

Master Contract

Between

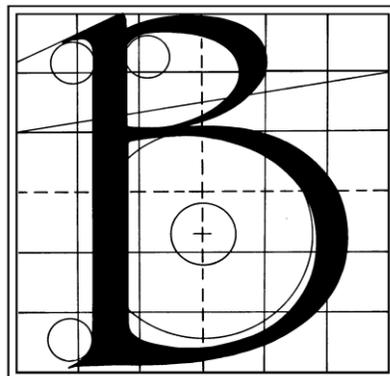
The Bettendorf Community School District

and the

**Service Employee International Union, Local 199
Bettendorf Educational Support Association (BESA)**

for the School Years

2015/2016 2016/2017 2017/2018



July 2015

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**MASTER CONTRACT
BETWEEN THE
BETTENDORF COMMUNITY SCHOOL DISTRICT
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 199
BETTENDORF EDUCATIONAL SUPPORT ASSOCIATION (BESA)
FOR THE SCHOOL YEARS
2015/2016 2016/2017 2017/2018**

PREAMBLE

This Agreement is entered into between Bettendorf Community School District and Service Employees International Union, Local 199 Bettendorf Educational Support Association (BESA) and represents the complete and final Agreement on all bargaining issues.

Whereas, the parties have reached certain understandings they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE I -- RECOGNITION & DEFINITIONS

1.1 – Recognition: The Employer recognizes the Service Employees International Union, Local 199, as the certified 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, and the amendment of bargaining unit and certification in Case No 8283, issued August 26, 2010. 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 "Union" shall mean the Service Employees International Union, Local 199, or when specified hereinafter, its duly authorized representatives or agents.

ARTICLE II -- ASSOCIATION RIGHTS

2.1. 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 duplicating equipment for purposes of Association meetings and to duplicate Association communication to employees. Such building 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.

2.2. 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 building policies.

2.3. Access to Members: Representatives of the Association's affiliates shall have access to employees, for lawful Association business, during employees' non-working time before and after the normal work day 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.

2.4. Information: The Association may obtain, on request, such financial information on the district that is generally available to the public.

2.5. Exclusive Rights: The rights granted herein to any Association shall not be granted or extended to any other organization claiming to represent the employees' organization.

2.6. Stewards: The employer recognizes the union's right to select stewards of the bargaining unit. The union shall notify the employer of the name of the union stewards within two weeks of making a change.

ARTICLE III -- EMPLOYER RIGHTS

Public employers shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency
3. Suspend or discharge public employees for proper cause
4. Maintain the efficiency of governmental operations
5. Relieve public employees from duties because of lack of work or for other legitimate reasons
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted

7. Take such actions as may be necessary to carry out the mission of the public employer
8. Initiate, prepare, certify and administer its budget
9. Exercise all powers and duties granted to the public employer by law

ARTICLE IV -- EMPLOYEE RIGHTS

Public employees shall have the right to:

1. Organize, or form, join, or assist any employee organization
2. Negotiate collectively through representatives of their own choosing
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments or service fees of any type

ARTICLE V -- DUES DEDUCTION

5.1 – Authorization: Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Superintendent or the Superintendent’s designee an authorization for payroll deduction of Union 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 Union.

5.2 – Regular 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.

5.3 – Transmission of Dues: The Superintendent, or the Superintendent’s designee, shall transmit to the Union 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.

5.4 – 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 Union. The Union 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 VI -- HOURS OF WORK

6.1 – 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.

6.2 - 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.

6.3 - Work Schedule: All Employees shall be assigned a regular schedule with a starting and ending 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 Office of Human Resources.

6.4 - 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 VII -- WAGES AND JOB DESCRIPTION

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

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

7.3 - Overtime Compensation: Overtime shall include work performed by the employee at the direction of the immediate Supervisor or 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.

7.4 - Substitute Pay: Paraeducators who are licensed teachers or paraeducators who hold a paraeducator certificate and have completed the substitute authorization program may accept a substitute teaching assignment at the request of the District and be paid at their paraeducator rate in lieu of the substitute teaching rate.

7.5 – 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.

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

7.7 – 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.

