

# **MASTER CONTRACT**

**BETWEEN**

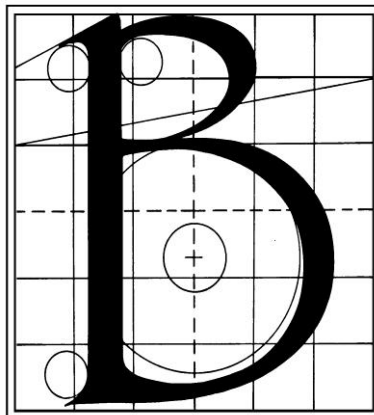
**THE BETTENDORF COMMUNITY SCHOOL  
DISTRICT**

**AND**

**THE SERVICE EMPLOYEE'S INTERNATIONAL  
UNION, LOCAL 199, AFL-CIO-CLC  
(SEIU)**

**FOR THE SCHOOL YEARS  
2011/2012, 2012/2013, 2013/2014**

“This agreement on language will be effective from July 1, 2011 and shall continue in full force and effect until June 30, 2014. Wages and insurance benefits will be effective from July 1, 2011 and shall be reopened at the end of each contract year.”



**July 2011**

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**MASTER CONTRACT BETWEEN**  
**BETTENDORF COMMUNITY SCHOOL DISTRICT**  
**AND THE**  
**SERVICE EMPLOYEE'S INTERNATIONAL UNION LOCAL 199**  
**(SEIU)**  
**FOR THE 2011/2012, 2012/2013, 2013/2014 SCHOOL YEARS**

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**ARTICLE I**  
**RECOGNITION & DEFINITION**

**1.1 - Recognition:**

The employer recognizes the Service Employee's International Union, Local 199, AFL-CIO-CLC, 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. 5006, issued November 2, 1993. The unit described in the above certification is as follows:

**INCLUDED:** Cooks, Bakers, Food Service Part-Time, Bus Drivers, Special Needs Students' Bus Drivers, Bus Aides, Day Custodians, Night Custodians, Part-Time Custodians, High School Security-Guard, Maintenance Specialist (Electrician, Mechanic, Carpenter), Maintenance Workers, Mechanic, Shipping/Receiving Van Driver and, Food Service Drivers/Inventory, Dispatchers, and Seasonal Workers.

**EXCLUDED:** Food Service Supervisor, High School Food Service Manager, Middle School Food Service Manager, Maintenance and Transportation Supervisor, Custodial Services Director, High School Head Custodian, Middle School Head Custodian, and all other supervisory employees excluded by Section 4 of the Act.

**1.2 - Definition**

- a. The term "Employer" shall mean the Bettendorf Community School District or when specified hereinafter, Board of Education or other representatives or agents.
- b. The term "Employee" shall mean those employees specified and described in Section 1.1 above.
- c. The term "SEIU" shall mean the Service Employee's International Union, or when specified hereinafter, its duly authorized representatives or agents.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

**2.1 - 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. The parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

**2.2 - Definition:**

A "Grievance" is defined as a claim by an Employee or the Union that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.

**2.3 - Process:**

Any grievance shall be processed in the following manner (an aggrieved Employee at the Employee's option, may be accompanied by an Employee representative of the Employee's choosing at all levels):

Level I - An aggrieved Employee shall attempt to resolve the grievance informally, within twenty (20) working days of its occurrence (or within twenty (20) after such occurrence is known to the grievant) by informal discussion with the appropriate immediate supervisor, director, manager, or head custodian).

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 the discussion.

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 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 Union by written notice of the request for arbitration, submitted to the Superintendent or to the Superintendent's designee within ten (10) 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 Union 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 the 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's authority shall be final and binding upon the parties. Upon mutual agreement of the Employer and the Union, grievances involving similar facts, issues and contract provisions shall be consolidated for hearing and determination. The Employer and the Union will share equally any joint costs of the arbitration procedure, 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.

#### **2.4 - Time Limit:**

The failure of any Employee 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 representative to answer a grievance within applicable time limits shall constitute a denial and permit appeal to the next level, and provided further any such time limits may be extended by mutual agreement.

#### **2.5 - Processing:**

All grievance at Level I, II and III shall be presented, discussed and processed on Employees' non-working time.

**ARTICLE III**  
**HOURS OF WORK**

**3.1 - 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 needs.

**3.2 - Work Week:**

The normal work week for regular full-time Employees shall be 30 to 40 hours work, excluding lunch periods, from Sunday through Saturday. The normal work week for regular part-time Employees shall be less than 30 hours, excluding lunch, depending on assignments.

