

MASTER CONTRACT

BETWEEN

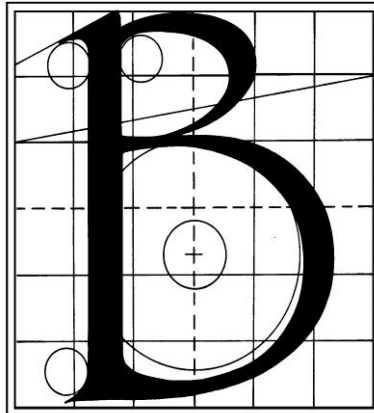
**THE BETTENDORF COMMUNITY SCHOOL
DISTRICT**

AND

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

FOR THE SCHOOL YEARS

2017-2018 2018-2019 2019-2020



July 2017

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**MASTER CONTRACT BETWEEN
BETTENDORF COMMUNITY SCHOOL DISTRICT
AND THE
SERVICE EMPLOYEE'S INTERNATIONAL UNION LOCAL 199
(SEIU)**

**FOR THE SCHOOL YEARS
2017-2018 2018-2019 2019-2020**

ARTICLE I -- 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 II -- HOURS OF WORK

2.1 - 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.

2.2 - 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.

2.3 - Work Schedule: All Employees shall be assigned a regular schedule with 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 Office of Human Resources each year.

2.4 - 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.

2.5 - Hours of Work: Full time (six [6] or more hours per day nutrition service shall receive two (2) paid fifteen (15) minute breaks per day to be scheduled by the Employer. Regular part-time Employees who work four (4) to less than six (6) 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.

2.6 – 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 III -- WAGES AND JOB DESCRIPTIONS

3.1 - 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.

3.2 - 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, employees will be paid two weeks after the close of the pay period.

3.3 - Overtime Compensation: Overtime shall include work performed by the employee at the direction of the Building Principal, Director of Operations, Director of Nutrition Services 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.

3.4 - Holiday & Sick Leave Pay: Employees will be compensated for holiday and paid sick leave at a rate which is commensurate with their normal workday.

3.5 - Uniforms:

Nutrition Services Employees

The Employer agrees to provide all nutrition service personnel the following uniforms:

Upon initial hire – 5 smocks, 1 pair of shoes

Annually thereafter – 2 smocks

Every other year thereafter – 1 pair of shoes

Nutrition services driver and Nutrition services inventory -- \$150 clothing allowance each year to purchase uniforms approved by Director of Nutrition Services

Custodians and Maintenance Employees

The Employer agrees to provide all custodians and maintenance personnel the following uniforms/uniform allowance:

Upon initial hire – 5 uniforms (within 90 calendar days)
Annually thereafter -- \$150 uniform allowance for full-time, \$100 uniform allowance for part-time

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

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.

3.6 - License & Driver Uniforms: Bus drivers shall be reimbursed for their commercial driver'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.

3.7 – Probation: New maintenance, transportation, nutrition service and custodial employees shall serve a probationary period of ninety (90) work days.

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

3.9 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 IV -- HOLIDAYS

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

All military veterans in this bargaining unit who have been honorably or generally discharged from military service or who are on active or reserve duty in any branch of the U.S. Armed Forces, in the National Guard, in the U.S. Coast Guard or in the U.S. Merchant Marines shall annually receive Veteran's Day as a paid holiday and shall not be required to attend work that day.

To be eligible veteran status eligibility will be presented to Human Resources.

4.1 - Twelve Month Employees: Twelve month 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, Good Friday and the Thursday preceding Good Friday, Presidents’ Day, and Memorial Day.

4.2 - Ten Month Employees: Ten month 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, Good Friday, and the Thursday preceding Good Friday, Presidents’ Day, and Memorial Day.

4.3 - 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.

4.4 - 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).

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

ARTICLE V -- VACATIONS

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

5.1 - 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
- 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 the following paid vacation:

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

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 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.

5.2 - 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. Employees must be employed with the District the day after the scheduled vacation to receive paid vacation. Nine month employees (less than 200 day letter of assignment) do not receive the five (5) days paid vacation during winter break.

5.3 - Approval: Employees eligible for vacation must seek approval from the Director of Operations, Director of Nutrition Services, 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. Employees who accrue five (5) weeks of vacation must use at least one week while school is not in session.