7.8 – Reclassification Secretary and Paraeducator Employees: An Employee or group of Employees requesting reclassification will submit written request to meet with the BESA/SEIU 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/SEIU 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/SEIU 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 VIII -- HOLIDAYS

To receive holiday pay, employees must be employed with the district the day after the holiday.

8.1 - Twelve Month Employees (250-Day Secretaries): Twelve month (250-Day) Employees shall be granted days off with pay on the following holidays (11): Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Thursday preceding Good Friday, Good Friday, Presidents' Day, Memorial Day.

8.2 – Eleven Month Employees: Eleven month (234-Day) Employees shall be granted days off with pay on the following holidays (10): Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Thursday preceding Good Friday, Good Friday, President's Day, Memorial Day.

8.3 - Ten Month Employees: Ten month Employees shall be granted days off with pay on the following days (9): Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Thursday preceding Good Friday, Good Friday, Presidents' Day.

8.4 – 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).

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

8.6 – Eleven and Twelve Month (250-Day) Employees regularly scheduled to work the day before Thanksgiving and the day before Winter Break will be allowed to leave one hour early and will be compensated for that hour providing the day was designated by the District as a “no school” day for students.

ARTICLE IX – VACATIONS

Eleven and Ten-Month Employees – To receive paid vacation, Employees must be employed with the district the day after the scheduled vacation.

9.1 Twelve Month Employees (250-Day Secretaries): Regular full-time twelve month (250-Day) 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 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
- e. More than and equal to 20 years = 5 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 through 240 months	1.6667	1.6667 per month	20.0000 days per year
241 months and up	2.0834	2.0834 per month	25.0000 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.

Employees who accrue five (5) weeks of vacation must use at least one week while school is not in session.

9.2 -Eleven and Ten Month Employees: To receive paid vacation, Employees must be employed with the district the day after the scheduled vacation.

9.3 - Eleven Month Employees: Regular eleven (11) month Employees who have completed more than six (6) months continuous service shall receive ten (10) days paid vacation during the winter and spring breaks.

9.4 - Ten Month Employees: 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 (250-day) job will have their ten-month length of service prorated to determine twelve-month (250-day) vacation allowance. Vacation will be granted accordingly.

9.5 - 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 X -- INSURANCE AND OTHER BENEFITS

10.1 - 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.

Secretaries and Paraeducators The Employer shall pay 92% of single or family health insurance premiums.

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.

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

10.3 – 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.

10.4 – 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.

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

10.6 - 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 XI -- TRANSFER PROCEDURES

11.1 – Vacancies: Promotional opportunities for existing Employees occur upon the creation of a new position or when a vacancy needs to be filled. Notice of vacancies which occur anytime shall be emailed to the union president, building secretaries and posted on the district website. Employees who desire to apply for such position shall submit an online application - within five (5) working days of such posting. All internal candidates within that classification (Secretary A, Secretary B, or Paraeducator) will be interviewed. 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.

11.2 – 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.

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

ARTICLE XII -- REDUCTIONS IN FORCE

12.1 – Reductions in Force: 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. An Employee may be given two weeks' notice and laid off in the event the Employee is no longer needed for the assignment. Such an Employee may have recall rights under Section 12.2. However, a Paraeducator hired after June 30, 1997 and laid off may not exercise seniority rights as defined in section 12.3 (b).

12.2 – 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.

12.3 – 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 Union 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 Union will be provided a corrected seniority list from the District within 30 days of receipt from the Union, provided corrections are necessary.

ARTICLE XIII -- TEMPORARY LEAVES

13.1 - Personal Leave: Each employee will be allowed two (2) days leave without loss of pay each school year, provided the employee's immediate supervisor is given five (5) work days advance notice (except in the case of emergency). In addition, personal leave may not be taken before or after any holiday, non-work day, fall, winter or spring breaks or during the first or last five 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 the designee in exceptional cases. Decisions regarding such exceptional cases are not grievable.

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.

13.2 - Sick Leave: Employees shall be granted fifteen (15) days of absence with pay for personal illness or injury not covered by worker's compensation, per year in the following amounts:

- 10-Month Employees – 15 Days
- 11-Month (234 Day) Employees – 16.5 Days
- 12-Month Employees – 18 Days

Each year's allotted sick leave is initiated upon the employee's first day of work for that school year. 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. The District reserves the right to request a second opinion at the District's expense.