**3.3 - Work Schedule:**

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

**3.4 - Lunch Period:**

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

**3.5 - Hours of Work:**

Full time (six [6] or more hours per day) food service shall receive two (2) paid fifteen (15) minute breaks per day to be scheduled by the Employer. Regular part-time Employees (four to less than six hours per day) shall receive one (1) paid fifteen (15) minute break per day to be scheduled by the Employer. Any Employee who works less than four (4) hours per day shall not receive a paid fifteen (15) minute break. Full time Employees shall not substitute paid break time for lunchtime.

**3.6 – High School Flex Schedule:**

Overtime will be paid when a District selected schedule change is in effect, making it necessary for less than fourteen (14) calendar days notice to be given to report to work on a Saturday. In addition, personal leave or non-critical leave will be considered as time worked under the above circumstances.

**ARTICLE IV**  
**WAGES AND JOB DESCRIPTIONS**

**4.1 - Rate:**

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

The district retains the option of where to place new Employees on the schedule. For classifications in Appendix "A" where there exists only a "start/probationary" rate and a regular rate, Employees shall advance to the regular rate upon successful completion of the probationary period.

**4.2 - Method of Payment:**

Employees shall be paid biweekly (on alternate Fridays) for work performed or paid leaves of absence. Generally, twelve month Employees shall be paid in twenty-six (26) equal installments unless the fiscal year dictates otherwise. Ten month Employees shall be paid for work performed in accordance with established practice.

Beginning 7-1-05 the District will change past practice and new employees pay will be two weeks after the close of the pay period.

Current employees will have the option of being deducted one (1) hour of pay per paycheck until the equivalent of two weeks pay has been deducted or having the same taken from accumulated vacation. Those employees without enough accumulated vacation may make other special arrangements with the business office.

**4.3 - Overtime Compensation:**

Overtime shall include work performed by the employee at the direction of the Building Principal, Director of Operations, Food Service Director 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.

**4.4 - Holiday & Sick Leave Pay:**

Employees will be compensated for holiday and paid sick leave at a rate which is commensurate with their normal workday.

#### **4.5 - Uniforms:**

The Employer agrees to provide all full-time food service personnel, maintenance, and custodians five (5) clothing uniforms within 90 calendar days of hire. In each year thereafter, full-time food service Employees will be reimbursed up to one hundred dollars (\$100.00) for a uniform allowance; custodians and maintenance will be reimbursed or issued a purchase order up to one hundred dollars (\$100.00) for a uniform allowance.

The Employer agrees to provide two (2) smocks for part-time food service workers and replace these smocks on an as-needed basis, as determined by the Employer, at no cost to the Employee. The smock is the property of the district and shall be turned in upon severance of employment. The Employee shall be responsible for the cleaning and care of the smock during employment.

The Employees are required to wear the uniforms and agree to have these uniforms laundered or repaired when required at no cost to the Employer. Should the uniforms deteriorate to a condition that is not appropriate in appearance as viewed by the Employer, then the Employee must purchase additional uniforms of the same type.

Appropriate shoes and boots as determined by the Employer shall be considered as part of the employee's uniform qualifying for reimbursement.

#### **4.6 - Emergency Closings:**

Those Employees who work only on days when school is in session and who report for work when school has been declared closed because of an emergency and who have not been notified of the closing, will be compensated at the rate of two (2) hours pay per occurrence, provided further that notice of the emergency closing had not been broadcast over the public radio and television stations.

#### **4.7 - License & Driver Uniforms:**

Bus drivers shall be reimbursed for their chauffeur's license. The Employer agrees to provide a jacket selected by the Employer for the purpose of wearing to out-of-town events and field trips. The jacket is the property of the Employer.

#### **4.8 – Certification:**

The Employer agrees to pay an additional 10¢ per hour for a food service employee who is certified with the Iowa School Food Service Association (ISFSA). The Employer will pay the ISFSA membership dues annually and certification dues every three years. In addition, the Employer will pay for the required renewal of fifteen (15) hours of coursework every three years. Existing Food Service certificates will be honored under this agreement. Employees who are required to hold state mandated certificates, with the exception of bus drivers, will be paid an additional 10¢ per hour.

**4.9 – Probation:**

New maintenance, transportation, food service and custodial employees shall serve a probationary period of ninety (90) work days.

