



2022 – 2024

**COMPREHENSIVE AGREEMENT BETWEEN
JOHNSTON EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION**

And

JOHNSTON COMMUNITY SCHOOL DISTRICT

Effective July 1, 2022

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ARTICLE 1
PREAMBLE

The Johnston Community School District, also known as the "Employer" and the Johnston Educational Support Personnel Association, also known as the "Association", have reached certain understandings which they desire to confirm in this Agreement: therefore, it is agreed as follows:

ARTICLE 2
RECOGNITION

A. Unit. The Employer hereby recognizes the Johnston Education Support Personnel Association, an affiliate of the Johnston Education Association, Iowa State Education Association and the Polk UniServ Unit, as the certified and exclusive and sole bargaining representatives for personnel as set forth in the Public Employment Relations Board (PERB) certification instrument (Case 797) issued on the 24th day of August, 1976, and as amended by PERB Case 100744, September 14, 2016.

The Unit described in the above certification is as follows:

INCLUDED:

All support staff, including associates, nutrition staff, and custodians.

EXCLUDED:

Superintendent, principals, board secretary, administrative secretaries, high school guidance counselor's secretary, all professional employees, enrollment specialist, technology help desk specialist, and all Directors of Support Services and all those excluded by Section 4 of the Act.

B. Definitions.

1. The term "Employer" as used in this agreement shall mean the Johnston Community School District or its duly authorized representatives.
2. The term "Employee" as used in this Agreement shall mean all Johnston Educational Support Personnel Association members represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this Agreement shall mean the Johnston Educational Support Personnel Association or its duly authorized representatives or agents.

ARTICLE 3
GRIEVANCE PROCEDURE

Section 1

Purpose. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of Employee grievances and disputes over alleged violations of this Agreement. There shall be an attempt to resolve informally or at the earliest possible stage of all grievances. Informal settlements in any stage shall bind the immediate parties to the settlement but shall not serve as a precedent in any other grievance proceeding.

Section 2

A "grievance" is a claim by an employee or group of employees that there has been a misinterpretation, violation, or misapplication of any provision of this agreement.

Section 3

- a. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.
- b. An aggrieved person may be represented at all levels of the grievance procedure by himself/herself or at the Employee's option, by a representative selected or approved by the Association. When an Employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest.
- c. All meetings and hearings shall be conducted in PRIVATE and shall include only witnesses, the parties in interest, and their designated or selected representatives.
- d. The failure of an employee to act on any grievance within the prescribed time limits (within ten calendar days) 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 level. The time limits, however, may be extended by mutual agreement. All time limits shall consist of calendar days.
- e. 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 instruction program and related work activities of the grieving employee, other employees, or the employer.

Section 4

- a. First Level - Within ten (10) calendar days of the date of the alleged violation, the employee shall notify the principal or his/her immediate supervisor of his/her request for an informal discussion on the alleged grievance. The principal or immediate supervisor shall set a date and time for the informal discussion to be held not later than ten (10) calendar days after the notification.
- b. Second Level - If the grievance cannot be resolved informally at Level 1, the aggrieved Employee shall file the grievance in writing. Official grievance forms can be obtained in all building offices. The grievance should be filed with the same supervisor as in level one within ten (10) calendar days from the date of the informal discussion. The supervisor shall at the time of receipt of the written grievance, set a time and date to discuss the matter. (See page 10)

The supervisor shall make a decision on the grievance and communicate it in writing to the employee and to the superintendent or his/her designee within ten (10) calendar days after the receipt of the written level 2 grievance.

The written grievance shall state the nature of the grievance, shall note the specific clauses of the agreement allegedly violated, and shall state the remedy requested.

c. Third Level - In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved employee shall file, within seven (7) calendar days of the written decision at the second level a copy of the grievance with the superintendent. Within ten (10) calendar days after such written grievance is filed, the aggrieved and the superintendent shall meet to resolve the grievance. The superintendent shall file a final answer to the grievance within ten (10) calendar days of the third level grievance meeting and communicate it in writing to the employee and the Association.