Sick leave is accumulative with no loss or limitation.

13.3 - Non-Critical Family Illness Leave: An employee, upon application to and approval by the Superintendent or the Superintendent's designee, shall be granted up to five (5) days of emergency 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

13.4 - 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 a death of the employee's grandparents, spouse's grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, 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 five (5) work 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.

13.5 - Compassion Leave: Where all existing leave has been used or that 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 subsections 13.3 and 13.4

13.6 - Professional Leave: Employees may be permitted to attend professional conferences, seminars or meetings or to visit other schools, for work related purposes, upon advance approval by the Superintendent or the Superintendent's designee, pending availability of guest staff. Employees authorized to engage in such activities may be allocated appropriate travel, meal, lodging and registration expenses upon application to and approval by the Superintendent or the Superintendent's designee.

13.7 - Jury and Witness Duty: Any employee required to perform jury duty or to appear to 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 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.

13.8 - Association Leave: Officers of the Association shall be granted a cumulative total of up to two (2) working days leave with pay each school year upon ten (10) days advance written notice to the appropriate building principal.

13.9 - Parental Leave: Extended unpaid leaves of absence may be granted for reasons of parental responsibility upon written request to the Superintendent or Superintendent's designee. The leave, if granted, shall be for the entire year or for the conclusion of the semester during which the leave commenced or for the conclusion of the school year. If the request is for the

entire year, such request shall be made no later than March 1 for the following year in which the request is made. If the request for leave shall be for the conclusion of the semester during which the leave will commence or for the conclusion of the school year, the request shall be made at least two months prior to the date of anticipated need.

Such leave shall be with no credit toward salary or seniority increments and without fringe benefits. Employees returning from such leave shall retain all experience credit previously established and sick leave accumulated prior to the commencement of such leave. Insurance benefits may be continued by the employee upon payment of premiums to the Employer and acceptance by the carrier. It is understood and agreed that such leave constitutes no guarantee that such employee will be assigned to the employee's former position at the conclusion of such leave, only that the employee will be returned to a position for which proper certification is held. Unless notification of intent to return is furnished by March 1 of the year of the leave, a position with the Bettendorf Community School District will not be held.

The leave must be for the approved specified time period unless mutual agreement is reached between the employee and the Superintendent for early reinstatement.

13.10 – Family Medical Leave Act: The District shall comply with the provisions of the Family Medical Leave Act, consistent with Board Policy. (See Board Policy 403.8)

13.11 – Serious Health Leave: An unpaid leave of absence may be granted for employees dealing with serious health conditions, other than maternity, or extenuating care giving situations for immediate family. The District may grant up to a maximum of 12 weeks to run concurrently with any available and appropriate paid leave. It is understood and agreed that such leave constitutes not guarantee that the employee will be assigned to the employee's former position at the conclusion of such leave, only that the employee will be returned to a position for which they are qualified.

ARTICLE XIV -- HEALTH AND SAFETY

14.1 - The employer may establish rules governing health, safety, and sanitary conditions that shall be complied with by the employees and the union.

14.2 - The employee must report any injuries due to work, or incurred while working, to their immediate supervisor and the superintendent or his designee, within twenty-four (24) hours of the time the injury is sustained.

14.3 - The employer shall supply to employees any protective devices the employer requires the employees to wear or use. Employees will be responsible for the proper use and care of protective devices and may be required to pay the replacement cost for items lost or damaged.

14.4 - Employees may be required to wear a designated mode of dress. Employees shall be responsible for the cost of their work clothing. Employees may be required to wear uniforms. The employer shall be responsible for the cost of the uniforms.

14.5 - Physical Fitness - New Employees: All new Paraeducators, upon initial employment, shall to provide satisfactory medical evidence of physical fitness to perform assigned duties and

freedom from communicable disease. Forms for such purposes shall be provided by the Employer. The employment screen 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.

14.6 - 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.

14.7 – Inclement Weather: 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.

