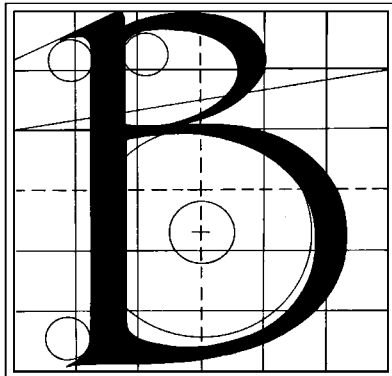


Master Contract
Between
The Bettendorf Community School District
and the
Bettendorf Educational Support Association
(BESA)
for the School Year
2010/2011



July 2010

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**MASTER CONTRACT
BETWEEN THE
BETTENDORF COMMUNITY SCHOOL DISTRICT
AND THE
BETTENDORF EDUCATIONAL SUPPORT ASSOCIATION
FOR THE SCHOOL YEAR
2010-2011**

**ARTICLE I
RECOGNITION & DEFINITIONS**

1.1 - Recognition. The Employer recognizes the Bettendorf Educational Support Association, as the certified, exclusive and sole collective bargaining representative of all Employees described by and defined in the Public Employment Relations Board's Certification in Case No. 901, issued May 3, 1977, and the amendment agreed to December 17, 1978. The unit described in the above certification is as follows:

INCLUDED: Secretaries and Paraeducators.

EXCLUDED: All secretaries in the Administrative Center, Maintenance/ Transportation Center, and all those excluded in Section 20.4 of the Public Employment Relations Act.

1.2 - Definition.

- a. The term "Employer" shall mean the Bettendorf Community School District or when specified hereinafter, its Board of Education or other representatives or agents.
- b. The term "Employee" shall mean those Employees specified by the P.E.R.B. Certification and amendment and described in Section 1.1 above.
- c. The term "Association" shall mean the Bettendorf Educational Support Association, or when specified hereinafter, its duly authorized representatives or agents.

**ARTICLE II
DUES DEDUCTION**

2.1 - Authorization. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Superintendent or the Superintendent's designee an authorization for payroll deduction of Association dues. The form of authorization shall be set forth in Appendix "D". Such authorization may be revoked at any time upon thirty (30) days written notice to the Employer's payroll department, and the Association.

2.2 - Regular Deduction. Upon receipt of an appropriate written authorization by the Employee, the Employer will begin deductions on the first payroll period in October, and deductions will be made on a bimonthly basis for no longer than five (5) months thereafter. The

amount of the deduction will be determined by the Association and submitted to the payroll department by October 1 of each year.

2.3 – Transmission of Dues. The Superintendent, or the Superintendent’s designee, shall transmit to the Association bimonthly, within the (10) days from the time of deduction, the amount so deducted together with a list of Employees to whom said amounts are to be credited.

2.4 – Liability and Errors. Any errors regarding dues deductions shall be immediately reported by an Employee to the payroll department and to the treasurer of the Association. The Association agrees to hold the Employer harmless against any claims of liability arising out of the operation of this article excepting any claims or liability resulting from errors of the Employer or its agents or representatives.

ARTICLE III **GRIEVANCE PROCEDURE**

3.1 - Purpose. The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3.2 - Definition. A "Grievance" is defined as a claim by an Employee or the Association that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

3.3 - Any grievance shall be processed in the following manner:

Level I - An aggrieved Employee or the Association, by its designated representative, (hereinafter severally called the "grievant") shall attempt to resolve the grievance informally, within twenty (20) working days of its occurrence (or within twenty (20) working days after such occurrence is known to the grievant) by informal discussion with the appropriate immediate supervisor. An aggrieved Employee at the Employee's option may be accompanied by an Association representative of the Employee's choosing. The immediate supervisor will reply orally (or in writing if requested by the grievant) to the grievant within five (5) working days after discussion of the grievance.

Level II - If, after discussion with the grievant's immediate Supervisor at Level I, the grievance is not settled and the grievant wishes to appeal the grievance to Level II, the grievant will reduce the grievance to writing (on the form attached to this Agreement as Appendix "B") and submit it to the appropriate supervisor within five (5) working days after receipt of the immediate supervisor's oral or written answer. The written grievance shall contain a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought. The Supervisor shall provide a written answer to the grievant within five (5) working days after receipt of the written grievance.

