ALTER OR  
WITHDRAW ANY PART OF THE FOLLOWING OFFER IN THE COURSE  
OF NEGOTIATIONS. ONLY BASE PAY WILL BE SUBJECT TO  
ARBITRATION UNDER CHAPTER 20.**

## **ARTICLE I: PREAMBLE**

This agreement made and entered into by and between the Board of Education of the Seymour Community School District (hereinafter referred to as the "Board") and the Seymour Education Association (hereinafter referred to as the "Association").

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students is their mutual desire.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

## **ARTICLE II: RECOGNITION**

A. Unit - The Board hereby recognizes the Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Board certification instrument (Case No. 907) issued by the Public Employment Relations Board on the 25<sup>th</sup> day of March, 1977. The Unit described in the above certification is as follows:

Included: All full-time and regular part-time certified professional employees which include: Pre-Kindergarten through twelfth grade classroom teachers, nurses, counselors, librarians, special education, Chapter I, and P.E. personnel.

Excluded: Supervisory personnel which includes superintendents and principals; all non-certified employees: which includes secretaries, aides, cooks, custodians, bus drivers, mechanics and substitute teachers, and all those excluded by Section 4 of the Act.

The term "employee" as used in this agreement shall mean all professional employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

## **ARTICLE III: IMPASSE PROCEDURE**

Impasse procedures as stated in Chapter 20 of the Code of Iowa will be followed in the event of impasse with the following exception. In the event of arbitration, the Public Employment Relations Board will provide a list of seven (7) potential arbitrators from the parties will select one (1).

## ARTICLE IV: GRIEVANCE PROCEDURE

### A. Definitions

1. "Grievant" means a teacher or group of teachers filing a grievance.
2. "Grievance" means a claim by a grievant that the terms of this Agreement have been violated.
3. "Days" means teacher employment days, except as otherwise indicated. If the time limits are not met by the Administration, the grievant has the right to appeal the grievance to the next level of the procedure.

### B. Individual Rights

A grievant may be self-represented at all stages of the grievance or, at the grievant option, by an Association representative selected by the Association. An employee shall be free to bring individual complaints without Association representation.

### C. Procedure

- Step I.** A grievant shall first discuss a grievance with his or her immediate supervisor, with the objective of resolving the matter informally.
- Step II.** If the grievance is not resolved informally, the grievant and/or the Association representative may file the grievance with his or her immediate supervisor in writing on Schedule A. The written grievance shall state the specific clause or clauses alleged to be violated and shall state the remedy requested. The filing of the formal written grievance at the second step must be written within ten (10) school days from the date of occurrence of the event giving rise to the grievance or the grievant and/or Association shall be forever barred from pursuing said grievance through the grievance procedure. The supervisor shall arrange for a meeting with the grievant and provide the grievant and/or Association with a written response within fifteen(15) days after the filing of the grievance.
- Step III.** If the disposition of the grievance at Step II does not resolve the claim, or if no decision has been rendered within fifteen(15) school days after filing the grievance, the grievance may be filed with the superintendent. The superintendent shall arrange for a meeting with the grievant and/or the Association. After the meeting the superintendent will provide his written decision.

When a grievance is submitted on or after May 1, time limits shall be reduced by one (1) day at all steps.

The Association and/or grievant shall cooperate with the Administration and furnish such reasonable information as is requested for the processing of any grievance.

The Administration shall cooperate with the grievant and/or the Association and will furnish to the grievant and /or the Association such reasonable information as is requested for the processing of any grievance.

Reasonable information is defined as information that is maintained currently. Nothing herein shall require the Administration, the grievant or Association to research or assemble the requested information.

## ARTICLE V: WAGES AND SALARIES

A. Schedule - The base salary of each employee covered by the regular salary schedule is set forth in Schedule B, which is attached and is a part of this agreement. The above salary schedule reflects TSS (Teacher Salary Supplement) funds. However, in the event that the state rescinds or reduces the TSS monies, the base and each cell will be reduced to reflect an equal reduction in the salary schedule and the two (2) negotiating parties are to re-negotiate, which will, in the end, show the loss or reduction of TSS monies to the Seymour Community School District. These negotiations would not include any impasse procedure.

