

AGREEMENT

The following Agreement is entered into by and between the Board of Education of Proviso Township High Schools, District #209, County of Cook, in the State of Illinois (hereinafter referred to as the "Board" or "District") and Service Employees International Union Local No. 73, AFL-CIO, CLC (hereinafter referred to as the "Union").

July 1, 2005 – June 30, 2009

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PREAMBLE

WHEREAS, the Board and Union have endorsed voluntarily the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its custodial employees insofar as such practices are appropriate to the obligations of the Board, as an agency of the State of Illinois functioning subject to the laws of the State, to retain the right to operate Proviso Township High Schools (hereinafter referred to as the "High Schools") in a responsible and efficient manner and are consonant with the paramount interests of the High Schools;

WHEREAS, the parties recognize that this Agreement is not intended to limit or modify any of the discretionary authority vested in the Board and High Schools by the statutes of the State of Illinois;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by statute or case law, for the salary structure, fringe benefits, and other employment conditions of the employees covered by this Agreement, to promote the maximum productivity of such employees, to prevent interruptions of work and interference with the efficient operation of the High Schools and to provide an orderly and prompt method for handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1 – RECOGNITION AND UNION SECURITY

Section 1.1 Scope of Bargaining Unit. The Board recognizes the Union, as the exclusive collective bargaining representatives, for its "custodial employees." The term "custodial employee" shall mean the classifications referred to in the wage schedule attached hereto as Appendix A.

Section 1.2 Recognition. Recognition of the Union as the sole and exclusive bargaining agent is not intended as a guarantee to any employee covered by this Agreement of continued employment.

Section 1.3 Dues Check-off. The employer agrees to deduct Union dues uniformly required for membership in the Union, upon processing of individual authorizations for dues check-off, in accordance with the terms of the dues deduction authorization. The employer shall remit once monthly the sum total of dues to the Secretary-Treasurer, Service Employees International Union Local No. 73, AFL-CIO, CLC, 1165 N. Clark St. Suite 500, Chicago, Illinois 60610-2884. The Union shall notify the Business Office of the School District as to the amounts of dues; the Union shall refund to the Board or to the employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the Union.

Section 1.4 Fair Share. This section shall be applicable to all bargaining units employees who do not authorize dues deductions under this Agreement.

(a) All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

(b) Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union, provided however, that the Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.

(c) The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payment shall be deducted, their work locations and available space to post a notice concerning fair share.

(d) The Union shall cause to be posted a notice concerning the fair share fee information required or permitted by the Illinois Educational Labor Relations Act and the rules and regulations of the Illinois Educational Labor Relations Board ("IELRB").

(e) Upon adoption of a Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.

(f) Upon receipt of formal notice of an objection or unfair labor practice charge to the IELRB, the Union and the Board hereby agree to comply with IELRB rules. The Board shall forward the objector's fee or portion of the objector's fees being contested to the Union, to be placed in an escrow account pending a decision or mutually agreeable settlement between the Union and the objector(s).

(g) The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, action, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of the Article, or in reliance on any list notice, certification affidavit, or assignment furnished under any such provisions.

(h) If during the term of this Agreement, the IELRB or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of the IELRB or the Court.

ARTICLE II – NO DISCRIMINATION

Section 2.1. Statutory Protection. The Board and Union agree there shall be no discrimination in the employment or promotion of personnel on the basis of age, sex, race, creed, national origin or Union activity. Allegations of discrimination based on Union activity shall be subject to the proceedings of the IELRB, in lieu of arbitration under this Agreement.

Section 2.2 Union Activity. It is understood that there shall be no discrimination against any employee or any officer, committeeman or member of the Union for the fulfilling of his her duties and obligations as an officer or member of the Union. It is agreed, however, that employees are not to work on Union affairs during working hours except as specified herein.

ARTICLE III – MANAGEMENT – MANAGEMENT/LABOR COMMITTEE

Section 3.1 Management Rights.

(a) The parties understand and agree that the management of the School, the control of the premises and the direction of the working force are vested exclusively in the Board and include but are not limited to the right to hire, transfer, promote, suspend, discharge, assign, supervise, discipline and lay off employees, to determine the schedule of work and nature of work to be performed by employees, to determine or change the methods and means by which the District's operations are carried on, to contract for goods and services except as provided in paragraph (b) below, to determine policies, procedures, rules and regulations with respect to the establishment, management and conduct of its Schools and employees in the Schools, and all other ordinary functions which are the responsibility of the District.

(b) The District agrees that, until June 30, 2009, the current bargaining unit, its members and/or their hours of work shall not be reduced or diminished through the subcontracting of bargaining unit work.

Section 3.2. Management/Labor Committee. A Management/Labor Committee shall be established to work on mutual problems. The size and scope of committee function and rules governing operation are to be agreed upon between the Union executive committee and members appointed by the Superintendent.

Section 3.3. Management Order of Authority. Officials of the District involved in operations of the District and its physical plants include, but are not limited to, persons holding the following titles:

Superintendent, or designated representative
Assistant Superintendent, or designated representative
Director of Facilities or designated representative

ARTICLE IV – GRIEVANCE PROCEDURE

Section 4.1. Grievance Defined. A grievance under this contract is a claim by the Union that the Board has violated an expressed provision of this Agreement.

Section 4.2. Grievance Procedure. Employees who believe they have a grievance in connection with their jobs are invited to make such grievance known in accordance with the terms of the Grievance Procedure. In order to provide an orderly method for handling and disposing of all disputes, misunderstandings, differences or grievances arising between the Board and the Union, as to the meaning, interpretation and application of this Agreement, such matters shall be processed in the following manner:

- Step 1: The aggrieved employee shall first present his/her grievance to his/her Building Manager verbally.
- Step 2: If a satisfactory settlement is not reached, the employee shall reduce his/her grievance to writing and such employee and his/her Steward shall review the grievance with the Assistant Superintendent or his/her designee. At such a meeting, the Building Manager shall be present and shall provide the Assistant Superintendent or his/her designee with a written report of his/her meeting with the employee.
- Step 3: If the grievance is not resolved satisfactorily at the meeting provided for in Step 2 above, a written appeal may be taken by the employee to the Superintendent of Schools, or his/her designated representative, who shall hold a hearing thereon as soon as is reasonably possible and render his/her decision in writing within five (5) school days thereafter. The Assistant Superintendent or his/her designee shall provide the Superintendent of Schools, or his/her designated representative, with a written report of the meeting provided for in Step 2. All affected parties shall be present at the hearing provided for in this Step 3.
- Step 4: If a grievance involving matters other than an employee's discharge is not resolved satisfactorily at the hearing by the Superintendent of his/her designated representative, the Union may request binding arbitration pursuant to Section 4.3 below. In the event a grievance involving an employee's discharge is not resolved satisfactorily at the hearing by the Superintendent, or his/her designated representative, a copy of the complaint and a record of the proceedings of the previous meetings held on the grievance shall be prepared by the Superintendent or his/her designee and served upon the employee as soon as practicable after the conclusion of the hearing provided for in Step 3. The Superintendent or his/her designee shall file this report with the Secretary of the Board. The employee may file such additional reports as he/she deems necessary with the Secretary of the Board within ten

(10) school days nor more than twenty (20) school days from the date of receipt of such reports. At such meeting, all affected parties shall be present. The determination of the Board of Education on such grievances shall be final and binding upon all parties.

Section 4.3. Arbitration.