Level III - If the grievance is not settled at Level II and the grievant wishes to appeal the grievance to Level III, the written grievance shall be submitted to the Superintendent or the Superintendent's designee within five (5) working days after receipt of the Supervisor's written answer. The Superintendent or the Superintendent's designee will, if requested by the grievant, meet with the grievant within five (5) working days after receipt of the grievance. The Superintendent or the Superintendent's designee will provide a written answer to the grievant within five (5) working days of such meeting.

Level IV - Grievances not settled at Level III of the grievance procedure may be appealed to arbitration by the Association by written notice of a request for arbitration, submitted to the Superintendent or the Superintendent's designee within ten (10) working days of receipt of the Superintendent's answer in Level III. Within five (5) working days of receipt of such request, representatives of the Employer and the Association shall attempt to select a mutually acceptable arbitrator. Failing to do so, they shall within ten (10) days of such arbitration request, jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Within five (5) days after receipt of such list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator shall within the scope of the arbitrator's authority, be final and binding upon the parties. Upon mutual agreement between the Employer and the Association, grievances involving similar facts, issues and contract provisions shall be consolidated for hearing and determination. The Employer and the Association will share equally in any joint costs of the arbitration procedures, such as the fee and expense of the arbitrator and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

3.4 - The failure of any Employee or the Association or its representatives to appeal a grievance to the next level within the time limits specified above shall bar further appeal, provided, however, the failure of the Employer's specified representatives to answer a grievance within applicable time limits shall constitute a denial and permit appeal to the next level, and provided further that any such time limits may be extended by mutual agreement.

3.5 - All grievances at Levels I, II, and III shall be presented, discussed, and processed on the Employees' non-working time. "Non-working time" is defined as before and after the normal workday and during Employees' duty-free lunch periods, provided the Employee has no contractual assignments during such time.

3.6 - Any Employee whose presence is necessary at a Level IV arbitration hearing will be allowed to use personal leave for such purpose or may elect to take the day off without pay. In the latter case, the Employee is responsible for paying the cost of the substitute, and this time may only be taken in one-half (1/2) day increments.

ARTICLE IV
HOURS OF WORK

4.1 - Purpose. The purpose of this Article is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work shall be made by the Employer and may be changed from time to time to meet changing times.

4.2 - Work Week. Regular full-time Employees shall be defined as those Employees who work thirty (30) to forty (40) hours during a normal work week, excluding lunch periods, from Sunday through Saturday. The normal work week for regular part-time Employees shall be less than thirty (30) hours, excluding lunch, depending on assignments.

4.3 - Work Schedule. All Employees shall be assigned a regular schedule which shall have a regular starting and quitting time. Work schedules showing the Employee's work days and hours shall be determined by the Employee's immediate supervisor and filed each year with the Employee's immediate supervisor.

4.4 - Lunch Period. Employees shall be provided a continuous thirty (30) minute duty free lunch period without pay. However, it is understood, should emergency situations develop, regularly scheduled lunch periods may be temporarily changed.

ARTICLE V
WAGE AND JOB DESCRIPTION

5.1 - The hourly rate of pay and job classification of Employees covered by this agreement is set forth in Appendix "A" attached hereto.

5.2 - Method of Payment. Employees shall be paid biweekly (on alternate Fridays) for work performed or paid leaves of absence.

5.3 - Overtime Compensation.

Overtime shall include work performed by the employee at the direction of the Building Principal or their designee. For purposes of computing overtime, sick leave and holidays shall be considered time worked. Overtime shall be paid for hours beyond forty (40) hours per week. Overtime shall be paid at the rate of time and one-half of the Employee's regular hourly rate.

5.4 - Compensatory Time. The Employer may permit Employees to have compensatory time off in lieu of immediate overtime pay in cash, at a rate of not less than one and one-half hours for each hour of overtime worked. The maximum compensatory time which may be accrued shall be 240 hours (not more than 160 hours of actual overtime hours worked). The Employer and the Employee shall reach an understanding regarding compensatory time before the performance of the overtime work. Unused compensatory time will be carried forward to the following year. At the time employment with the District ceases, the Employee will be paid for her/his unused compensatory time.