**4.10 - Course Work:**

The Employer shall pay for all tuitions, books, and lab fees for courses that are required by the District.

**4.11 No Work/Work Cancellation:**

Employees will be paid a minimum of 2 hours of his/her regular rate if sent home by the employer, or called in to work by the employer, unless specifically covered by other Articles of this agreement.

**ARTICLE V**  
**HOLIDAYS**

**5.1 - 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 Years Day, Good Friday and the Thursday preceding Good Friday, Presidents' Day, and Memorial Day.

**5.2 - Ten Month Employees:**

Ten month Employees shall be granted days off with pay on the following holidays: Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Years Day, Good Friday, and the Thursday preceding Good Friday, Presidents' Day, and Memorial Day.

**5.3 - School Calendar & Holidays:**

Holidays for all Employees shall be adjusted to the official school calendar should some of the above designated holidays be scheduled as workdays for the certified staff.

**5.4 - Overtime/Holidays:**

Those Employees who are required to work on holidays will be compensated at the regular job rate for time worked in addition to their regular holiday pay. (Only for holidays not readjusted as Per Sec. 5.3).

**5.5 - Winter Break:**

Those Employees working on December 24 and December 31 will be granted half of each day off without loss of pay.

**ARTICLE VI**  
**VACATIONS**

**6.1 - Schedule:**

Regular full-time employees, defined as 260 days at 6 hours per day or .75 FTE, and part-time (260 day a year employees) who work 5 hours per day or more, 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 anniversary date.

- a. More than six months, and less than one year's service = 1 week of vacation
- b. More than and equal to 1 year and less than 3 years = 2 weeks vacation
- c. More than and equal to 3 years and less than 10 years = 3 weeks vacation
- d. More than and equal to 10 years = 4 weeks vacation

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

\*\*Based on an eight (8) hour work day

<b>Amount of Service</b>	<b>Vacation Factor</b>	<b>Vacation Earned</b>	<b>Accrued Vacation</b>
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	<b>5.0000 days</b>
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	<b>10.0000 days*</b>
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 of 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 the employee has completed six months of service.

\*\*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.

**6.2 - Approval:**

Employees eligible for vacation must seek approval from the Director of Operations, Food Service Director, or their designees for the time period desired. Vacations must be coordinated with the workload for that position. Leave for vacations must be taken in increments of at least one-half day.

**ARTICLE VII**  
**INSURANCE**

All full-time Employees are eligible to elect Employee or family health insurance coverage equivalent to the current Preferred Provider Option (PPO) 500/1000 Plan, \$35,000 Employee life insurance, and an Employee dental plan.

The District shall pay 100% single health insurance and 90% of the difference between single and family health insurance.

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

Beginning 7/1/05 the District will not provide District paid LTD insurance. LTD will be paid for by employees through payroll deduction.

**ARTICLE VIII**  
**VACANCIES**

**8.1 - Voluntary Transfers:**

If the Board of Education desires to fill a vacancy for a permanent position listed in Section 1.1 of this agreement, or has promotional position vacancies, in either case for the following school year and occurring prior to June 10 of any year, or at any time during the school year, written notice of such vacancy shall be forwarded to the Union President and be posted by the Superintendent or the Superintendent's designee on bulletin boards used by Employees at least ten (10) working days after the Employer decides to fill such vacancy. Employees who desire to apply for such positions shall submit written application to the Superintendent or the Superintendent's designee within five (5) working days of such posting. Employees not selected to fill such vacancies will

be notified. Vacancies created by the establishment of new bargaining unit positions shall be posted and filled in the same manner.

Employees transferred into a new position shall have a thirty (30) day probationary period to reach a minimum competency level in that position. The transferred employee may elect to revert to his or her prior position within twenty (20) working days.

**8.2 - Transfers:**

If two candidates apply for a position, the employee with seniority in the classification where the vacancy occurs shall be given preference provided the employee has demonstrated the necessary skills for the job. 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.

**8.3 - Notices:**

The Employer agrees to mail a copy of vacancy notices to the Union president.

**8.4 - Involuntary Transfers:**

Employees involuntarily transferred for disciplinary purposes shall receive written documentation, with reasons for such transfer, as part of the disciplinary process. Employees involuntarily transferred, not for disciplinary purposes, shall retain their current rate of pay. The salary shall be frozen until such time as the Employee's rate of pay coincides with the salary schedule. At the employee's request, the employee and Union representative shall be entitled to a conference with the appropriate Director and the Director of Human Resources to discuss the transfer.