### B. Placement on Salary Schedule

Teachers new to the District will be granted teaching experience credit granted up to actual accumulated years at the discretion of the Superintendent. Steps 0 through 2 will be eliminated for new hires but will be a part of hiring staff members. No one will be placed lower than step 3 when hired.

### C. Advancement on Salary Schedule

1. Increments - Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until maximum for their education classification is reached. If in the evaluation of the administration, the performance of the teacher is unsatisfactory, the District reserves the right to hold a teacher on step for one (1) year at a time, but not for two (2) consecutive years.
2. Educational lanes - To advance to the next higher educational lane, an employee must satisfy the following criteria:
  - a) All courses or educational experience need prior approval of the superintendent. Failure to obtain approval is not grievable.
  - b) The courses must be graduate courses.
  - c) Each course must be in the employee's teaching field.

### D. Method of Payment

1. Pay Periods - Each employee shall be paid in twelve (12) equal installments on the 20th of each month at respective centers or the last school day before if the 20th falls on a weekend or vacation period. The only other exception to the above would be circumstances beyond the control of the Administration and/or Board, such as computer breakdown or weather.
2. Exceptions
  - a) When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
  - b) The Board will mail checks due during June and July to addresses furnished by the employee if requested.

## **ARTICLE VI: ASSOCIATION RIGHTS**

- A. Use of Facilities - The Association and its members shall have the right to make use of the school buildings and facilities at all reasonable hours for meetings and any equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The time and place of all meetings shall be cleared in advance with the building administrator.
- B. The Association may use the district mail services and employee mailboxes for communications to employees.

## **ARTICLE VIII: SICK LEAVE**

- A. Accumulative Benefits – Personal illness leave may be used for illness, injury, death, or other medically related disability which renders the employee medically unable to work. Employees will be accorded 10 days of paid personal illness leave in their first year of employment. The shall be accorded 11 to 15 days of personal illness leave in their second through sixth years on employment and 15 days per year in each subsequent year.
- B. Maximum Accumulation – Personal ill leave may accumulate to a maximum of 90 days inclusive of the current's allotment. Employees who have established a higher accumulation under previous contract retains those days and each year's allotment. Once their accumulated days fall less than 90 day maximum, 90 days will become their allotted maximum thereafter.
- C. Personal illness leave for part timers will be prorated.
- D. Eight (8) personal illness leave days per year may also be used for family illness or death requiring the employee's attendance. Family includes spouse, domestic partner, brother, sister, grandparents, domestic partner's/spouse's parents/grandparent's, brother-in-law or sister-in-law. The Superintendent will have the power to extend the above leave in extenuating circumstances. This decision will be not be grievable.
- E. Notification of Accumulation - Upon request, employees shall be given a copy of a written accounting of accumulated sick leave.
- F. Extended Leave - An employee who is unable to work because of personal illness or disability; or illness, disability or death of a member of his immediate family, and who has exhausted all leave available may be granted a leave of absence without pay for the duration of such illness or disability up to one year. The grant of this leave is in the discretion of the Superintendent and may include consideration of the need to fill the position.

## **ARTICLE IX: EMPLOYEE HOURS AND PAID HOLIDAYS**

- A. Work Day - The board shall establish a teacher's work day of up to eight hours exclusive of any duty free lunch period.
- B. The staff may leave after the students and buses have departed on days when school is dismissed early because of adverse weather conditions.
- C. Paid Holidays -
  - Labor Day
  - Thanksgiving
  - Christmas
  - New Year's
  - Memorial

## **ARTICLE X: TEMPORARY LEAVES OF ABSENCE**

- A. Personal Leave - At the beginning of each school year each employee shall be credited with two (2) days of personal leave. One (1) unused personal leave day may be rolled over to the next school year for a maximum of 3 days. No personal leave days will be allowed on the day before or the day following a holiday or vacation period. Use of personal leave shall be specifically prohibited during any form of work stoppage. Any use of a personal leave day shall be scheduled through the principal/superintendent at least three (3) days in advance except in cases of emergency, and then as soon as possible. No personal leave will be allowed during the first or last week of the school year. No personal leave will be allowed during staff development/in-service days.
- B. If all personal leave has been exhausted, an employee may take additional personal days with administrative approval. They must be taken in not less than half-day increments and the individual's per diem rate of pay, also in half-day increments, will be deducted from the employee's regular monthly salary.
- C. If a position is reduced to less than full-time, personal leave will be prorated accordingly.
- D. Jury Duty - Teacher shall be excused for jury duty without loss of regular pay. Days on jury duty shall not be deducted from sick leave. Any additional payment received by a teacher for jury duty shall be turned over to the school district.