5.5 - For Employees whose Letter of Assignment stipulates a five day work week, Employees will be compensated for Holidays and Sick Leave based on the number of hours in their Letter of Assignment. Any permanent change in hours will be reflected in a revised Letter of Assignment.

5.6 - The District shall pay mileage to Employees who must travel between buildings as part of their assigned duties and for other assigned duties which require travel. The rate of reimbursement will be in accordance with Board Policy.

5.7 - The District retains the option of where to place new Employees on the schedule. If an Employee has been involuntarily transferred to a lower classification, the Employee shall continue to be paid as if the Employee had remained in their previous classification.

5.8 - Reclassification. An Employee or group of Employees requesting reclassification will submit written request to meet with the BESA Board by November 15. Following this meeting, said Employee(s) will submit written request by January 1 to the building principal, with copies to the Human Resource Director and BESA President. A meeting will be scheduled during January with these individuals and the Employee(s) making the request to review the reclassification. When a group of Employees is involved, a representative committee may be assigned by the Human Resource Director and the BESA President. A recommendation will be made by the committee and sent to the Superintendent within ten (10) working days from the date of the meeting. The Employee(s) will be notified in writing of the final decision. If a classification change is made, it will become effective July 1 of the next fiscal year. The reclassification will be non-grievable.

ARTICLE VI **HOLIDAYS**

6.1 - Twelve Month Employees. Twelve month Employees shall be granted days off with pay on the following holidays: Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Year's Day, Thursday preceding Good Friday, Good Friday, Presidents' Day, Memorial Day.

6.2 - Ten Month Employees. Ten month Employees shall be granted days off with pay on the following days: Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Year's Day, Thursday preceding Good Friday, Good Friday, Presidents' Day, Memorial Day.

6.3 - Ten and Twelve Month Employees. Employees working less than a five (5) day workweek shall have their holidays prorated (i.e. if an employee works four (4) 6-hour days, their holiday pay will be 4.8 hours (24 hours divided by 5 days for the designated holidays).

6.4 - Holidays shall be adjusted to the official school calendar should some of the above designated holidays be scheduled on workdays for the certified staff.

6.5 - All Employees who are regularly scheduled to work in the afternoon shall be allowed to leave one (1) hour early on the day prior to Thanksgiving and Winter Break, as long as the District provides for early dismissal of students in its calendar. This early dismissal is with pay. Employees who are responsible for students may leave after their students are dismissed.

ARTICLE VII
VACATIONS

7.1 - Regular full-time twelve month Employees, who have completed a prescribed period of service, shall be granted paid vacation as indicated below. The period of service will be measured from the employee's initial date of hire.

- a. More than six (6) months, and less than one (1) year's service = one (1) week vacation.
- b. More than and equal to one (1) year and less than three (3) years = two (2) weeks vacation.
- c. More than and equal to three (3) years and less than 10 years = three (3) weeks vacation.
- d. More than and equal to ten (10) years = four (4) weeks vacation.

Twelve-month employees who have completed at least six (6) months of service shall be granted to following paid vacation:

Amount of Service	Vacation Factor	Vacation Earned	Accrued Vacation
0 month	0.8334		
1 month	0.8334		
2 months	0.8334		
3 months	0.8334		
4 months	0.8334		
5 months	0.8334		
6 months	0.8334	5.0000	5.0000 days
7 months	0.8334	0.8334	5.8334
8 months	0.8334	0.8334	6.6668
9 months	0.8334	0.8334	7.5002
10 months	0.8334	0.8334	8.3336
11 months	0.8334	0.8334	9.1670
12 months	0.8334	0.8334	10.0000 days*
13 through 24 months	0.8334	0.8334 per month	10.0000 days per year
25 through 36 months	0.8334	0.8334 per month	10.0000 days per year
37 through 120 months	1.2500	1.2500 per month	15.0000 days per year
121 months and up	1.6667	1.6667 per month	20.0000 days per year

*The 10 days shown here illustrates an employee would earn a total of 10 days vacation after working 12 months (one year).

After the employee has completed six (6) months of service, vacation will be retroactive to the first calendar month of service, provided the employee worked 10 or more days in that calendar month. (A calendar would be a whole month, i.e. the month of April.) No vacation will be granted until six (6) months of service has been completed.

