

2023 – 2025

MASTER AGREEMENT

BETWEEN THE
BOARD OF DIRECTORS
OF THE
BELMOND-KLEMMME COMMUNITY SCHOOL DISTRICT
AND THE
BELMOND-KLEMMME
EDUCATIONAL SERVICES
ASSOCIATION

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ARTICLE 1 – DEFINITIONS

- 1.1 “Employer” or “Board” means the Board of Education of the Belmond-Klemme Community School District, or its duly authorized representatives.
- 1.2 “Employee” means all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) in Case Number 6537.
- 1.3 “Association” means the Belmond-Klemme Educational Services (BKESA) or its duly authorized representatives.
- 1.4 A “Probationary Employee” means an employee in the first sixty (60) calendar days of employment in the district. That employee has no rights under this contract. The only benefit the Probationary Employee shall receive is the insurance which will start the first day of the month following the month of employment.
- 1.5 A “Part-time Employee” means any person working less than full-time within their department. Benefits for part-time employees shall be the same hours as that person’s regular work day of employment. (e.g. – a three (3) hour cook will receive three (3) hours of vacation).
- 1.6 Certified Aide is defined as an Employee who has completed the requirements for The State of Iowa Board of Educational Examiners and holds a current “Paraeducator Certificate” issued by the state examiners.

ARTICLE 2 – LEAVES OF ABSENCE

Leaves of Absence may be taken in not less than one-fourth (1/4) day increments upon approval of either the Principal or Superintendent.

2.1 Sick Leave

All 12-month employees covered by the terms of this Agreement shall be entitled to:

- | | | |
|----|--|---------|
| a. | The first year of employment..... | 12 days |
| b. | The second year of employment | 13 days |
| c. | The third year of employment..... | 14 days |
| d. | The fourth and subsequent years of employment..... | 15 days |

As of the first contract day or the first official day of said school year whether or not they report for duty on that day. Employees hired prior to July 1, 2008 are exempt (15 days).

All 9-month and 10-month employees are granted a leave of absence for medically related purposes with full pay in the following minimum amounts:

- | | | |
|----|---|---------|
| a. | The first year of employment..... | 10 days |
| b. | The second year of employment | 11 days |
| c. | The third year of employment..... | 12 days |
| d. | The fourth year of employment..... | 13 days |
| e. | The fifth year of employment | 14 days |
| f. | The sixth and subsequent years of employment..... | 15 days |

The above amounts shall apply only to consecutive years of employment in the district and may not be used for elective or cosmetic surgery. All unused portions shall be cumulative to at least a total of ninety days. The administration shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence. Any amounts due an employee under sick leave shall be reduced by workers compensation benefits paid.

Each member of the bargaining unit may receive a record of their accumulated sick leave within a reasonable time of making the request to the business office.

Individuals re-employed by the district after a layoff shall have sick leave days reinstated at the same level as prior to layoff.

2.2 **Jury and Legal Leave**

Employees who are called for jury services will receive the difference between their pay as jurors and their regular daily rate of pay. An employee called for jury service will notify the employer within twenty-four (24) hours after the notice of call to jury duty and suitable proof of jury service must be presented to the employer. The employee will report to work within one (1) hour on any day when he/she is excused from jury during regular working hours.

2.3 **Bereavement Leave**

Up to five (5) days per occurrence of paid leave shall be granted to an employee in the event of death of an employee's spouse or child, father, mother, father-in-law, mother-in-law. Up to three (3) days per occurrence of leave shall be granted to an employee in the event of death of an employee's son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law, niece, nephew, aunt, or uncle, spouse's aunt, uncle, or the respective step relations.

2.4 **Personal Leave**

Three (3) days of paid personal leave shall be allowed per contract year after the first year of service and each year thereafter. The administration has the authority to limit the number of employees gone from the District in order not to affect the quality of education. Except in the case of an emergency situation, notification of personal leave shall be made in writing at least two (2) school days prior to the leave date and must be submitted to the office of the building principal. This leave will be non-accumulative.

Employees electing not to use their full allotment of personal days will be reimbursed for any unused personal days at the current substitute rate at the conclusion of the contract year.

The Principal or Superintendent may grant one (1) day of leave before or after a vacation or a holiday.

2.5 **Family Illness**

Each employee may be granted four (4) days of family illness sick leave per year to be used by the employee for the illness of their spouse, children, father, mother, father-in-law, or mother-in-law.