## **ARTICLE XI: COMPLIANCE CLAUSE**

- A. 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 it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

## ARTICLE XII: DURATION

The agreement shall remain in full force and effect from July 1, 2022 until July 30, 2023.

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.

ASSOCIATION

BOARD OF EDUCATION

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
President

\_\_\_\_\_  
President

**SCHEDULE A (GRIEVANCE REPORT FORM)**

Date Filed \_\_\_\_\_

# \_\_\_\_\_

Seymour Community School District

Distribution of Forms:

1. Employee \_\_\_\_\_

2. Appropriate Supervisor \_\_\_\_\_

3. Superintendent \_\_\_\_\_

4. Name of Aggrieved Person \_\_\_\_\_

**STEP I**

A. Date Violation occurred \_\_\_\_\_

B. Section (s) of contract or policy violated \_\_\_\_\_

C. Statement of Grievance\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved Person

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or Supervisor

\_\_\_\_\_  
Date

**STEP II**

A. Disposition by Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date



# Seymour Pay Schedule 2022-23

	BA	BA+12	BA+24	MA/BA+40	MA+12
0	\$34,697	\$35,247	\$35,797	\$36,347	\$36,897
1	\$35,297	\$35,847	\$36,397	\$36,947	\$37,497
2	\$35,897	\$36,447	\$36,997	\$37,547	\$38,097
3	\$36,497	\$37,047	\$37,597	\$38,147	\$38,697
4	\$37,097	\$37,647	\$38,197	\$38,747	\$39,297
5	\$37,697	\$38,247	\$38,797	\$39,347	\$39,897
6	\$38,297	\$38,847	\$39,397	\$39,947	\$40,497
7	\$38,897	\$39,447	\$39,997	\$40,547	\$41,097
8	\$39,497	\$40,047	\$40,597	\$41,147	\$41,697
9	\$40,097	\$40,647	\$41,197	\$41,747	\$42,297
10	\$40,697	\$41,247	\$41,797	\$42,347	\$42,897
11	\$41,297	\$41,847	\$42,397	\$42,947	\$43,497
12	\$41,897	\$42,447	\$42,997	\$43,547	\$44,097
13	\$42,497	\$43,047	\$43,597	\$44,147	\$44,697
14	\$43,097	\$43,647	\$44,197	\$44,747	\$45,297
15	\$43,697	\$44,247	\$44,797	\$45,347	\$45,897
16	\$44,297	\$44,847	\$45,397	\$45,947	\$46,497
17	\$44,897	\$45,447	\$45,997	\$46,547	\$47,097
18	\$45,497	\$46,047	\$46,597	\$47,147	\$47,697
19	\$46,097	\$46,647	\$47,197	\$47,747	\$48,297
20	\$46,697	\$47,247	\$47,797	\$48,347	\$48,897
21	\$47,297	\$47,847	\$48,397	\$48,947	\$49,497
22	\$47,897	\$48,447	\$48,997	\$49,547	\$50,097
23	\$48,497	\$49,047	\$49,597	\$50,147	\$50,697
24	\$49,097	\$49,647	\$50,197	\$50,747	\$51,297
25	\$49,697	\$50,247	\$50,797	\$51,347	\$51,897
26	\$50,297	\$50,847	\$51,397	\$51,947	\$52,497
27	\$50,897	\$51,447	\$51,997	\$52,547	\$53,097
28	\$51,497	\$52,047	\$52,597	\$53,147	\$53,697
29	\$52,097	\$52,647	\$53,197	\$53,747	\$54,297
30	\$52,697	\$53,247	\$53,797	\$54,347	\$54,897
31	\$53,297	\$53,847	\$54,397	\$54,947	\$55,497
32	\$53,897	\$54,447	\$54,997	\$55,547	\$56,097
33	\$54,497	\$55,047	\$55,597	\$56,147	\$56,697
34	\$55,097	\$55,647	\$56,197	\$56,747	\$57,297
35	\$55,697	\$56,247	\$56,797	\$57,347	\$57,897