Each paycheck will indicate a prorated share. Employees who work less than eight (8) hours per day will receive a prorated vacation equal to their letter of assignment.

7.2 - Regular ten (10) month Employees who have completed more than six (6) months continuous service shall receive five (5) days paid vacation during the winter break.

Regular ten (10) month Employees who assume a twelve (12) month job will have their ten-month length of service prorated to determine twelve-month vacation allowance. Vacation will be granted accordingly.

7.3 - Employees eligible for vacation must seek approval from the building principal for the time period desired. Vacations must be taken in increments of at least one-half day and coordinated with the workload for that position unless otherwise agreed between the Employee and the building principal.

ARTICLE VIII **INSURANCE AND OTHER BENEFITS**

8.1 - Health Insurance. All regular full-time Employees are eligible to elect Employee or family health insurance coverage equivalent to the Alliance Select \$500/\$1000 Blue Rx Plan. The Employer shall pay 92% of single or family health insurance premiums. Employees hired for the 2009-2010 school year and after will not be eligible for participation in the District health insurance program unless their letter of assignment meets or exceeds 6.75 hours per day and 33.75 hours per week.

Employees hired prior to the 2009-2010 school year, and who currently receive health insurance benefits, who work a minimum of six (6) hours daily and 30 hours per week will be grandfathered in to be eligible for coverage under the District's health insurance plan at the same benefit level as other eligible employees.

Beginning 2009-2010, only employees currently covered under District health insurance, who are involuntarily reduced to work between 25 to 30 hours per normal work week, will continue to be covered at the same benefit level as a full-time employee, for up to a maximum of **24** months, as long as they remain in continuous employment with the District.

8.2 – Life Insurance. The Employer shall pay 100% of the premiums for a \$35,000 employee life insurance policy for all regular full-time employees.

8.3 – Dental Insurance. The Employer shall provide to all regular full-time Employees single dental insurance coverage. If available, the employee at his/her option may have the district deduct the premium difference between family and single dental insurance coverage from his/her check.

8.4 – Long Term Disability Insurance. The total cost of disability income protection shall be paid by all regular full-time Employees aged 70 years or younger through payroll deductions.

All full time Employees will be eligible to participate in the Flexible Benefits Plan.

ARTICLE IX
TRANSFER PROCEDURES

9.1 - Vacancies. Promotional opportunities for existing Employees occur upon the creation of a new position or when a vacancy needs to be filled. A list of vacancies which occur during the school year and for the following school year shall be posted on designated bulletin boards in all buildings. A notice of vacancies which occur between the end of the traditional school year and the start of the next traditional school year shall be mailed to the Association president. Employees who desire to apply for such position shall submit written application to the Office of Human Resources within five (5) working days of such posting. Employees not selected to fill such vacancies will be notified in writing. Vacancies created by the establishment of new bargaining unit positions shall be posted and filled in the same manner.

Employees who transfer from one classification to another classification will retain the seniority earned in the previous classification separate from the seniority earned in the new classification.

9.2 - Transfers. Nothing in this Agreement shall be construed as restricting the Employer from exercising its right to fill vacancies, or to hire Employees from outside the District.

9.3 - In the event an employee is no longer needed for an assignment, the employee may be involuntarily transferred to another position.

ARTICLE X
LAYOFF PROCEDURES

10.1 - In the event the Employer determines that Employees must be laid off, those Employees with the least seniority within the classification that is to be reduced in number will be the first laid off. Two weeks notice will be given to those being laid off. A Paraeducator may be given two weeks notice and laid off in the event the Paraeducator is no longer needed for the assignment. Such a Paraeducator may have recall rights under Section 10.2. A Paraeducator may be recalled to a position for which the Employer determines the needs of the District will best be met as defined in Article XII, Management. However, a Paraeducator hired after June 30, 1997 and laid off may not exercise seniority rights as defined in section 10.3(b).

10.2 - Recall. Employees who are laid off may have recall rights in inverse order of lay-off to the classification from which they were laid off, or for a lower classification if seniority entitles them, for a period of fifteen (15) months. If an Employee fails to notify the Office of Human Resources of a change of address or, within five (5) days of receipt of notice of recall, fails to advise the Superintendent or the Superintendent's designee of the employee's desire and availability to return to work, the Employee shall forfeit all recall rights. A Paraeducator may be recalled to a position for which the Employer determines the needs of the District will best be met, as defined in Article XII, Management.