**ARTICLE IX**  
**LAYOFF PROCEDURES**

**9.1 - Layoffs/Recall:**

In the event the Employer determines that Employees 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. Employees who are laid off shall have recall rights according to their classification in inverse order of layoff for a period of one year. If an Employee fails to honor a recall within five (5) days, the Employee shall forfeit all recall rights.

**9.2 - Procedures:**

- a. Seniority is only earned in the classification to which the Employee is assigned. If an Employee changes classification the employee

retains the seniority in the previous classification. For layoff purposes, the least senior Employee within the affected classification will be the first laid off.

For instance, an Employee with ten (10) years' seniority in "Food Service" transfers to "Custodian", and works there for two (2) years, the seniority status is ten (10) years "Food Service", two (2) years "Custodian". If a layoff should occur in "Custodian" and this Employee is least senior in "Custodian", the employee has the right to "displace" an Employee with less than ten (10) years' experience in "Food Service".

- b. When computing seniority, those Employees who work less than full time will gain position seniority status commensurate with that portion of the full time position worked. The seniority status will be determined by dividing the number of hours worked per day by the number of hours per day considered full time, then multiplying this quotient by the number of years worked.
  1. If an Employee works four (4) hours per day (in a normal eight (8) hour position), for two (2) years, seniority status will equal one (1) year (i.e.  $4/8 \times 2 = 1$ );
  2. If an Employee works seven and one-half (7-1/2) hours per day (in a normal 7-1/2 hour position), for one-half (1/2) year, seniority status will equal one half (1/2) year (i.e.  $7-1/2 / 7-1/2 \times 1/2 = 1/2$ );
  3. If an Employee works six (6) hours per day (in a normal eight [8] hour position), for twelve (12) years seniority status will equal nine (9) years (i.e.  $6/8 \times 12 = 9$ ).
- c. Employees assigned to a position, or previously assigned to a position not covered by this Agreement, but who maintain continuous employment within the District, shall retain their seniority rights within the classification(s) previously worked should they be reassigned to a position covered by this Agreement.

### **9.3 - Seniority List:**

The Employer shall provide the official seniority list by November 1<sup>st</sup>. Any Employee who disputes his/her seniority must raise the question no later than thirty (30) working days after the receipt of this list.

**ARTICLE X**  
**LEAVES**

**10.1 Personal Leave:**

Each Employee who works more than four (4) hours per day 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) work days advance notice (except in the 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 or last week of the school year. Permission may be granted by the Superintendent or the Superintendent's designee in exceptional cases. The leave is not to be used for business which can be conducted during the Employees' non-working time. Leaves may be taken in no less than half-day increments. Unused personal leave will be converted to sick leave.

Employees who work four (4) hours per day or less will be allowed one (1) day leave without loss of pay each school year following the same guidelines.

**10.2 - Sick Leave:**

Employees shall be granted leaves of absence with pay for personal illness or injury, not covered by Workmen's Compensation, in the following amounts:

- Ten (10) Month Employees – 15 days each year
- Twelve (12) Month Employees – 18 days each year

For employees hired after 7/1/05, sick leave is accumulated to a total of 120 days. Employees hired before that date have no limit on accumulation. All employees, without regard to date of hire are restricted to no more than 90 days of sick leave use for any one illness or injury.

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.

**10.3 - 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, brother, sister, 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 10.5.

#### **10.4 - 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, brother, sister, 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 death of the Employee's grandparents, spouse's grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, aunts, uncles, nieces, or nephews. Adopted children and step relatives are included in the above leaves. Non-consecutive bereavement leave may be taken with at least 5 school days notice to the Office of Human Resources. See also Compassion Leave 10.5.

#### **10.5 - Compassion Leave:**

When all 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 or accrued sick leave.

When an Employee has a domestic partner, the Superintendent or designee may provide the Employee with paid leave allowed under the subsections 10.3 and 10.4.

#### **10.6 - Parental Leave:**

An extended leave of absence without pay may be granted for reasons of child rearing upon written request to the superintendent or the superintendent's designee at least two months in advance of the date of the commencement of the leave.

The leave, if granted, shall be for a specified period of time, but shall not exceed one year.

While on extended leave, the Employee's accumulated sick leave and seniority will be frozen. No additional benefits will be granted by the Employer during the leave period; however, the Employee may continue insurance benefits by payment to the Employer and acceptance by the carrier.