Section 5

Other General Provisions

- a. No punitive action or negative recommendation shall be based on anyone's participation in a grievance procedure.
- b. Records of grievance procedures are not to be kept in employee's personnel file, but they may be kept in a separate grievance file.
- c. The aggrieved party may withdraw his/her written grievance at any level in the procedure.
- d. Grievances shall be handled as rapidly as justice will allow, but the number of days allotted for any level in the procedure may be extended by mutual agreement.
- e. In the event that a grievance is filed when the end of the school year would interfere with the processing of the grievance through all the levels and if the unresolved grievance would result in irreparable damage to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the various levels may be exhausted prior to the end of the school year or not later than thirty (30) calendar days thereafter. Eleven (11) or twelve (12) month employees are excepted from this provision.
- f. Election of remedies - If the Association or any employee files any official claim or complaint in any form other than the grievance procedure of this agreement, then the employer shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE 4 *PUBLICATION OF AGREEMENT*

The employer shall provide electronic access to the current agreement on "Employee On-line" located on the District web page under Staff.

It is the employer's responsibility to provide new employees with access to the master contract beginning on the date of employment.

ARTICLE 5
NOTICES

Whenever a notice is required to be given by either of the parties to this Agreement to the other, they shall do so by certified letter or other mutually agreed methods of communication, as follows:

- a. If the notice is to be given by the employer to the association:

Polk Suburban UniServ Unit
777 3rd Street, Suite #114
Des Moines, IA 50309

- b. If the notice is to be given by the association to the employer:

Johnston Community School District
P.O. Box 10
Johnston, IA 50131

ARTICLE 6
SALARY AND BENEFITS

1. Pay Period
Employees will be paid through direct deposit once per month on the 19th day of each month. When pay date falls on or during a school holiday or weekend, employees shall receive their direct deposit on the last previous working day. Pay stubs will only be available through Employee On-Line. All employees will be provided district e-mail accounts.
2. Other Provisions
Pay will be based on the attached Salary Schedules

ARTICLE 7
ASSOCIATION RIGHTS

- A.** The Association shall have the right to use building mailboxes for announcements relating to the conduct of the Association business or on behalf of the members of the bargaining unit.
- B.** The Association may use district technology equipment after regular school hours provided such use in no way interferes with any aspect of the instructional or extracurricular program of the Employer.
- C.** The Association shall have the right to hold meetings on school district property after regular work hours. Time and place of meetings shall be arranged in advance with the building principal.
- D.** The Association may use bulletin board space in each school. Materials posted will only relate to the Association business.
- E.** Up to fifteen (15) days shall be available for representatives of the Association to use at its discretion. The Association shall reimburse the School District for the cost of the substitute, and there shall be no deduction from the Employee's pay or other leaves. No one person may take more than ten (10) days Association leave.

ARTICLE 8
DURATION

1. Duration Period

This agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2024. This is a two (2) year agreement for all articles

2. Notification

- A. Either party may give written notice to the other party to negotiate changes to this contract for fiscal year 2023-2024 on or before the 15th day of January, 2023.
- B. The District and Association have agreed to a 3.27% increase on wages (including step movement for the 2022-2023 fiscal year) for fiscal year 2022-2023. The District and the Association have agreed to reopen the contract to negotiate Article VI, Salaries and Benefits, in year two of the agreement.

3. Signature Clause

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 1st day of August 2022.

JOHNSTON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION (Association)

JOHNSTON COMMUNITY SCHOOL
DISTRICT (Employer)

By Melanie A. Wood
President

By Kate Frix
President

By Melanie A. Wood
Chief Negotiator

By Rya Edal
Chief Negotiator

2022-2023 JESPA SALARY SCHEDULE

Schedule A - Associates

| Step | Transportation & Crossing Guard | 4 year-old Preschool/ Library/ Secretarial/Special Ed/Teacher | Lunch Time Supervisor | S&P | Interpreter | Safety Monitor |
|-------|---------------------------------|---|-----------------------|---------|-------------|----------------|
| 0 | \$16.76 | \$17.18 | \$16.95 | \$18.18 | \$26.41 | \$17.01 |
| 1 | \$16.96 | \$17.38 | \$17.15 | \$18.38 | \$26.61 | \$17.21 |
| 2 | \$17.16 | \$17.58 | \$17.35 | \$18.58 | \$26.81 | \$17.41 |
| 3 | \$17.36 | \$17.78 | \$17.55 | \$18.78 | \$27.01 | \$17.61 |
| 4 | \$17.56 | \$17.98 | \$17.75 | \$18.98 | \$27.21 | \$17.81 |
| 5-6* | \$18.14 | \$18.56 | \$18.33 | \$19.56 | \$27.79 | \$18.39 |
| 7-8** | \$18.24 | \$18.66 | \$18.43 | \$19.66 | \$27.89 | \$18.49 |
| 9+*** | \$20.20 | \$20.62 | \$20.39 | \$21.62 | \$29.85 | \$20.45 |