10.3 - Seniority. Seniority is defined in the following manner:

- a. Seniority is earned in the classification to which the Employee is assigned. If an Employee changes classification he/she retains the seniority in the previous classification.

For lay-off purposes the least senior Employee within the affected classification will be the first laid off.

b. Seniority shall be calculated by hire date of employee's continuous years of service.

c. The Association shall be provided a District-wide seniority list by November 1 of each year of all Employees covered by this agreement as of September 15 of the current school year. This list will contain: the name of each Employee, date hired, and seniority earned. Any Employee who disputes her/his seniority must raise the question no later than 30 calendar days after receipt of this list. The Association will be provided a corrected seniority list from the District within 30 days of receipt from the Association, provided corrections are necessary.

ARTICLE XI **LEAVES**

11.1 - Personal Leave. Each Employee will be allowed two (2) days leave without loss of pay each school year for bona fide personal or legal business, with no reason given, provided the Employee's immediate supervisor is given five (5) workdays advance notice (except in case of emergency), and provided further that no such day is taken before or after any holiday, fall, winter or spring breaks, or during the first five school days and the last five school days of the school year. Personal leave may not be taken on the employee's first assigned workday before or after non-working breaks. However, permission may be granted by the Superintendent or Superintendent's designee in exceptional cases. Decisions regarding such exceptional cases are not grievable or precedent setting.

At the end of each school year, up to two (2) days of unused personal leave will be carried over to an accumulated maximum of four (4) days available in the next school year. Any unused personal leave beyond that will be converted to sick leave.

The leave is not to be used for business which can be conducted during the Employee's non-working time. Leaves may be taken in not less than one-half (1/2) day increments.

11.2 - Sick Leave. Employees shall be granted leaves of absence with pay for personal illness or injury, not covered by Worker's Compensation, in the following amounts:

- a. Ten Month Employees..... 15 days
- b. Twelve Month Employees..... 18 days

Sick leave is accumulative without loss or limitation. An Employee may be required to present medical proof of sickness, injury or inability to return to work for absences of five (5) consecutive days or more; however, in cases of suspected abuse the employee shall be informed of such suspicion and that medical proof may be required on subsequent absence, in addition to any disciplinary action that may be taken.

A complete record of accumulated leave days for each Employee will be available on-line for their review.

11.3 - Non-Critical Family Illness Leave. An Employee upon application to and approval by the Superintendent or the Superintendent's designee may be granted up to five (5) days of leave each school year without loss of pay for serious, critical, or non-critical illness in the Employee's immediate family, defined as the Employee's spouse, child, parent, sister, brother, father-in-law or mother-in-law.

In the event that all non-critical family illness leave has been used, up to five (5) days of additional leave shall be taken from the Employee's available sick leave. An Employee may be required to present medical proof of sickness for absences of five (5) consecutive days or more; however, in cases of suspected abuse the Employee shall be informed of such suspicion and that medical proof may be required on subsequent absence, in addition to any disciplinary action that may be taken. See also Compassion Leave 11.5.

11.4 - Bereavement Leave. An Employee shall be granted up to seven (7) working days leave of absence with pay in the event of a death in the Employee's immediate family, which is defined as the Employee's spouse, child, parent, sister, brother, father-in-law or mother-in-law.

An Employee shall be granted up to two (2) days leave of absence with pay in the event of a death of the Employee's grandparents, spouse's grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunts, uncles, nieces, or nephews. See also Compassion Leave 11.5.

Non-consecutive Bereavement Leave may be taken with at least five (5) school days notice to the Office of Human Resources.

An employee shall be granted one (1) day of leave with pay per school year in the event of a death of a friend.

11.5 - Compassion Leave. When appropriate paid leaves have been taken or such leave is not appropriate to the situation, an Employee may, upon application to and approval by the Superintendent or the Superintendent's designee, be granted compassion leave, i.e., when a unique relationship or care-giving responsibility exists which would not be precedent setting, would not be subject to grievance, and would occur with no loss of seniority or experience previously established.