14.9 – Health and Safety: The employer shall comply with the federal and Iowa Occupational Safety and Health Acts, as amended. Any safety or health claim of an employee or the Union, under either of said Acts, shall not also be subject to the grievance procedure.

ARTICLE XV -- 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 XVI -- IN-SERVICE WORKSHOPS

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

ARTICLE XVII -- GRIEVANCE PROCEDURE

17.1 – 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 this procedure.

17.2 – 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.

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

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) within five (5) working days after discussion of the grievance.

Level I: If, after discussion with the grievant's immediate supervisor the grievance is not settled and the grievant wishes to appeal the grievance to Level I, the grievant will reduce the grievance to writing (on the form attached to this agreement), 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 II: If the grievance is not settled at Level I -- and the grievant wishes to appeal the grievance to Level II, 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 Superintendent's designee will, if requested by the grievant, meet with the grievant within five (5) working days after receipt of the grievance and give written response within ten (10) working days after the meeting.

Level III: Grievances not settled at Level II 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 II. 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 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 power 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 of 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 any joint costs of the arbitration procedure such as the fee and

expense of the arbitrator and the costs of the hearing room. Any other expenses shall be paid by the party incurring the expenses.

17.4 - 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 any such time limits may be extended by mutual agreement.

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

17.6 - Any employee whose presence is necessary at Level III arbitration hearing will be allowed to use his/her personal leave for such purpose or may elect to take the day off with pay. In the latter case, the employee is responsible for paying the cost of the substitute. This time may be taken in only 1/2 day increments.

ARTICLE XVIII -- EVALUATION

18.1 – 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.

18.2 – Procedure: The evaluating Supervisor(s) shall observe the employee as a part of the employee performance evaluation process. 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. An employee has the right to respond to all evaluations — said responses being attached to the original evaluation.

18.3 - Grievance: The Employee shall have the right to grieve an evaluation that is unsatisfactory when the above procedure is not followed through Article XVI, Grievance Procedure.

ARTICLE XIX -- COMPLIANCE CLAUSES AND DURATION

19.1 - 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.

19.2 – 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.

19.3 - 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.

19.4 – 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 Union: SEIU Local 199
6 Hawkeye Drive
North Liberty, IA 52317

19.5 - 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.

19.6 – Duration: This agreement on language will be effective from July 1, 2015, and shall continue in full force and effect until June 30, 2018. Wages and insurance benefits will be effective from July 1, 2015, until June 30, 2016 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 23rd day of June, 2015.

BETTENDORF COMMUNITY SCHOOL DISTRICT

By Scott Turman
(Board of Education President)

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 199 / BETTENDORF
EDUCATIONAL SUPPORT ASSOCIATION

By Tom Goodall
(SEIU/BESA Representative)

APPENDIX A – SALARY SCHEDULE 2015-16

	Secretary A	Secretary B	Paraeducator
	<ul style="list-style-type: none"> • Principal • Associate Principal • Activity Director • Guidance • Registrar • Student Information System • TEEC 	<ul style="list-style-type: none"> • Office • Attendance • Health • Receptionist • Resource 	
	\$16.69	\$15.41	\$15.71
Longevity – Beginning with 7 th full year service as of July 1 (20¢ per hour)	\$16.89	\$15.61	\$15.91
Longevity – Beginning with 10 th full year service as of July 1 (and additional 25¢ per hour – total 45¢)	\$17.14	\$15.86	16.16

APPENDIX B -- GRIEVANCE REPORT

Distribution of Forms

- Union
- Employee
- Supervisor
- Superintendent

Date Filed _____

School District _____

Building _____

Aggrieved Person _____

Level 1

A. Date Violation _____

B. Section Violated _____

C. Statement of Grievance

D. Relief Sought

Aggrieved

Date

E. Disposition by Immediate Supervisor

Immediate Supervisor

Date

Level Two

A.

Aggrieved Signature

Date Rec'd by Superintendent

B. Disposition by Superintendent/Designee

Superintendent/Designee

Date

Level Three

A.

Aggrieved Signature

Date to Arbitration

Union President Signature

Date Rec'd by Arbitrator

B. Disposition and Award by Arbitrator

Arbitrator Signature

Decision Date