(a) In the event that the Union is not satisfied with the results of the grievance at the previous steps, the dispute shall be resolved by an arbitrator. The parties may choose any individual or agency to serve as a binding arbitrator. The Union must request binding arbitration within ten (10) school days after the decision of the School Board. If the parties cannot agree on an arbitrator within ten (10) school days after the Union has made the request for binding arbitration, the parties shall apply to the American Arbitration Association for the selection of an Arbitrator by striking names from a list. The arbitrator shall limit his/her decision to the interpretation, application or enforcement of this Agreement. The arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issues not so submitted to him. The expenses of the arbitrator shall be shared equally by the parties.

(b) Failure to appeal a decision within the specified time limits or to follow the procedural requirements herein stated shall be deemed an acceptance of the decision.

(c) The arbitrator shall be without the power or authority to make any decision which would be contrary to, inconsistent with, or modifying to, in any way, the terms of this contract, or any applicable law.

Section 4.4. Grievance Committee. An employee committee of not less than three (3), but not more than five (5), employees will be chosen by the Union and designated to act as the Grievance Committee for the purpose of meeting with the duly authorized representative of the Union and/or the Board whenever called upon. The names of the Committee will be certified to the Board at least once each year.

ARTICLE V – TERMINATION OF EMPLOYMENT

Section 5.1. Just Cause for Discipline. No employee shall be discharged or otherwise disciplined without just cause.

Section 5.2. Termination by the Board. An employee's employment may be terminated for cause upon the written recommendation of the Superintendent of Schools to the Board of Education. Such recommendation shall contain the reasons for said termination and copy shall be served upon the employee concerned.

Section 5.3. Voluntary Resignation. In the case of voluntary termination of employment, either by the employee or by authority of the Board, of an employee not of probationary status, at least two weeks; notice shall be given. Provided that, if in the

opinion of the Board, the Superintendent, or his/her designated representative, the continued presence of the employee on the premises will be detrimental to the best interest of the Schools, the employment may be terminated immediately upon notice along with two (2) weeks' pay in lieu thereof. Further provided, that if such employment is terminated by reason of the employee's misconduct, intoxication or any offense that will bring discredit upon the school, then no severance pay shall be granted.

Section 5.4. Notice of Resignation. Any employee who voluntarily terminates his/her employment shall so notify the Assistant Superintendent in writing a minimum of two (2) weeks in advance of such termination date. The specific date of termination shall be included in the letter; if it is not, the employee's right to vacation pay shall be forfeited. Any vacation due shall be figured on a pro-rated basis.

Section 5.5. Retire Severance Pay. Terminal pay in the amount of \$100 for each year of service, dating from the first date of continuous employment, shall be granted to all employees who retire on pension after the date of this Agreement.

Section 5.6. Probationary Period. New custodial employees shall be hired on a probationary basis for a period of nine (9) months to ensure a proper assessment of the employee's potential. During this probationary period, an employee who, in the opinion of the Assistant Superintendent, is not able to satisfactorily perform the duties of the job for which he/she was hired, can be discharged upon two-weeks' notice provided he/she has worked at least two months. Such notice may be one week for an employee who has worked less than two months. Such dismissal shall be by the Assistant Superintendent or his/her designee with the approval of the Superintendent of Schools, or his/her designated representative.

ARTICLE VI – HOURS OF WORK, OVERTIME, CALL BACK

Section 6.1. Regular Work Schedules. The language under this Article shall be to provide guidelines for the computation of overtime and scheduling of shifts, and shall not be construed as a guarantee of a minimum of hours of work per week. The standard workday shall consist of eight (8) consecutive hours. The standard workweek shall consist of forty (40) hours, Monday through Friday. The eight (8) consecutive hours for the day shift shall be from 7:30 a.m. to 4:00 p.m. with one-half hour (1/2) lunch period either staggered or by set hours. The Assistant Superintendent or his/her designee shall fix all lunch periods. Eight (8) consecutive hours for the second shift, including firemen and watchmen, shall include a one-half (1/2) hour lunch period. Firemen's lunch periods shall be scheduled on the same basis as for all other classifications during the heating season, i.e., one-half (1/2) hour out of an eight (8) hour clock shift.

Section 6.2. Adjusted Work Schedules. Based on operational needs of the District, and upon five (5) workdays' prior notice, up to two (2) custodial employees at a time per school may be scheduled Tuesdays through Saturdays during the school year. Said schedule adjustment shall be for not less than three months. Said schedule

assignment shall be made in accordance with the provisions of Article VII, Section 7.4(b) of this Agreement, covering lateral transfers.

Section 6.3. Lunch Periods (Special Cases). The Cafeteria Custodian, Athletic Equipment Custodians, Laundrymen and Firemen shall work eight (8) consecutive hours. The Assistant Superintendent may stagger the beginning times for such employees provided that hours of work for an employee will be uniform. One-half (1/2) hour lunch periods for the Athletic Equipment Custodians, Laundrymen and Cafeteria Custodians shall be exclusive of the eight (8) consecutive hour workday. One-half (1/2) hour lunch periods for Firemen shall be included in the eight (8) consecutive hour workday during the heating season only.

Section 6.4. Standard Work Week (Watchmen). The Standard work week of the Watchman shall consist of five (5) consecutive eight (8) hour days which include Saturday or Sunday.

Section 6.5. Punch-In/Out Requirement. All custodial personnel shall observe regular working hours and shall punch the time clock. Employees are required to be punched "in" and to have changed into work uniform by their starting time. No infraction of this rule shall be permitted, and no employee shall punch the time clock for any other employee.

Section 6.6. Equalization of Overtime. An effort shall be made by the Assistant Superintendent of his/her designee to equalize overtime among the employees of the Board insofar as practicable. Overtime work shall be limited to the ability of the individual employee to perform the work available. A record of the overtime worked by each employee shall be posted in the timekeeper's office. All men working on snowplow or snow shoveling and salting operations may begin one (1) or more hours before the regular starting time and shall not have such overtime charged against their equalization of overtime.

Section 6.7. Calculation of Overtime. Overtime shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for the job performed for all hours worked outside the employee's regular schedule which cause the employee to exceed forty (40) hours worked per week. (Example: An employee who drives the bus after regular work hours, shall be paid at the chauffeur's rate.) For purposes of overtime computation, "hours worked" shall include all paid leave time except sick leave. Except for firemen during the heating season, employees who work six (6) or more consecutive workdays shall be paid time and one-half (1/2) their regular rate for all such consecutive days worked beyond five (5).

Section 6.8. No Pyramiding. There shall be no pyramiding of overtime. The term "there shall be no pyramiding of overtime" means that no rate above the regular overtime rates called for in this Agreement will be paid.

Section 6.9. Weekend Watch Scheduling. An alphabetical monthly schedule of all employees required to perform Saturday or Sunday watch service shall be posted on the Bulletin Board one week in advance prior to the beginning of each month starting with July 1 of each year.

Section 6.10. Failure to Work Overtime. Except when the Assistant Superintendent or his/her designee determines that an emergency exists, any employee notified twenty-four (24) hours in advance that he/she is required to work overtime, and fails to do so, shall have the equivalent number of hours charged against his/her equalization of overtime.

Section 6.11. Assignment of Watch Duty. Watch service for holidays shall be on voluntary basis only, except in cases of emergency. An emergency shall be deemed to exist when no employee has volunteered for such service, in which event the Assistant Superintendent or his/her designee may assign any employee to such service. Such time worked on a holiday shall not be counted for purposes of equalization of overtime in accordance with Section 6.6 herein.