The Employee will be provided a comparable position upon return from the leave of absence. Mutual agreement shall be necessary for the early return from a leave of absence.

**10.7 - 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.

**10.8 - Jury and Witness Duty:**

Any Employee required to perform jury duty or to appear and testify (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 received from such duty. If jury duty extends beyond four (4) hours in a day, jury duty leave may be taken for second shift employees with court documentation provided by the employee. Personal leave will be used for attendance in judicial proceedings initiated by the Employee.

**10.9 - Family Medical Leave Act:**

The District shall comply with the provisions of the Family Medical Leave Act, consistent with Board Policy. (See Board Policy 403.9)

**10.10 – Union Leave:**

The President of SEIU shall be granted up to two (2) days of leave with pay annually to attend conferences, conventions, or other activities of the local, state, and national affiliated organization.

**ARTICLE XI**  
**MANAGEMENT**

The Employer shall have the right to direct the work of its Employees; hire, promote, demote, transfer, assign, and retain Employees; suspend or discharge Employees for proper cause; maintain the efficiency of its operation; relieve Employees from duties because of lack of work or other legitimate reasons; 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.

This article is not grievable.

**ARTICLE XII**  
**HEALTH AND SAFETY**

**12.1 - 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 requirements shall not deprive the employee of any wages or benefits under this agreement prior to fulfilling the physical fitness requirement.

**12.2 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.

**12.3 - Bomb Threat and Search**

In the event of a bomb threat, custodial staff shall be assembled to conduct a visual search. The rule for searches is "Look, but do not touch." Search duties will be turned over to the police department when officers arrive. School custodians will assist the police department and fire department as requested.

If an explosive device or bomb is found, the custodian will be required to shut off gas lines. Under no circumstances will any school district employee attempt to remove any explosive device.

**ARTICLE XIII**  
**PERSONNEL FILES**

An Employee's personnel file shall be available for the Employee's inspection. Employees shall have the right to review and reproduce the contents of their personnel file. A representative of the Union, at the Employee's request, may accompany the Employee in this review. The Employee shall have the right to respond to all materials contained in the file, which responses shall become a part of the file. Copies of any materials evaluative in nature or relating to the Employee's work which are placed in the personnel file are to be provided to the Employee at the time of its placement in the file. The Employee shall sign and date the material at the time it is placed in the file. The signature shall mean awareness of the material and not agreement.

**ARTICLE XIV**  
**DUES DEDUCTION**

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 bi-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 authorize 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.

**ARTICLE XV**  
**ACTIVITY PASSES**

Displaying an Employee ID badge entitles each Employee and a guest to 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 XVI**  
**SUSPENSION AND DISCHARGE**

**16.1 - Just Cause:**

No Employee shall be suspended without pay or discharged without just cause.

**16.2 - Grievances:**

An Employee who has been suspended without pay or discharged may, within five (5) working days, file a grievance at Level II of the grievance procedure.

**16.3 - Failure to Appeal:**

The failure of any Employee to appeal a suspension or discharge to the next level within the time limits specified above and in Article II shall bar further appeal, provided, however, the failure of the Employer's specified representative to answer a grievance within applicable time limits shall constitute a denial and permit appeal to the next level, and provided further any such time limits may be extended by mutual agreement.

**ARTICLE XVII**  
**EVALUATION**

**17.1 - Orientation:**

Within three (3) weeks of the beginning of school or three (3) weeks within the date of employment, the Employer shall acquaint the Employee with the evaluation instrument. No formal evaluation shall take place until such orientation is completed. The Employer will determine the criteria and the instrument to be used.

**17.2 - Procedure:**

The Employer shall meet with the Employee to discuss the formal evaluation. The Employer and the Employee shall sign the evaluation to acknowledge the content and receipt of the evaluation by the Employee. A copy shall be retained by the Employee and a copy shall be placed in the Employee's file.

**17.3 - Grievance:**

The Employee shall have the right to grieve an evaluation that is unsatisfactory through Article II, Grievance Procedure.

**ARTICLE XVIII**  
**COMPLIANCE CLAUSES AND DURATION**

**18.1 - Individual Contracts:**

Any individual contract or agreement of employment between the Employer and an Employee covered by this Agreement may not be inconsistent with the terms of this Agreement, and if any such individual contract or agreement is inconsistent with the terms of the Agreement, this Agreement, during its duration shall control.