Family Illness Leave can only be used when a person listed above is ill and needs assistance from the employee for their care. For purposes of this paragraph, a child shall be defined as an unmarried person who is: a dependent of the employee under the age of nineteen (19), or a full-time student under the age of twenty-three (23), or a dependent child who is disabled and lives in the household or licensed care facility.

Extended Family Leave – In the event an employee depletes all family illness days, he/she may convert personal sick leave into family illness days under the following conditions.

1. Two personal sick leave days may be converted to one family illness day.
2. Family leave shall be exchanged in full day increments only.
3. The cumulative annual conversion may not exceed five family days per calendar year.
4. This leave must be approved and reviewed by the Superintendent only, on a case by case situation.

2.6 Other Leave

Employees may be granted extended leaves of absence without pay for good cause shown. Written request shall be made to the Superintendent stating the reason for the requested leave. The Superintendent may require additional documentation to aid in determining if the requested leave should be granted. Whether a leave will be granted is within the sole discretion of the Superintendent. If denied by the Superintendent the employee may request a hearing with the Board of Education. The Board of Education's decision is final.

2.7 Association Leave

The Association shall be granted four (4) days to use at the discretion of the BKESA Executive Board. This leave shall be used to accomplish the goals and enact the programs of the Iowa State Education Association. The Association agrees to pay one-half the cost of the substitute hired.

2.8 Sick Leave Bank

A sick leave pool of seventy-five days shall be established each year for employees who need to use sick leave for catastrophic events beyond the number of accumulated days allotted to them. Participation is voluntary for employees who contribute two (2) sick days to the sick leave pool. Unused days will not be carried over from year to year. To be eligible the employee shall sign up or cancel before September 1st. Once enrolled the eligibility is automatically continued every year until cancelled by the employee. Employees must inform the Superintendent in writing that they wish to make use of pool benefits. An employee may use up to twenty (20) days per year from the pool.

ARTICLE 3 – HOURS OF WORK

3.1 Work Week

The work week for pay purposes will commence at 12:01 a.m. on Sunday and end at midnight the following Saturday.

3.2 **Starting and Ending Times**

Starting and ending times will be posted by the director or administrator of each department, which departments are described as follows:

- a. Food Service (including Director, Head Cook, Cook, Head Baker)
- b. Building & Grounds (including Director, Custodian)
- c. Transportation (including Director, Regular Route Drivers, Specialty Academic Route Drivers, and Substitute Drivers)
- d. Administrative Assistants (including all Secretarial positions)
- e. Aides (including Library Aides and Special Education Aides)

3.3 **Break Periods**

Each employee working seven (7) hours per day or more shall be allowed two (2) fifteen (15) minute paid breaks per day, all employees working three and one-half (3.5) hours but less than seven (7) hours per day will receive one fifteen (15) minute break and all employee working less than 3.5 hours are not eligible for breaks. Each employee working seven (7) hours per day or more shall receive a thirty (30) minute unpaid lunch period. If an employee has direct involvement or supervision with a student or students during their lunch period it will be a paid break.

3.4 **Call In Pay**

When any employee is called in by the Immediate Supervisor, Principal, or Superintendent for special work, there will be a minimum of one (1) hour call in pay.

ARTICLE 4 – HOLIDAY/VACATION PAY

4.1 **Holidays**

- a. Twelve-month employees shall be paid at their hourly rate for the following ten (10) holidays:
 - 1) New Year's Day
 - 2) Good Friday
 - 3) Memorial Day
 - 4) Independence Day
 - 5) Labor Day
 - 6) Thanksgiving Day
 - 7) The Friday after Thanksgiving
 - 8) The Day of Christmas Eve
 - 9) Christmas Day
 - 10) The Day of New Year's Eve

If one of the holidays above falls on a Saturday or a Sunday, the twelve-month employee may take the nearest adjacent Friday or Monday as the holiday.

If a holiday conflicts with a day when students are scheduled to be present in the buildings, the twelve-month employees will receive the flexibility to take the holiday at a time when it will not interfere with the student schedule.

- b. Ten (10) month employees and nine (9) month employees shall be paid at their hourly rate for the following seven (7) holidays: Labor Day, Thanksgiving, the Friday after Thanksgiving Day, Christmas Day, New Year’s Day, Good Friday, and Memorial Day.
- c. Forfeiture of Holiday Pay

Any employee shall forfeit the holiday pay if he/she fails to work the last scheduled workday prior to the holiday and the first scheduled workday after the holiday unless it is vacation (e.g., Thanksgiving will be forfeited if the day prior to is missed and the Friday after Thanksgiving will be forfeited if the day after is missed. For those with no scheduled work days between December 25th and January 1st, Christmas will be forfeited if the day prior is missed and New Year’s will be forfeited if the day after is missed).