Section 6.12. Payment of Overtime. Overtime pay shall be included with the paycheck for the two (2) week period following that in which the overtime is earned.

Section 6.13. Overtime Minimum for Non-Continuous Hours. Employees required to work overtime on school and non-school sponsored activities, when the hours to be worked are not continuous to their regular work schedule, shall receive not less than four (4) hours pay.

ARTICLE VII – SENIORITY

Section 7.1. Seniority Defined. Seniority of an employee shall mean the length of continuous service in the bargaining unit, commencing with the employee's most recent date of hire. Seniority, however, shall have no effect upon an employee's probationary status.

ARTICLE VII – SENIORITY

Section 1.1. Seniority Defined. Seniority of an employee shall mean the length of continuous service in the bargaining unit, commencing with the employee's most recent date of hire. Seniority, however, shall have no effect upon an employee's probationary status.

Section 7.2. Effect on Layoffs/Recalls. Seniority shall be followed in lay-offs and recalls. In cases of layoff, the least senior employees in the affected classification shall be laid off first, provided that the senior employees retained possess the present skills and abilities to perform the job affected in an efficient, workmanlike manner.

Employees laid off under this Section 7.2 shall have the right to “bump” employees in other lower-paid classifications who have less unit-wide seniority, provided that such “bumping” employees possess the present skills and abilities to perform the available work in an efficient, workmanlike manner. Laid-off employees shall be recalled for work in the reverse order of layoff, provided that they have the skills and abilities at the time of recall to perform the available job.

Section 7.3. Effect on Promotions. In cases of promotion to vacant higher paid positions in the bargaining unit, the District shall have the sole discretion and authority to establish and determine the qualifications for the vacancy and shall post such qualifications with each job vacancy posting that occurs. Consideration shall be given first to the applicant possessing all the above-stated skills and qualifications. In the event that more than one applicant possesses all the required skills and qualifications, the position will be awarded to the qualified applicant possessing the greatest seniority. In the event that no applicant possesses all the stated skills and qualifications for the posted positions, or in cases of requests for transfers to lateral positions, the District shall consider the bidding employees’ seniority, relevant training and experience, demonstrated ability to deal with the demands of the position, the employees’ past work record and the District’s needs in awarding the position to the most qualified applicant.

Section 7.4. Effect on Lateral Transfers.

(a) Lateral transfers to permanent positions within the bargaining unit shall be subject to posting and bidding procedures under this Agreement, and the most qualified employee applicant for the position shall receive the vacant position.

(b) In cases where the District decides to make temporary (four (4) months or less) lateral reassignments, available bargaining unit employees with the necessary expertise shall be given, on an expedited basis and in order of seniority, the opportunity to accept such reassignment. In the event there are no volunteers for such temporary reassignment, the District may assign the least senior qualified bargaining unit employee to the transfer position, or staff the position pursuant to Article XVII.

(c) In all cases of lateral transfers, if an employee has been disciplined within the prior twelve (12) months, such employee shall be disqualified from consideration for a voluntary transfer.

Section 7.5. No Bumping Except for RIFs. There shall be no bumping of permanently assigned employees regardless of seniority except in cases of reduction of the work force.

Section 7.6. Miscellaneous.

(a) There is nothing herein contained which is intended to limit or prevent any employee from applying for any vacant position.

(b) The Assistant Superintendent or his/her designee shall review all job bids and shall recommend to the Superintendent and Board of Education the employee to fill the posted position, subject to Sections 7.3 and 7.4(a) above.

ARTICLE VIII – VACANCIES AND PROMOTIONS

Section 8.1. Posting of Vacancies. When a permanent vacancy occurs in any position within the bargaining unit, or any new job in such category is created, notice of such vacancy shall be posted on the bulletin boards by the Assistant Superintendent or his/her designee, within fifteen (15) working days after such vacancy first exists. Such vacancy may not be filled during the period beginning three (3) working days after such posting and ending fifteen (15) working days after such posting. Nothing in this Agreement shall prevent the filling of any vacancy on a temporary basis.

Section 8.2. Written Applications. Applications for vacancies in bargaining unit positions shall be made in writing.

Section 8.3. Effect of Seniority Rules. The selection of any employee for advancement, promotion or job preference shall be made by the Board of Education in accordance with the provisions of Sections 7.3 and 7.4. above.

Section 8.4. Effect of Probationary Status. There is nothing herein contained which is intended to limit or prevent any employee from applying for any vacant position after the employee has served in his/her current position for at least One Hundred Twenty (120) work days. However, an employee shall not receive consideration until he/she has completed his/her initial probation period, or unless no other employee bids for, or is qualified for the position.

Section 8.5. Notice of Appointment. Notice of the appointment of the successful candidate for a vacancy shall be posted on the bulletin boards by the Assistant Superintendent, or his/her designated representative. Any employee who applied for such vacancy shall have five (5) working days after the posting of the successful candidate's name to file a written grievance with the Assistant Superintendent or his/her designee and the Steward of the Union for disposition in accordance with Article IV of this Agreement.

Section 8.6. District Authority Reserved. The Assistant Superintendent or his/her designee shall have the authority to transfer or assign employees in accordance with school policy when not in conflict with the provisions of this Agreement.

Section 8.7 Application Requirements. All applicants for employment shall be required to fill out an application form in satisfactory to the Board, and shall be screened by the Assistant Superintendent as to job aptitude, moral, physical and other qualifications. Any applicant may be interviewed by the Superintendent of Schools, or his/her designated representative, before being recommended for final consideration by the Board of Education.

Section 8.8. Medical Examinations. All employees must meet the medical requirements established by the Board upon receiving a conditional offer of employment or promotion. The Board may require any employee to submit to medical examinations from time to time, after employment, consistent with legal requirements.

Section 8.9. Training in New Assignments. The Board of Education recognizes the importance of selecting the best candidate from the staff for promotion to any job. Promotions will be made on the basis of the factors agreed upon between the Board and the Union. When an employee is promoted, it is further the position of the Board that it becomes the duty and responsibility of the administration, to offer all assistance possible to ensure success on the new job. Each employee recognizes his/her responsibility for making preparation for advancement to any position to which he/she aspires. To this end, the Board will assist any employee in the upgrading of his/her skills so that the employee can become more nearly qualified to assume the duties of the new position. Further, should the promoted employee fail in his/her new assignment, every consideration will be given, in as short a period as possible, to restore him to a position equal to that held prior to his/her promotion.

Section 8.10. Watchmen Provisions.

(a) Persons employed in the position of watchman may bid or change job positions within the school system after completing their probationary period.

(b) Persons presently employed as watchmen may, at any time in the future, bid or transfer to another job position within the school system providing requirements of the existing contract are met.

(c) Firemen will stand watch during the heating season while fulfilling boiler room responsibilities

Section 8.11. Work Performance Evaluations.

(a) Employees shall be evaluated regularly on a yearly basis. Employees shall be presented with and shall sign the evaluation, signifying that they have reviewed the evaluation and understand its contents; provided, however, that if the employee disagrees with the evaluation, he/she shall be entitled to state such disagreement in writing, which statement shall be attached to the evaluation and included in his/her file.

(b) Written disciplinary notices shall not be a basis for denial of transfer, promotion or job preference after twenty (24) months, provided the reason for such adverse evaluation has been corrected and the reason for such adverse evaluation did not involve either (i) conduct which directly jeopardized student/staff safety or (ii) the effect of the employee's morality on his/her job performance or on the District's operations.