**18.2 - 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.

**18.3 - Printing Agreement:**

Copies of the Agreement shall be printed, at the expense of the Employer, and shall be given to all Employees covered by this Agreement and to any new Employees.

**18.4 - 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.

**18.5 - Complete Agreement:**

This agreement on language will be effective from July 1, 2011, and shall continue in full force and effect until June 30, 2014. Wages and insurance benefits will be effective from July 1, 2011, and shall be reopened at the end of each contract year.

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

the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BETTENDORF COMMUNITY SCHOOL DISTRICT

BY \_\_\_\_\_  
(BOARD OF EDUCATION PRESIDENT)

SEIU LOCAL 199

BY \_\_\_\_\_  
(SEIU REPRESENTATIVE)

**APPENDIX "A"**

**CUSTODIAL  
SALARY SCHEDULE**

**2011/12 SCHOOL YEAR**

CUSTODIAN

90 day Probationary Rate	\$16.38
Regular Rate:	\$16.76
(Includes part-time custodians at same rate)	

Night Shift	25¢ per hour
Night Lead	50¢ per hour

HIGH SCHOOL SECURITY GUARD

90 day Probationary Rate	\$16.38
Regular Rate:	\$16.76

**TRANSPORTATION  
SALARY SCHEDULE**

**2011/12 SCHOOL YEAR**

BUS DRIVER

90 day Probationary Rate \$14.62

Regular Rate \$15.35

Special Needs Students' Bus Driver: plus 15¢ per hour

AIDE

\$14.05

DISPATCHER

90 day Probationary Rate \$15.19

Regular Rate \$16.47

Drivers will receive a minimum of one (1) hour pay for "special runs".

**FOOD SERVICE  
SALARY SCHEDULE**

**2011/12 SCHOOL YEAR**

COOKS AND BAKERS

90 day Probationary Rate	\$11.03
Regular Rate	\$11.88

PART-TIME

90 day Probationary Rate	\$10.25
Regular Rate	\$11.03
Lead Cashier: plus \$1.00	

FOOD SERVICE DRIVER/INVENTORY

90 day Probationary Rate	\$14.32
Regular Rate	\$15.05

Employees who substitute in a higher classification will be paid the rate for the higher classification for work more than 1 hour in duration. An employee substituting shall not be paid less than the employee's current rate.

**MAINTENANCE WORKERS  
SALARY SCHEDULE**

**2011/12 SCHOOL YEAR**

MAINTENANCE

90 day Probationary Rate	\$16.20
Regular Rate	\$17.66

SPECIALISTS

90 day Probationary Rate	\$17.90
Regular Rate	\$19.69

MECHANIC

90 day Probationary Rate	\$16.92
Regular Rate	\$18.53

SHIPPING/RECEIVING & VAN DRIVER

90 day Probationary Rate	\$15.19
Regular Rate	\$16.47

\*Maintenance "Lead Man" plus 25¢ hourly

**SEASONAL WORKERS  
SALARY SCHEDULE**

**2011/12 SCHOOL YEAR**

SEASONAL

90 day Probationary Rate	\$9.20
Regular Rate	\$9.92

Seasonal employees working greater than six (6) months of the fiscal year but less than ten (10) months shall receive prorated benefits at 60% as follows:

Personal leave	= 1 day
Bereavement leave	= 4 days for immediate family 1 day for others listed in 10.4
Sick leave	= 11 days
Non-critical Family Illness	= 3 days

**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. STATEMENT OF GRIEVANCE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

C. RELIEF SOUGHT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature)

(Date)

D. DISPOSITION BY PRINCIPAL OR IMMEDIATE SUPERVISOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature of Principal/Immediate Supervisor)

(Date)

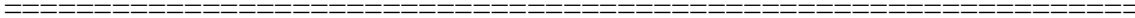
**LEVEL III**

A. \_\_\_\_\_ (Signature of Aggrieved Person) \_\_\_\_\_ (Date received by Superintendent)

B. DISPOSITION BY SUPERINTENDENT OR DESIGNEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature of Superintendent or Designee) Date



**LEVEL IV**

A. \_\_\_\_\_ (Signature of Aggrieved Person) \_\_\_\_\_ (Date received by Board)

B. \_\_\_\_\_ (Signature of Association President)

C. DISPOSITION BY ARBITRATOR \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature of Arbitrator) Date