Schedule B - Nutrition

| Step | Team Lead | Variable Hour Cook |
|-------|-----------|--------------------|
| 0 | \$17.97 | \$16.40 |
| 1 | \$18.17 | \$16.60 |
| 2 | \$18.37 | \$16.80 |
| 3 | \$18.57 | \$17.00 |
| 4 | \$18.77 | \$17.20 |
| 5-6* | \$19.35 | \$17.78 |
| 7-8** | \$19.45 | \$17.88 |
| 9+*** | \$21.41 | \$19.84 |

Schedule C - Custodians

| Step | Head Custodian | Night Custodian | Utility Custodian & CDL Driver | General Custodian |
|-------|----------------|-----------------|--------------------------------|-------------------|
| 0 | \$21.43 | \$19.73 | \$20.08 | \$19.73 |
| 1 | \$21.63 | \$19.93 | \$20.28 | \$19.93 |
| 2 | \$21.83 | \$20.13 | \$20.48 | \$20.13 |
| 3 | \$22.03 | \$20.33 | \$20.68 | \$20.33 |
| 4 | \$22.23 | \$20.53 | \$20.88 | \$20.53 |
| 5-6* | \$22.81 | \$21.11 | \$21.46 | \$21.11 |
| 7-8** | \$22.91 | \$21.21 | \$21.56 | \$21.21 |
| 9+*** | \$24.87 | \$23.17 | \$23.52 | \$23.17 |

*Employees who have completed 5-6 years of employment in the same job classification will receive an additional \$.58/hour.

*Employees who have completed 7-8 years of employment in the same job classification will receive an additional \$.68/hour.

***Employees who have completed 9 years or more in the same job classification will receive an additional \$2.64/hour.

Employees who lost a day from the 2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 contract will receive an additional \$.05 per hour, each year, which will be maintained until their employment with the District ends.

Mentors shall be paid \$250 each.

Employees attending school improvement committee meetings outside the contracted day shall be paid at his/her normal hourly salary for time in attendance.

CLASSIFICATION PAY ADJUSTMENTS

A. Those custodians who have a valid engineer or fireman's license shall be paid the following:

- Fireman's License.....\$100.00 per year
- Engineer's License.....\$140.00 per year
- Pool License.....\$200.00 per year

B. Associates who received their paraeducator certification shall be paid the following:

- Level 1.....\$.55/hour
- Level 2.....\$.75/hour

C. Food service Employees who have obtained School Nutrition Association Certification (SNA) and/or National Restaurant Association ServeSafe Certification shall be paid the following:

- SNA Certified.....\$.50/hour
- NRA ServeSafe Certified.....\$.50/hour

Verification of each certification will need to be filed with the Nutrition Services Department prior to the start of the school year for the employee to earn the extra stipend(s).

D. Severe and Profound Associate Pay: special education associates assigned to this pay grade will include:

1. Associates assigned to work with students in the severe and profound classrooms.
2. Associates assigned to work with a student(s) who:
 - a. Requires lifting, positioning, or toileting on a regular basis.
 - b. Requires assistance with toileting, which includes changing clothing or wiping on a regular basis.
 - c. Requires regular assistance with the clean-up of bodily fluids that meet the amount criteria listed by OSHA's definition of regulated waste.
 - d. Requires assistance that results in the associate being the target or recipient of aggression (e.g., hitting, kicking, spitting, biting) on a regular basis.
 - e. Requires assistance with restraint or seclusion on a regular basis.

APPENDIX A
JOHNSTON COMMUNITY SCHOOL DISTRICT
JESPA GRIEVANCE FORM

Employee: _____

Building /Department: _____

Assigned Grade Level, Subject or Area: _____

LEVEL ONE -

The alleged violation was brought to the attention of the principal or designee,

_____, on _____
(Principal/Designee Name) (Date)

LEVEL TWO -

(a) Date alleged violation occurred: _____

(b) Section(s) of contract alleged to have been violated: _____

(c) Statement of Grievance* _____

(d) Relief Sought* _____

Employee's Signature

Date

(e). Disposition by Principal or Designee _____

Employee's Signature

Date

LEVEL THREE –

(a). Signature of Aggrieved Person: _____

Date submitted to Superintendent or designee _____

(b). Disposition by Superintendent or designee _____

Signature of Superintendent or Designee

Date