ARTICLE IX – WAGES

Section 9.1. Wage Schedule. Position classifications and annual salary rates are attached hereto as Appendix A.

Section 9.2. Payment Schedule. Salaries shall be paid at the annual rate in twenty-six (26) equal pay periods established by the Board. Every effort will be made to pay all outside activities on current payroll.

Section 9.3. Temporary Assignment Pay.

(a) An employee assigned to fill a temporary vacancy at a higher salary shall receive such higher rate provided such assignment is for three (3) or more consecutive days. If the assignment is for three (3) or more consecutive days, the higher rate shall be paid from the first day of such assignment.

(b) The three (3) day limitation set forth in (a) above shall not apply when a staff member possessing a trade journeyman's skill, for which a staff position description does not exist, is assigned work responsibilities which utilizes those skills. Such employee shall be paid at the then effective Maintenance rate of pay for all the time he/she is engaged in performing said skilled work. The Superintendent or his/her designee shall reasonably determine when and if this clause is applicable.

Section 9.4. Shift Differential. Twenty cents (\$0.20) per hour shall be paid in addition to the regular custodial hourly rate for the second shift. The second shift is interpreted to mean, for this section, four (4) or more hours of an eight (8) hour shift worked after 4:00 p.m. The second shift pay differential shall not be applicable to hours of overtime work which are contiguous to an employee's day shift. Second shift pay differential shall be applicable, however, when overtime work is not contiguous to day shift hours and when such overtime hours are after 4:00 p.m. The twenty cents (\$0.20) pay differential shall be calculated at one and one-half time (1 ½) for over time work which is performed in accordance with this section. Five-sixths (5/6) of an employee's vacation period, as herein structured in Section 15.3, shall be figured at the pay differential rate, provided such employee is regularly assigned to the second shift during the school term. Nothing in this section by intent or meaning is applicable to the day shift salary schedule.

Section 9.5. Snow Day Rate. Employees shall be paid at one and one-half (1 ½) times the appropriate rate when required to work during "snow days" when school is not in session.

Section 9.6. Chauffeur Duty Rate. Employees who are required to drive buses during their regularly scheduled shift shall receive their regular hourly pay rate or the Chauffeur hourly pay rate, whichever is higher, for all hours worked as a Chauffeur. Employees who are required to drive on overnight trips shall be entitled to eight (8) hours of pay per night at \$8.77 per hour, plus reimbursement for the driver's room, meals and other necessary expenses upon presentation of receipts to the District.

ARTICLE X – INSURANCE PROGRAMS

Section 10.1. Life Insurance. The Board of Education shall provide a life insurance plan and pay for a minimum of \$5,000 term life insurance for each employee.

The plan shall contain an Accidental Death and Dismemberment (AD&D) Double Indemnity Rider. For each \$1,000 earned above the base of \$5,000, according to the employee's place on the base salary schedule as of October 15, an additional \$1,000 in insurance shall be paid for by the Board of Education. The additional insurance shall be determined by the nearest \$1,000 of income. Base salary in the amount of \$500 or more shall be considered as an additional \$1,000 insurance.

Section 10.2. Health and Accident Insurance.

(a) Except as provided in subsection (e) below, bargaining unit employees shall be participants in, and covered by the terms of, the District's employee health care plan and shall have the same PPO/HMO coverage options applicable to the remainder of the District's employees.

(b) A summary description of newly-agreed upon changes in benefits provided by the District's health care plan as it existed on June 30, 1996 is attached hereto as "Schedule B". Employees are directed to the current Summary Plan Description applicable to their program election (PPO or HMO) for a fuller explanation of benefits.

(c) The Board of Education reserves the right to utilize any insurance carrier or to self-insure using a professional claims administrative service, so long as the coverage's to be provided are equal to those which were provided by Blue Cross/Blue Shield.

(d) During the term of this Agreement, premiums for employee's health care and life insurance coverage shall be paid as follows:

- | | |
|-----------------|---|
| 7/01/05-6/30/06 | The employee shall pay 5% of the premiums for single coverage and 10% for family coverage in effect on July 1, 2005, and the District shall pay the balance of the premiums up to 10% over the District's payment during the year ending June 30, 2006. Any balance of the premiums remaining thereafter shall be paid by the employee. |
| 7/01/06-6/30/07 | The employee shall pay 5% of the premiums for single coverage and 10% for family coverage in effect on July 1, 2006, and the District shall pay the balance of the premiums up to 10% over the District's payment during the year ending June 30, 2007. Any balance of the premiums remaining thereafter shall be paid by the employee. |
| 7/01/07-6/30/08 | The employee shall pay 5% of the premiums for single coverage and 10% for family coverage in effect on July 1, 2007, and the District shall pay the balance of the premium up to 10% over the District's payment during the year ending June 30, 2008. Any |

balance of the premium remaining thereafter shall be paid by the employee

7/01/08-6/30/09 The employee shall pay 5% of the premium for single coverage and 10% for family coverage in effect on July 1, 2008, and the District shall pay the balance of the premium up to 10% over the District's payment during the year ending June 30, 2009. Any balance of the premium remaining thereafter shall be paid by the employee.

The District shall permit bargaining unit employees to make such co-payment through any \$125 program then in effect for other District employees.

(e) In lieu of insurance coverage, a bargaining unit employee may elect, in the appropriate enrollment period, to receive as additional compensation 40% of the premium paid by the District on his/her behalf immediately prior to such election. Said amount shall be added to his/her gross salary and paid in equal installments as part of his/her regular paycheck. Any amounts paid to the employee under this election shall be subject to usual and customary withholding of taxes, IMRF contribution, and the like. Employees who so elect may re-enroll in the District's health care plan in accordance with the rules of the plan.

(f) In the event that the Federal Government shall institute a program of national health coverage which shall increase the District's cost of such coverage for bargaining unit employees, the District may require the re-opening of the affected parts of the contract, and the parties shall be required to negotiate in good faith over the effect of such change with the intent of having the bargaining unit employees receive the same, but not more economic benefits.

Section 10.3. Dental Insurance – Right to Purchase. Employees may elect to enroll in Single or Family Dental Insurance Coverage by instructing the Business Office to make the then premium cost deduction from his/her check. Employee enrollment must be prior to October 1 of each school term.

For those employees who elect such coverage, the Board of Education shall pay for fifty percent (50%) of the cost of such coverage and the employee shall pay for the other fifty percent (50%) of such coverage.

Section 10.4. Vision Insurance. The Board shall provide during each year of this contract vision benefits which include the following annual reimbursement for PPO.

Exam	\$16	Single Vision Lenses	\$14/pr
Bifocal lens	\$25/pr	Trifocal Lenses	\$35/pr
Trifocal lens	\$35/pr	Lenticular lenses	\$70/pr
Contact lens	\$70/pr	Frames	\$14/frame

For HMO: Exam with existing co-pay: 1 20% discount on purchase of vision materials and a \$75 allowance toward such purchase every 24 months.

Section 10.5. Retiree Health Care.