ARTICLE VI -- 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 87.5% single health insurance and 87.5% family health insurance.

Year three of contract (2019-2020) the District will pay 85% of single and family coverage.

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 VII -- VACANCIES

7.1 - 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, at any time during the school year, notice of such vacancy shall be emailed to the Union President and posted on the District website. Employees who desire to apply for such positions shall submit an online application 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 level within twenty (20) working days. With mutual consent, transferred employee and immediate supervisor may waive this probationary period.

7.2 - 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.

7.3 - Notices: The Employer agrees to mail a copy of vacancy notices to the Union president.

7.4 - 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 VIII -- LAYOFF PROCEDURES

8.1 - 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.

8.2 - 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 "Nutrition Service" transfers to "Custodian", and works there for two (2) years, the seniority status is ten (10) years "Nutrition 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 "Nutrition 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.

8.3 - Seniority List: The Employer shall provide the official seniority list by November 1st. 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 IX – LEAVES

9.1 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.

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.

9.2 - Sick Leave: Employees shall be granted 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

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.

9.3 - 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.

9.4 - 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. See also Compassion Leave 10.5. An employee shall be granted one (1) day of leave with pay per school year in the event of a death of a friend.

9.5 - 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 10.3 and 10.4

9.6 - 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.

9.7 - 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.

9.8 - 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.

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

9.10 – Union 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.

9.11 – 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 X -- HEALTH AND SAFETY

10.1 - 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.

10.2 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.

10.3 - 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.

10.4 – 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 XI -- 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 XII -- 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 XIII -- GRIEVANCE PROCEDURE

13.1 - 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.

13.2 - 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.

13.3 - Process: 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.

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.

Any grievance shall be processed in the following manner:

An aggrieved employee or the Union, 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 Union 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 as Schedule "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 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 Union 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 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 Public Employment Relations Board 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 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 costs of the hearing room. Any other expenses shall be paid by the party incurring them.

The failure of any employee or the Union 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.

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.

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 XIV -- EVALUATION

14.1 - 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.

14.2 - 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.

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

ARTICLE XV -- COMPLIANCE CLAUSES AND DURATION

15.1 - 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.

15.2 - 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.

15.3 - Printing Agreement: Digital copies of the Agreement are available through District email and website. Copies of the Agreement shall be printed, at the expense of the Employer, and provided to employees who request one.


15.4 - 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.

15.5 - Complete Agreement: This Agreement shall be effective from July 1, 2017, and shall continue in full force and effect until June 30, 2020.

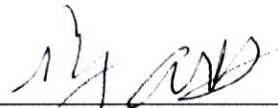
In witness thereof the parties have caused this Agreement to be signed on:

the 23rd day of February, 2017.

BETTENDORF COMMUNITY SCHOOL DISTRICT

BY  _____
(BOARD OF EDUCATION PRESIDENT)

SEIU LOCAL 199

BY  _____
(SEIU REPRESENTATIVE)

APPENDIX "B"
GRIEVANCE REPORT

Distribution of Forms: _____ Date Filed: _____

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

SCHOOL DISTRICT _____

BUILDING _____

Name of Aggrieved Person

LEVEL I

A. DATE VIOLATION OCCURRED _____

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

C. STATEMENT OF GRIEVANCE _____

D. RELIEF SOUGHT _____

(SIGNATURE)

(DATE)

E. DISPOSITION BY PRINCIPAL OR IMMEDIATE SUPERVISOR:

(Signature of Principal/Immediate Supervisor)

(Date)

LEVEL II

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

B. DISPOSITION BY SUPERINTENDENT OR DESIGNEE:

(Signature of Superintendent or Designee) (Date)

LEVEL III

A. _____
(Signature of Aggrieved Person)

(Signature of Union President)

B. _____
(Date Submitted to Arbitration)

(Date Received by Arbitrator)

C. Disposition and Award of Arbitrator

(Signature of Arbitrator) Date of Decision

BOARD GRIEVANCE POLICY (#405.5) FORM

A. _____
Signature of Aggrieved Person

Date Received by Board

B. _____
Signature of Union President

C. Disposition by Board

Signature of Board President

Date