4.2 **Vacation**

- a. All twelve (12) month employees shall accrue vacation time as follows:

First six (6) months = No vacation
 Six (6) months to one (1) year..... =.833 days per month
 During second (2nd) through sixth (6th) year =.833 days per month
 During seventh (7th) through fourteenth (14th) year = 1.250 days per month
 During fifteenth (15th) and thereafter = 1.667 days per month

Vacations shall be available for utilization after the year in which they are earned.

- b. As used in this agreement, vacation year means the fiscal year July 1 to June 30. No vacation carry-over will be allowed.
- c. Vacation may be granted to an employee during the 180 school days where students are in session. All vacation will be granted: at one (1) day increments for up to five (5) days at eight (8) hours per day or forty (40) hours per week when requested and approved by the Superintendent at least two (2) weeks in advance unless there is extenuating circumstances. No overtime will be allowed.
- d. Vacation Pay

Vacation pay will be at the employee’s hourly rate in effect at the time the employee is scheduled for such vacation.
- e. Beginning July 1 of each year, employees who voluntarily terminate his/her employment will receive a payout for all earned vacation up to the date employment ends. In case of death, an employee’s earned vacation will be paid to the employee’s designated beneficiary.

Payout shall be on or before the last day of the month in which the employee last works. All benefits, including insurance, shall also end the last day of the month in which the employee last works.

ARTICLE 5 – GRIEVANCE PROCEDURE**5.1 Definition**

A grievance is a complaint by an employee or the Association that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

- 5.2 a. Every employee covered by this agreement and the Association shall have the right to present grievances in accordance with these provisions.
- b. The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or the Association shall be conducted so as to result in minimal interference with or interruption of the instructional program and related work activities of the grieving employee or of the staff.
- d. The grievant or Association's duly authorized representative may be present at any grievance meeting. The employee or employer may have a representative present to represent them at any step of the grievance procedure.

- 5.3 a. First Step: An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal or the designated administrator.
- b. Second Step: If the grievance cannot be resolved informally, the grievant shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal or the designated administrator. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested.

The filing of the formal, written grievance at the second step must be within fifteen (15) calendar days from the date of occurrence of the event giving rise to the grievance. The principal (administrator) shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within fifteen (15) calendar days after receipt of the grievance.

- c. Third Step: In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee or the Association shall file, within ten (10) calendar days of the principal's (administrator's) written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) calendar days after such written grievance is filed, the grievant and Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) calendar days of the third-step grievance meeting and communicate it in writing to the grievant, the principal or administrator, and the duly authorized representative of the Association.
- d. Fourth Step: If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial binding arbitration. The Association may submit, in writing, a

notice on behalf of the Association and the grievant to the Superintendent within thirty (30) calendar days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given.

If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the PERB will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties. Expenses for the arbitrator's services shall be borne equally by the School District and the Association.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

ARTICLE 6 – INSERVICE

Hourly employees who are requested to attend in-service training out of the district, for a day or less, shall be paid on a portal-to-portal basis. In district in-service shall be compensated for the time involved in the program. In order to be entitled to this pay for reimbursement, the employees must have administrative approval prior to the in-service and must be attending at the request of the administration.

ARTICLE 7 – SENIORITY

7.1 Definition

Seniority means an employee's length of continuous service with the employer. Seniority shall be district wide and shall include work performed in all departments and classifications. The first sixty (60) calendar days of work excluding any leave time within the District shall be a probationary period and the employee may be separated from work for any cause or any reason by the Board of Education during the probationary period without an appeal. No rights under this contract shall be applicable during the probationary period, but seniority shall be retroactive after that time.

7.2 Seniority List

The employer shall post a seniority list in each building office by December 1 of each year. The list shall be in order of district wide seniority (determined by first day of work) and shall include the name, position, and first day of work. Ten (10) copies shall be sent to the Association President when posted.

7.3 Tie Breaker

Ties in seniority will be broken by using first the offer/acceptance date then the last four digits of said employee's social security numbers. The higher number will provide the greater seniority.