(a) The District shall provide an early retiree health care benefits program as follows:

- (1) The retiree health care program shall be for employees who Retire in good standing at age 59 or older, with fifteen (15) Or more years of service, until they reach age 65. As used in this paragraph, “retire” means eligible for and receiving IMRF pension benefits.
- (2) The District shall subsidize retiree’s health care under the District’s plan to extend the retirees’ coverage in effect on their last workday prior to the effective date of retirement. The District shall either (a) continue to pay the same percentage of the premium as it pays for single active employee coverage, or (b) contribute a portion of the premium for family coverage in the yearly amounts specified below, on a pro-rata basis, until the retiree reaches age 65. The yearly amounts are:

<u>Age at Retirement</u>	<u>Yearly Amount</u>
59	\$3,000.00
63	\$4,000.00
64	\$4,500.00

Dependent coverage and employee co-payment required for Single coverage (if any) shall be administered in accordance With federal and state continuation health care coverage laws (COBRA & SHIRA).

- (3) In the event that the Federal Government shall institute a Program of national health coverage which shall increase the District’s cost of such coverage for retirees, the District may require the re-opening of the affected parts of the contract, and the parties shall be required to negotiate in good faith over the effect of such change with the intent of having the retirees receive the same, but not more economic benefits.

(h) For bargaining unit employees other than those described in subsection (a)(1) above, retirees who receive their pensions, and early retirees, will be allowed to enroll in medical insurance coverage for which they were eligible as maintenance and custodial staff so long as the insurance company writing such coverage continues to approve participation by the retirees and the experience or risk factor for such group is separately figured and does not affect the rate for non-retired maintenance

and custodial staff. The retirees will be responsible for the full amount of the premium applicable to the particular coverage and such amount will be deducted from the early retirement compensation or otherwise paid for by non-early retirees.

ARTICLE XI – LEAVES OF ABSENCE

Section 11A.1. Sick Leave Use. Sick Leave shall mean absence from work caused by the employee's illness or the illness or death of a member of his/her immediate family. The definition of Sick Leave shall be interpreted to mean personal illness or serious illness in the immediate family or household or death in the immediate family or household. Immediate family being defined, for this section, as husband, wife, parents, grandparents, brothers, sisters and children, all of whom may be by marriage or blood. Use of Sick Leave will be limited to ten (10) days for serious illness in the immediate family or household during a fiscal year

Section 11A.2. Physician's Certification of Illness. The Board of Education may require a physician's certificate as a basis for pay during leave after an absence of four (4) consecutive working days for personal illness, or as it may deem necessary in other cases.

Section 11A.3 Computation of Sick Leave Use. Sick leave and personal days shall be figured on an hourly rather than a daily basis. Employees will be charged only for hours used for these purposes.

Section 11A.4. Sick Leave Accrual. Effective 10/14/93, all newly hired full-time custodial employees with less than three (3) years of employment shall accrue sick leave at a rate of ten (10) days per school term. All other full-time custodial employees shall accrue sick leave at the rate of twelve (12) days per school term. If an employee does not use the annual sick leave allowed, the unused amount shall accumulate to an unlimited reserve.

Section 11A.5. First Year Accrual Pro-Ration. Effective 10/14/93, newly hired employees shall be given sick leave credit of five-sixths (5/6) day per month, up to ten (10) days, for the fractional part of the first year worked. All other full-time custodial employees shall be given sick leave credit at the rate of one (1) day per month, up to twelve (12) days, for the fractional part of the first year worked.

Section 11A.6. Coordination with Workers Compensation. An employee who is injured while in the course of his/her employment is entitled to receive his/her full salary for three (3) calendar days from date of accident. During such period, any disability payments made to the injured employee under the Workmen's Compensation Act shall be paid by him to the Board. Upon completion of the three (3) day period, the employee may file for disability benefits under the Illinois Municipal Retirement Fund and shall retain any further Workmen's Compensation Act payments made to him. It is further provided that no Sick Leave accumulated to the credit of any employee will be deducted for time off because of an injury incurred in the course of his/her employment.

Section 11A.7. Injury on the Job. When an employee is injured on the job and is required to report to the clinic for treatment, school or public transportation shall be provided.

Section 11A.8. Extension of Sick Leave by Board. The Board reserves the right to grant Sick Leave in excess of the amount allowed or accumulated to any employee upon the recommendation of the Superintendent. Any such action by the Board is not covered by this Agreement nor shall it be considered a basis for future action.

Section 11A.9. Notice of Sick Leave Accumulation. Each employee shall be notified of number of his/her unused Sick Leave days at the end of each school year.

Section 11A.10. Coordination with Disability Leave. When employees are placed on or accept disability status, they will no longer accrue Sick Leave or vacation time nor shall they receive holiday pay should holiday(s) occur while they are on disability. Employees who are on disability must advise their employer within five (5) days after being placed on disability status.

Section 11B.1. Personal Days – Purpose and Accrual. Bargaining unit employees shall be entitled to two (2) days per year for personal business or unforeseen emergencies, which cannot be attended to before or after school hours, or on Saturdays, Sundays, or holidays. Effective 10/14/93, newly hired bargaining unit employees shall not be entitled to personal days until they have completed their first three (3) years of employment.

Section 11B.2. Procedure and Use of Personal Days. Notice of such absence shall be given, when possible, at least a day in advance. In the absence of compelling emergency, such personal leave days cannot be taken before or after holidays or vacations. Unused personal leave days shall be added to the employee's accumulated sick leave under this Agreement. On an experimental basis, applicable to this contract only, bargaining unit employees need not specify a reason on the application form; provided, that the use of such a leave day must meet the intent and definition found in this section and examples listed below.

Examples of requests for personal leave which will be granted are given below:

- (a) An emergency involving the destruction of, or the threat of destruction of, the custodian's personal property.
- (b) Legal proceedings necessitating the custodian's presence, the date and time of which the custodian does not control
- (c) A community service, governmental function or honorary ceremony in which the custodian is extended specific personal recognition.

(d) The awarding of a diploma to the custodian for an advanced degree or the awarding of an educational diploma to a spouse, child or dependent of the custodian.

(e) A leave of one (1) day on the day of the wedding to serve as a member of the bridal party of immediate family or household as defined in Section 11A.1, provided however, that the Superintendent may grant a single day of leave for a day of travel to the wedding in the event that the custodian cannot reasonably reach the site of the wedding without a day of travel.

Examples of requests which will not be granted are given below:

(a) Requests to perform work in a private business or volunteer work for a civic or charitable organization.

(b) Requests for recreational or travel leave not otherwise authorized.

(c) Leaves for which specific reasons are not give.

(d) Reunions, family or social events or visits not otherwise authorized under this section.

The examples in all of the above categories are not meant to be limiting; rather, they are meant to aid in understanding the acceptable use of personal leaves.

Section 11B.3. Request Form for Personal Days. An application for personal business leave will be used. If the reason for the personal business leave is on the form, the reason is given by checking the appropriate location on the form. If the reason for the personal business leave is not on the form and is not on the list of requests that will not be granted, the specific reason will be given at the place shown on the form for such information. The portion of the form returned to the employee shall be so sealed to maintain confidentiality.

Section 11B.4. Use for Bereavement Purposes. Personal days may be taken for bereavement days to attend funeral of a member of immediate family as defined by School Code, and shall not be deducted from Sick Leave.

Section 11C.1. Unpaid Leaves of Absence. Leave of Absence may be granted to employees who are not in probationary status by the Board upon the employee's written application, for conditions of his/her ill health, military service, or other reasons approved by the Board. No employee, however, shall be granted a Leave of Absence to seek employment elsewhere. Seniority shall be retained during authorized Leave of Absence.