When an Employee has a domestic partner, the Superintendent or superintendent's designee may provide the Employee the leave allowed for a spouse under the conditions of Article 11.3 and 11.4.

11.6 - Professional Leave. Employees may be granted professional leave to attend professional conferences, seminars, or meetings for work related purposes, upon ten working days prior written application to and approval by the Superintendent or the Superintendent's designee.

11.7 - Jury and Witness Duty. Any Employee required to perform jury duty or to appear and testify in any judicial proceeding (including proceedings where an Employee's attendance is required by the Employer) during an Employee's working time shall be granted leave for such purpose and shall receive the difference in compensation between the Employee's normal compensation and compensation received from such duty. Personal leave will be used for

attendance in judicial proceedings initiated by the Employee, and the Employee will not be eligible for jury and witness duty compensation.

11.8 - Family Medical Leave Act. The District shall comply with the provisions of the Family Medical Leave Act, consistent with Board Policy.

ARTICLE XII **MANAGEMENT**

The Employer shall have the right to direct the work of its Employees; hire, promote, demote, transfer, and assign Employees; discipline or suspend for proper cause; maintain the efficiency of its operation, determine and implement methods, means, assignments and personnel by which its operations are to be conducted; take such actions as may be necessary to carry out its mission; initiate, prepare, certify, and administer its budget; and exercise all powers and duties granted to the Employer by law.

ARTICLE XIII **GENERAL PROVISIONS**

13.1 - It is understood and agreed that Employees covered by this Agreement have the right to join and/or assist the Association or engage in concerted activities insofar as any such activity is not prohibited by laws of the State or by any of the terms of this Agreement. Conversely, it is understood and agreed that any Employee covered by this Agreement may refuse to join and/or participate in the activities of the Association, including the payment of any dues, fees, or assessments or service fees of any type.

13.2 - Use of Facilities. The Association, through its officers, may request from the appropriate building principal or the principal's designee the use of the Employer's buildings and equipment for the purposes of Association meetings and to distribute Association communications to Employees. Such buildings and equipment shall not be used during school hours or times when buildings and equipment are otherwise in use. The Association shall pay the normal charges, if any, for all facilities, equipment and materials used.

13.3 - Communications. The Association shall have the right to post notices of Association meetings, its elections and the results thereof, its social or educational activities, and such other notices as may be mutually agreed upon. Such notices may be posted on such bulletin boards as are accessible to and used by Employees covered by this Agreement, but not in areas open to students or the public. Such notices may also be sent through school email in accordance with board policies.

13.4 - Access to Employees. Representatives of the Association's affiliates shall have access to Employees, for lawful Association business, during Employees non-working time and during duty-free lunch periods provided that such access shall not interfere with or interrupt school operations and provided further such Employees have no contractual assignments during such time. Advance notice of intended access shall be given to the appropriate building principal.

13.5 - Activity Passes. Displaying an Employee ID badge entitles each Employee and a guest admission to all school-sponsored activities, except designated fund-raising projects, student musicals and variety shows, and all local athletic tournaments. The Employer shall determine the procedure for the issuance of such passes.

ARTICLE XIV **HEALTH AND SAFETY**

14.1 - Physical Fitness - New Employees. All new Employees, upon initial employment, shall provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Forms for such purpose shall be provided by the Employer. The employment physical shall be paid by the employer and will be conducted by a contracted provider selected by the District. If the new employee sees a doctor of his/her own choosing, it will be at the employee's expense. Each new Employee shall be advised in writing of the physical fitness requirements at the time of employment. Failure to notify the Employee of such requirement shall not deprive the Employee of any wages or benefits under this Agreement prior to fulfilling the physical fitness requirement.

14.2 - Physical Fitness - Continuing Employees. Employees whose physical condition may be questioned by the Employer shall present satisfactory medical evidence when requested. The District reserves the right to request a second opinion at the District's expense.

14.3 - Safety. On days when school start time is delayed or when school is in session and then closed during the day, the Employee may take leave without pay, take personal leave, or make up the missed work time when students and/or teachers are present as long as no overtime is accrued. Vacation time may also be utilized where appropriate.

ARTICLE XV **IN-SERVICE WORKSHOPS**

15.1 - In-service workshops may be conducted during the school year at the discretion of the Employer.