ARTICLE 8 – HEALTH & SAFETY

8.1 Procedure

- A. The employer will ensure, insofar as possible, safe working conditions for its employees pursuant to applicable law.
- B. In case of a bomb threat, no employee shall be requested or required to search for a bomb.
- C. Employees shall notify their immediate supervisor in writing of any unsafe condition within a department.

8.2 Equipment

The District shall provide for all safety equipment required by law.

8.3 Physicals

After the employee has submitted the claim to the insurance carrier and the insurance carrier pays their share, the District will pay any remaining amount required by state or federal law, (e.g. required bus driver physicals).

ARTICLE 9 – WAGES

9.1 Wages 2023-2024

For payment of wages in 2023-2024, the District will use the agreed upon format of the current schedule with a \$1.00 dollar increase on each step for Class I and a \$0.50 cent increase on each step for all other Classes. A copy of the 2023-2024 schedule is attached.

Wages 2024-2025

For payment of wages in 2024-2025, the District will use the agreed upon format of the current schedule with a \$1.00 dollar increase on each step for Class I and a \$0.50 cent increase on each step for all other Classes. A copy of the 2024-2025 schedule is attached.

9.2 Full-time Building and Grounds Employees

The full-time Building and Grounds employees shall be employed two hundred and sixty (260) days.

The Transportation Director will also be employed two hundred and sixty (260) days.

9.3 Administrative Assistants

The Administrative Assistants shall be employed two hundred and twenty (220) days. Days beyond the 180 associated with student attendance days will be determined by the building Principal and/or Superintendent with input from the Administrative Assistant.

9.4 **Aides and Food Service**

The Food Service Director will be employed one hundred and ninety (190) days.

The Aides and all other Food Service employees shall be employed the same number of days scheduled for students.

The employer shall provide by the first day of school to each continuing support staff employee the projected regular starting and ending times for the following school/contract year. Teacher Aides will be guaranteed pay for the projected regular starting and ending times for hours actually worked or covered under the master contract leave except in the following instances: non-scheduled days already on the school calendar, early outs, teacher in-services, parent-teacher conferences, and weather-related delays and dismissals. The District may require Aides to work the preceding instances in exchange for pay or worked hours. Aides will not be sent home if the child they are assisting goes home sick unless they volunteer to do so. The District will commit to three (3) in-service days for Aides that are in conjunction with PreK-12 staff development days for the purpose of their certification of Para-professionalism or job relevancy. Attendance will be mandatory on those three (3) days.

Para-educators who earn a level two (2) para-educator certificate will receive a one hundred dollar (\$100) stipend at the completion of a full contract year.

9.5 **Transportation Personnel**

Transportation personnel shall be paid the same wage increase as in 15.1 for 180 day. Anything beyond 180 days will be paid on a per diem basis.

1. **Activity Trips for 2023-2024:**

- a. \$22.70 per hour for the first hour.
- b. \$14.30 per hour for each succeeding hour.

Activity Trips for 2024-2025:

- a. \$23.70 per hour for the first hour.
 - b. \$15.30 per hour for each succeeding hour.
2. Regular drivers who take an activity trip shall continue to receive wages for their regular route. However, wages for the activity trip shall not begin until their normal route would have finished.
 3. The District shall reimburse the bus drivers for the cost of their commercial driver's license (CDL).

9.6 Placement on Wage Schedule

In placement of new employees on the wage schedule, the administration has flexibility to grant credit for prior experience and any special training. Current employees shall be placed at the step on the wage schedule that is set forth in their individual contract or work schedule which reflects their years of service in the district, whichever is greater.

9.7 Movement on the Wage Schedule

Employees shall move one step on the wage schedule July 1 after working six (6) months in the previous fiscal year (July 1 – June 30). Employees moving from one department to another shall be given credit for years of service in the district or their placement on the wage schedule whichever is greater.

9.8 Method of Pay

- a. Pay periods. All employees shall be paid on the 15th and last day of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee or by direct deposit.
- b. Exceptions. When a pay date falls on or during a school holiday, vacation, or weekend, pay checks will be issued on the last previous working day, unless extenuating circumstances exist.
- c. Summer checks. Summer checks shall be mailed to the address designated by the employee or may be deposited to a designated depository account upon written request of the employee or held for the employee, at the employee's option.

ARTICLE 10 – EXTRACURRICULAR PAY**10.1 Extracurricular Activities**

- a. Activity Duty

Mandatory service of one activity duty per support staff member during the school year for which the support staff member is compensated with an Activity Pass. If the support staff member volunteers for a second activity duty during the school year, the employee will be compensated with an additional Adult Activity Pass. Employees are to find a replacement when unable to fulfill an activity duty.