Section 11D.1. Posting Position of Person on Leave of Absence. Job vacancies caused by extended leave of absence caused by illness shall be posted and filled as provided in Article VIII herein. Subject to the provisions of Sec. 11D.2, an employee on extended Leave of Absence caused by illness is entitled to be reinstated in his/her former

position upon termination of such leave and the employee who filled the position during such leave is entitled to be reinstated in the position he/she held prior to filling the vacancy. An employee who fills a vacancy caused by a Leave of Absence granted to another employee shall serve the first six (6) months in such position in a probationary status.

Section 11D.2. Leaves Due to Employee Disability.

(a) Upon exhaustion of all paid leave benefits, a disabled employee will be able to apply for a ninety (90) day unpaid leave of absence, or the balance of their entitlement to FMLA leave, whichever is longer. Requests for leaves under this section must be in writing and the results of said requests shall be in the minutes of a school board meeting. While on such unpaid leave, the District shall continue to pay its share for the employees' health care and life insurance premiums. In the event they are unable to return to work at the expiration of said unpaid leave period, they shall be viewed as terminated and shall receive notice of their COBRA rights

(b) Employees who are terminated under paragraph (a) above shall have a right to reinstatement to their position if they are physically capable of returning to full duty within three (3) years (for employees with five (5) or more years of seniority), or two (2) years (for employees with two (2) to five (5) years of seniority). Disabled employees seeking to return to work shall present to the Board of Education a statement of satisfactory health by a qualified examining physician designated by the Board, which shall evidence the employee's ability to return to the full scope of his/her duties. Employees who are able to return to work from disability leave on June 1 of any year must provide written notice to the District by the previous April 1 of their intent to do so. Employees who are unable or fail to give timely notice shall, upon giving notice at any other time, be placed on any existing "recall list", and shall be entitled to exercise their seniority rights to be recalled to a bargaining unit position upon the District's ability to recall such employee.

ARTICLE XII – RETIREMENT FUND – SEVERANCE PAY

Section 12.1. Participation in IMRF. All custodial employees shall come under the provisions of the Illinois Municipal Retirement Fund as provided by statute.

Section 12.2. Severance Pay. To be eligible for severance pay as provided under Section 5.5 above, a retiring employee shall notify the Superintendent in writing of his/her intention to retire not more than one (1) year and not less than sixty (60) days prior to his/her anticipated retirement date. Severance pay as defined in Section 5.5 above shall be spread over the last year of service or portion thereof, commencing with the first pay period following the thirtieth (30th) day after the notice required by this Section.

ARTICLE XIII – GENERAL REGULATIONS

Section 13.1. Direction of Bargaining Unit Employees. The following regulations are applicable to bargaining unit employees. This list is not intended to be exhaustive. Bargaining unit employees will also be subject to directives from their supervisors and other reasonable rules and regulations issued by the District, unless superseded by an express provision of this Agreement.

(a) Employees may be assigned to any job, night or day, in an emergency, by the Assistant Superintendent. In such emergencies, the Assistant Superintendent shall only transfer an employee from designated shift for five (5) working days.

(b) Employees whose assigned work places them in contact with teachers, students or other employees are to complete their work as quickly as possible and not loiter or carry on unnecessary conversation. Any employee found loafing, visiting unnecessarily with students, teachers or fellow workers, wasting time or generally not performing the duties expected of him shall be reported by the foreman to the Assistant Superintendent. A record shall be made of all such incidents, and the employee shall be advised of such complaints. Any reoccurrence shall be cause for suspension without pay by the Superintendent, upon the recommendation of the Assistant Superintendent, pending final action by the Board of Education.

(c) Representations concerning school matters which (i) an employee knows to be false, (ii) are disparaging to the District, and (iii) actually interfere with the District's operations may be considered an adequate basis for discipline; provided, however, that any action taken against such employees shall be subject to the Grievance Procedures set forth in Article IV above.

(d) Employees who have justifiable reasons for taking time off shall first obtain permission to be absent from work from the Assistant Superintendent or his/her assistants. If an employee is sick and cannot come to work, he/she shall contact the maintenance office not later than his/her starting time. Failure to contact the office or the employee's immediate supervisor by starting time without sufficient cause may result in discipline, including suspension or discharge, depending upon the employee's record and circumstances.

(e) No employee shall leave the school grounds for school or other business during working hours without first obtaining permission from the Assistant Superintendent or his/her assistants. Upon so leaving, such employee not on school business shall punch "out" on the time clock. This section shall not apply for lunch periods, provided the employees punch out and punch in on the time clock when leaving and returning.

(f) Watchmen or broiler room employees who are assigned to a specific shift must not leave their post until relieved by another employee.

(g) The receiving room shall be so arranged as to provide easy access to the office of the Assistant Director of Buildings and Grounds, but no access to that part of the receiving room in which are stored valuable supplies. In those rooms where valuable supplies are kept, access will be only through the receiving room clerk.

(h) The receiving room clerk shall keep an accurate inventory of all goods received and dispensed. No material shall be issued except by work order. Tools shall be issued only through the tool check system established by the Board.

(i) The Assistant Superintendent shall present such requisitions as are necessary to maintain an adequate supply of materials.

(j) Employees are to use tool and machines of the Industrial Arts Department only as agreed upon between the Superintendent and the head of the Industrial Arts Department and the Assistant Superintendent.

(k) Bargaining unit employees shall wear such uniforms as are furnished by the Board of Education. All employees shall maintain a neat appearance. Upon entering the school buildings during school hours, employees shall remove their hats and otherwise appear in a manner such as to set a desirable example for students.

(l) During school hours or school functions, employees shall not smoke in the buildings or on the grounds other than in those rooms specifically set aside for such purpose. If an employee reports for work in an intoxicated condition, the Assistant Director of Buildings and Grounds shall send him home, pull his/her card, and advise the Superintendent in writing of the action taken; notice of this action is also to be sent to the Board members. This offense shall be grounds for dismissal, or at the discretion of the Board, a suspension of such number days as the Board may impose.

(m) The use of profane and abusive language in and about the school premises, particularly in the presence of students, is strictly prohibited.

(n) In order to maintain the physical well-being of the school plants and the well-being of the students, it is the function of every custodial employee to assume responsibility wherever he/she may find it, whether assigned to him/her or not.

(o) All employees must realize that they are working for the public and their first duty is to protect public property.

(p) The members of the Union may be allowed bulletin board privileges in quarters set aside for such employees for the purpose of publishing meeting notices and other matters affecting the membership employed by the Board of Education.

(q) If employees desire to hold Union meetings in the school, the Assistant Superintendent is hereby given authority upon their so requesting it, to provide a meeting room. Meetings are to be held outside of school hours, except for Union

meetings which can be held twice a year for a period of one (1) hour during regular working hours.

(r) No employee shall take or permit to be taken from the school grounds any school property except for school purposes unless approved by the Assistant Superintendent and the Superintendent. A receipt in duplicate shall be taken from the party removing any school property and one (1) copy thereof is to be deposited in the Business Office.

(s) All work orders must come to the Assistant Superintendent from the Superintendent. In case of an abundance of work orders, the order in which they are executed should be decided after a conference between the Superintendent and the Assistant Superintendent.

(t) Any military reservists required to take time off for reserve training will be allowed a regular vacation period, provided the employee endorses and forwards to the Business Office his/her check for the services performed during the military training period. A written notice of not less than four (4) weeks shall be given the Assistant Director of Buildings and Grounds for such time off.

(u) Custodial employees are expected to carry out such duties as are imposed upon them by the Board of Education in an effective, courteous and business like manner. The employee must realize that he/she is serving the public and that his/her conduct on and off the job should be such that it will not bring discredit to him, to his/her colleagues or to the institution he/she is serving.