ARTICLE XVI **COMPLIANCE CLAUSES AND DURATION**

16.1 - Individual Letters of Assignment. Any individual Letter of Assignment between the Employer and an Employee covered by this Agreement shall be consistent with the terms of this Agreement, and if any such individual Letter of Assignment is inconsistent with the terms of this Agreement, this Agreement during its duration shall control.

16.2 - Separability. If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

16.3 - Printing Agreement. Copies of this Agreement shall be printed, at the expense of the Employer and given to all Employees covered by this Agreement within thirty (30) days after the

Board ratifies the contract. New Employees will be given a copy of this agreement upon their hire date.

16.4 - Notices. Whenever any notice is required to be given either party may do so by certified letter or letter at the following designated addresses:

The Employer: Bettendorf Community Schools
Administration Center
P.O. Box 1150
Bettendorf, Iowa 52722

The Association: The Home Address of the Association President or the President's home school when school is in session

16.5 - Complete Agreement. This Agreement constitutes the entire Agreement between the parties hereto and any modifications of this Agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. In the absence of such agreement, neither party hereto shall have any duty or obligation to bargain with respect to any changes, modification, or additions to the Agreement during its life.

16.6 - Duration. This Agreement shall be effective from July 1, 2010, and continue in full force and effect until June 30, 2011.

In witness thereof the parties have caused this agreement to be signed on

the _____ day of _____, 2010.

BETTENDORF COMMUNITY SCHOOL DISTRICT

By _____
(Board of Education President)

BETTENDORF EDUCATIONAL SUPPORT ASSOCIATION

By _____
(BESA Representative)

APPENDIX "A"

**STEPS AND SALARIES FOR
SECRETARIES AND PARAEDUCATORS
FOR THE
2010-2011 SCHOOL YEAR**

<u>SECRETARY</u>	<u>SECRETARY</u>	<u>PARAEDUCATOR</u>
A	B	
\$14.54	\$13.29	\$13.59

SECRETARY A: Principal's Secretary
 Associate Principal's Secretary
 Activities Secretary
 Guidance Secretary
 Registrar
 Student Information System Coordinator
 Thomas Edison Center (Alt High School) Secretary

SECRETARY B: Office Secretary
 Attendance Secretary
 Health Secretary
 Receptionist
 Resource Secretary

LONGEVITY: Part-time and full-time Employees, beginning with their seventh (7th) full year of District service as of July 1 will receive longevity pay of 15¢ per hour. Beginning with their tenth (10th) full year of District service as of July 1, Employees will receive an additional 25¢ (total 40¢) per hour of longevity pay.

APPENDIX "B"

GRIEVANCE REPORT

Date Filed: _____

Distribution of Forms:

- 1) Association
- 2) Employee
- 3) Appropriate Supervisor
- 4) Superintendent

BETTENDORF COMMUNITY SCHOOL DISTRICT

_____ BUILDING

A. DATE VIOLATION OCCURRED: _____

B. SECTION(S) OF CONTRACT OR POLICY VIOLATED: _____

C. STATEMENT OF GRIEVANCE: _____

D. RELIEF SOUGHT: _____

(Signature of Employee)

(Date)

E. DISPOSITION BY PRINCIPAL OR IMMEDIATE SUPERVISOR: _____

(Signature of Principal/Immediate Supervisor)

(Date)

Appendix “C”

Copy of Personal Leave Form on this page.

APPENDIX "D"

Replaces current dues language at the time PERB Board approves BESA and SEIU Affiliation Agreement.

DUES DEDUCTIONS

Upon receipt of an appropriate written authorization by the Employee, the Employer will begin deductions on the first following payroll period, and deductions will be made on a by-monthly basis for no longer than the term of this Agreement. The amount of the deduction will be determined by the Union annually and the Employer will implement said change within thirty (30) calendar days from notification.

The Employer agrees to deduct and transmit contributions to SEIU COPE each pay period from the wages of those Employees who voluntarily authorized such contributions on the forms provided for that purpose by SEIU Local 199. Those transmittals shall occur each payroll period and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee

Tommy Goodall
8-17-10

Judith Miller
BCSB District Representative
5/17/10