ARTICLE 11 – DURATION

This Agreement shall be effective as of July 1, 2023, and shall continue in effect until June 30, 2025.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed the Agreement as follows:

For the Belmond-Klemme Educational Services Association

For the Board of Directors of the Belmond-Klemme Community School District



Janey Gochenouer, Association President



Michele Murphy, Board President



Randy, Dougherty, Negotiator



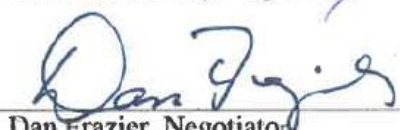
McKenna Pentico, Board Secretary



Rick McDaniel, Negotiator



Marc Schlichting, Negotiator



Dan Frazier, Negotiator

Dated this 15th day of _____
_____ May, 2023.

Dated this 16th day of _____
_____ May, 2023.

Belmond-Klemme Educational Services Association

Wage Schedule

For the Contract Year 2023 - 2024							
						Increase each base by	\$0.50
		=(HRLY*3*180)/9					
STEP	YR	BUS DRIVERS	SPECIALTY DRIVERS (Hourly Driver Rate)	CLASS II (Cook)	CLASS III (Aides/ Teacher Assistants)	CLASS IV (Custodian, Secretary, Head Cook, Head Baker)	CLASS V (Food Service Director)
A	1	\$1,450.20	\$24.17	\$15.01	\$15.63	\$16.85	\$21.26
B	2-3	\$1,470.00	\$24.50	\$15.17	\$15.80	\$17.04	\$21.54
C	4-5	\$1,490.40	\$24.84	\$15.33	\$15.98	\$17.24	\$21.83
D	6-7	\$1,510.80	\$25.18	\$15.50	\$16.16	\$17.44	\$22.13
E	8-10	\$1,531.80	\$25.53	\$15.66	\$16.34	\$17.65	\$22.43
F	11-15	\$1,564.20	\$26.07	\$15.92	\$16.61	\$17.97	\$22.89
G	16-20	\$1,597.80	\$26.63	\$16.19	\$16.90	\$18.29	\$23.36
H	21-25	\$1,632.00	\$27.20	\$16.46	\$17.20	\$18.63	\$23.85
I	26+	\$1,661.40	\$27.69	\$16.75	\$17.50	\$18.96	\$24.29

Sub Bus Drivers – 2023-2024: \$36.25 per AM or PM route (Hourly Rate x 1.5 for 90 minutes)
 Activity Pay – 2023-2024: \$22.70/\$14.30
 Shuttle – 2023-2024: \$22.70

Belmond-Klemme Educational Services Association

Wage Schedule

For the Contract Year 2024 - 2025							
						Increase each base by	\$0.50
		=(HRLY*3*180)/9					
STEP	YR	BUS DRIVERS	SPECIALTY DRIVERS (Hourly Driver Rate)	CLASS II (Cook)	CLASS III (Aides/ Teacher Assistants)	CLASS IV (Custodian, Secretary, Head Cook, Head Baker)	CLASS V (Food Service Director)
A	1	\$1,510.20	\$25.17	\$15.51	\$16.13	\$17.35	\$21.76
B	2-3	\$1,530.00	\$25.50	\$15.67	\$16.30	\$17.54	\$22.04
C	4-5	\$1,550.40	\$25.84	\$15.83	\$16.48	\$17.74	\$22.33
D	6-7	\$1,570.80	\$26.18	\$16.00	\$16.66	\$17.94	\$22.63
E	8-10	\$1,591.80	\$26.53	\$16.16	\$16.84	\$18.15	\$22.93
F	11-15	\$1,624.20	\$27.07	\$16.42	\$17.11	\$18.47	\$23.39
G	16-20	\$1,657.80	\$27.63	\$16.69	\$17.40	\$18.79	\$23.86
H	21-25	\$1,692.00	\$28.20	\$16.96	\$17.70	\$19.13	\$24.35
I	26+	\$1,721.40	\$28.69	\$17.25	\$18.00	\$19.46	\$24.79

Sub Bus Drivers – 2022-2023: \$37.75 per AM or PM route (Hourly Rate x 1.5 for 90 minutes)
 Activity Pay – 2022-2023: \$23.70/\$15.30
 Shuttle – 2022-2023: \$23.70