(v) The willful violation of any employee of any of the foregoing provisions shall be considered sufficient cause for dismissal.

(w) Any employee charged with infraction of Board rules shall be entitled to grieve such charge pursuant to Article IV Grievance Procedure.

(x) Employees may be required to attend training sessions from time to time to learn more about their work. Such sessions shall be held on paid time. The Board shall assume responsibility for any unusual expenses in connection with these training sessions.

(y) Each employee shall have access, upon reasonable request thereof, to any records affecting his/her employment except confidential materials.

(z) All instructions, reports, comments and complaints regarding the operation and condition of buildings, equipment, supplies and other property of the Board shall be directed to the Superintendent and the Assistant Superintendent. They shall discuss any reports affecting any employee or employees with the parties concerned. An opportunity will be given any employee to rectify any violations of Board Rules and failing to do so shall be given a written warning that a repetition of infraction would be

cause for disciplinary action by the Board. Each affected employee and the Union shall be furnished a copy of any recommendation affecting his/her status as an employee of the Board of Education.

(aa) There shall be a permanent safety committee of two (2) or more persons, one (1) of whom is to be selected by the Union and one (1) selected by the Board. This committee shall investigate, discuss and submit recommendations calculated to correct any unsafe working conditions that may exist. The committee shall investigate and recommend ways and means of providing for the health and welfare of the employees. These recommendations are to be submitted to the Superintendent of Schools and the Board of Education and it is agreed that reasonable efforts shall be made to improve any unfavorable conditions which the committee may call to its attention.

(bb) The Board shall provide First Aid supplies for all shifts.

(cc) No bargaining unit employee shall be required to search out bombs. Pianos will be moved providing they do not have to be dismantled..

(dd) No bargaining unit employee shall be required to discipline students. However, all employees are expected to contribute to the preservation of school property and to take steps to prevent damage to any school facility.

ARTICLE XIV – JURY DUTY

Section 14.1. Pay for Jury Service. An employee required to serve on jury duty shall receive the difference between his/her jury duty pay and his/her regular pay minus the cost of public transportation from the school to the court plus the regular lunch allowance.

ARTICLE XV – VACATIONS

Section 15.1. Standard Vacation Scheduling. Vacation time for all employees shall be between June 15th and August 15th of each year, except employees on standby status during the regular vacation period. However, in the event of an emergency on the part of the employee, vacation time may be allowed at any period of the year. Also for the duration of this agreement, split vacations may be approved for the employees entitled to three (3) or four (4) weeks vacations. This vacation time to be at the discretion of the Assistant Director or Buildings and Grounds. Any employee who commences his/her employment on the first working day following January 1, shall be entitled to one (1) week vacation after the following July 1. Further, any employee commencing his/her employment on the first working day following July 1, shall be entitled to the vacation specified in the contract schedule.

Section 15.2. Split Vacation Scheduling. Split vacations shall be subject to the following conditions:

(a) Employees entitled to four (4) weeks vacation may schedule two (2) weeks at times other than July 1 – July 30. However, ten (10) working days will be scheduled between July 1 – July 30.

(b) Employees entitled to three (3) weeks vacation may schedule one (1) week at a time other than July 1 – July 30. However, ten (10) working days will be scheduled between July 1 – July 30.

(c) Scheduling split vacation must be a duration of no less than five (5) days, Monday – Friday.

(d) The subject of split vacations will not, during the term of this Agreement, be subject to the Grievance Procedure.

(e) No vacations shall be scheduled during Christmas or Easter recess, or during the last two (2) weeks of August.

(f) No more than one (1) employee in each category may schedule his/her vacation during the same period of time – rated, day custodian, night custodian.

(g) Split vacations shall not be scheduled for firemen during the heating season, approximately November to April depending upon weather conditions.

(h) Split vacation scheduling conflicts shall be resolved by seniority. The employee possessing the greater seniority shall have his/her scheduling choice, but can not bump another once his/her choice of vacation dates has been made.

(i) Employees are to submit requests for split vacations on or before February 1 prior to the March 1 posting date.

Section 15.3. Posting of Vacations Schedules. Vacations shall be posted by March 1 for vacations scheduled after July 1 which were earned during the twelve (12) months immediately preceding the July date.

Section 15.4. Staffing During Regular Vacation Period. A “skeleton” crew, to be agreed upon between the Superintendent, the Assistant Superintendent and the Union Steward, shall work during the regular vacation period described in Section 15.1 above, and shall take their vacations at an agreed upon time.

Section 15.5. Vacation Entitlement by Length of Service. Bargaining unit employees shall be entitled to vacation time in accordance with their length of service as follows:

Six months but less than one year - 1 week (forty hours)

One year but less than seven years - 2 weeks (eighty hours)

Seven years but less than fifteen years - 3 weeks (one hundred twenty hours)

Fifteen years and over – 4 weeks (one hundred sixty hours)

Vacation overtime rate - refer to Section 9.5

ARTICLE XVI – HOLIDAYS

Section 16.1. Paid Holidays. Employees shall be granted fifteen (15) holidays with pay during any fiscal term, provided they are in “paid” status on both the last work day before, and the first work day following, the holiday. They are:

1. New Year’s Day
2. Martin Luther King’s Birthday
3. Lincoln’s Birthday
4. Floating Holiday
5. May 30 (Memorial Day)
6. July 4th
7. November 11 (Veterans’ Day)
8. Thanksgiving Day
9. 1st Monday in September (Labor Day)
10. Friday after Thanksgiving Day
11. Christmas Day
12. 2nd Monday in October (Columbus Day)
13. Last working day preceding Christmas
14. Last working day preceding New Year’s Day
15. Casimir Pulaski’s Birthday

Section 16.2. Payment for Holidays Worked. Any employee required to work on any of the above-named holidays shall receive, in addition to his/her regular pay, the regular overtime rate.

Section 16.3. Observance of Holiday. In the event that any of the holidays fall on Saturday or Sunday, the Friday next before or the Monday next following shall be considered and observed as the holiday. However, there shall be exempt from overtime payment, work performed on those days observed as holidays, when school is in session, that fall on Friday before and/or Monday following a holiday, and the day, if worked, shall be added to the employee’s vacation.

Section 16.4. Holidays for Watchmen. Holidays which fall on days when watchmen are not scheduled to work will have such holidays added to their vacation.

ARTICLE XVII – SUPPLEMENTAL STAFFING

Section 17.1. Temporary Employees Defined. Temporary employees are employees hired by the District either:

(a) to supplement the workforce during the period of a regular employee's injury or illness disability leave, or

(b) to work on projects of a specific duration and which are non-recurring in nature, and are not part of the regular and ongoing duties of bargaining unit members.

Temporary employees may be regularly scheduled to work up to 40 hours per week, dependent upon the needs of the District and the availability of the temporary employee.

Section 17.2. Part-Time Employees Defined. Part-time employees are employees hired by the District to work regular work schedules which do not exceed 37.5 hours per week, from Monday through Friday.

Section 17.3. Casual Employees Defined. Casual employees are employees who are hired by the District solely to substitute for regular full-time employees who are absent from work due to daily sick leave, personal leave, or vacation.

Section 17.4. Use of Supplemental Employees.

(a) The District's use of temporary, part-time, and casual employees shall not be for purposes of displacing regular bargaining unit members, or to evade the District's responsibilities under the Agreement to hire and staff full-time bargaining unit positions in accordance with the Labor Agreement.

(b) The District may use temporary employees and part-time employees to perform work outside of the historical regular work load of other regular bargaining unit employees, provided such work is appropriate for temporary/part-time employees' expertise and such temporary part-time employees' regular work week does not exceed forty (40) hours.

Section 17.5. Overtime Preferences for Regular Full-Time Employees.

(a) Where overtime opportunities are anticipated in a given work week, sign-up sheets shall be posted for regular full-time bargaining unit members in appropriate classifications, thereby indicating their desire to volunteer for overtime opportunities in appropriate classifications which arise or may arise during such work week.

(b) Temporary and part-time employees shall not receive opportunities to work (i) in excess of forty (40) hours, or (ii) outside of their regular schedules on weekends, unless and until such overtime opportunities have first been extended to regular bargaining unit employees.

Section 17.6. Compensation for Supplemental Employees.

(a) Temporary and casual employees are not bargaining unit members and shall not be entitled to the benefits and protections afforded by the parties' collective bargaining agreement covering regular full-time Maintenance and Janitorial employees.

(b) Regular part-time employees are members of the bargaining unit and shall receive the appropriate hourly rate of pay for their job classification. Part-time employees shall not be eligible to receive other benefits, except for sick leave and pension contribution to IMRF as required by state law.

Section 17.7. Temporary Summer Help.

(a) Temporary summer help will be drawn primarily from the ranks of students attending higher institutions or trade schools.

(b) Temporary summer employees shall be paid at a flat rate determined by the Board of Education and none shall be entitled to any fringe benefits which accrue to regular employees.

(c) Union temporary work cards shall not be mandatory or a condition of temporary summer employment for employees hired to work less than two (2) calendar quarters. However, summer temporary employees may pay temporary Union dues.

ARTICLE XVIII – MISCELLANEOUS

Section 18.1. Reservation of Rights, Duties, and Powers. The Board intends that this Agreement shall not conflict with, contravene, abrogate, diminish nor affect in any way the powers, authority, duties and responsibilities vested in the Board by law.

Section 18.2. Amendments to Agreement. The Board and Union agree that this agreement shall not be construed as prohibiting the parties from making such other temporary arrangements for the convenience of the Board, its administration, or the Union, as may be mutually agreed upon, during the term of this contract. Such temporary arrangements shall not be construed as establishing precedent or serving as a basis for future contractual agreements.

Section 18.3. Savings Provision. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the minimum standard of the School Code, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Any substitute action shall be subject to consultation and negotiation with the Union.

Section 18.4. Term of Agreement.

(a) The foregoing terms and conditions of employment for the bargaining unit represented by Service Employee Local No. 73, Eleven Division, are hereby adopted by the Board of Education, Proviso Township High Schools, District No. 209, Cook County, Illinois, effective on the date of execution by the parties.

(b) The provisions of this Agreement shall supersede all prior agreements, and shall be effective through June 30, 2009, unless otherwise amended and agreed to in writing.

Section 18.5. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning wages and terms and conditions of employment for its term. The parties hereby agree that this Agreement terminates and supersedes any and all prior agreements and practices, whether covered by this Agreement or not. Except as expressly set forth in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement; provided, however, that the parties may at any time amend this Agreement in writing by mutual consent.

ARTICLE XIX – NO STRIKE/NO LOCKOUT

Section 19.1. No Strike/No Lockout Commitment. During the term of this Agreement, the Union shall not authorize, and the employees shall not engage in, any strike, job action, work stoppage, work slowdown or similar activities, and the District shall not lock out bargaining unit employees.

ARTICLE XX – EXECUTION

This contract, when signed by the President and Secretary of the Board and the Union President and Secretary, shall be effective from the date of execution by the parties, through June 30, 2009.


FOR THE BOARD OF EDUCATION

FOR THE UNION


Emanuel "Chris" Welch – President


Nunzio Maiello, Chapter President


Shirley J. Madlock – Secretary


Catherine Schutzus - Union
Representative

21 Feb 2005
Date

2-15-05
Date

APPENDIX "A" – WAGE SCHEDULE

I. **Annual Increases**

Wage rates for all Classifications will be adjusted on an annualized basis.

July 1, 2005 to June 30, 2006 - 7% over the 2004-2005 salary

July 1, 2006 to June 30, 2007 - 4% over the 2005-2006 salary

July 1, 2007 to June 30, 2008 - 4% over the 2006-2007 salary

July 1, 2008 to June 30, 2009 - 4% over the 2007-2008 salary

II. **Wage progression for employees hired after 10/14/95**

On the anniversary date(s) of their hire, new employees shall be paid as follows:

<u>Employee's Years of Service</u>	<u>Rate of Pay</u>
0	75% of then current rate
1	80% of then current rate
2	85% of then current rate
3	90% of then current rate
4	95% of then current rate
5+	100% of then current rate

Where appropriate, new employees with prior related experience and skills may be hired at, but not higher than, the one (1) year rate of pay.

**PROVISO DISTRICT 209
CUSTODIAN SALARY SCHEDULE FOR 2005 - 2006
7% INCREASE
EFFECTIVE JULY 1, 2005**

CLASSIFICATION		2005-06 SALARY	BI-WEEKLY SALARY	HOURLY RATE	O/T RATE
	NITE	\$ 54,120.73	\$2,081.57	\$26.01	\$39.01
FIREMAN	DAY	\$ 53,675.61	\$2,064.45	\$25.81	\$38.71
LEAD FIREMAN		\$ 58,927.60	\$2,266.45	\$28.33	\$42.50
PARA-FIREMAN-LIC	DAY	\$ 49,046.29	\$1,886.40	\$23.58	\$35.37
PARA-FIREMAN-UNLIC	DAY	\$ 47,223.69	\$1,816.30	\$22.70	\$34.06
	NITE	\$ 54,120.73	\$2,081.57	\$26.01	\$39.01
MAINTENANCE	DAY	\$ 53,675.61	\$2,064.45	\$25.81	\$38.71
PARA-MAINT/PARA-FIREMAN		\$ 52,014.34	\$2,000.55	\$25.01	\$37.51
PARA-MAINTENANCE		\$ 49,046.29	\$1,886.40	\$23.58	\$35.37
GROUNDSMAN		\$ 53,675.61	\$2,064.45	\$25.81	\$38.71
ASST GROUNDSMAN		\$ 49,046.29	\$1,886.40	\$23.58	\$35.37
RECEIVING CLERK		\$ 53,675.61	\$2,064.45	\$25.81	\$38.71
ATHLETIC EQUIP MGR		\$ 53,675.61	\$2,064.45	\$25.81	\$38.71
ATHLETIC EQUIP CUST		\$ 49,046.29	\$1,886.40	\$23.58	\$35.37
LAUNDRY		\$ 49,046.29	\$1,886.40	\$23.58	\$35.37
	NITE	\$ 46,251.25	\$1,778.89	\$22.22	\$33.33
WATCHMAN	DAY	\$ 45,806.13	\$1,761.77	\$22.02	\$33.03
CAFETERIA(ALL YEAR)		\$ 49,046.29	\$1,886.40	\$23.58	\$35.37
CHAUFFEUR		\$ 49,046.29	\$1,886.40	\$23.58	\$35.37
	NITE	\$ 47,668.81	\$1,833.42	\$22.90	\$34.36
WASHROOM ATTENDANT	DAY	\$ 47,223.69	\$1,816.30	\$22.70	\$34.06
	NITE	\$ 46,251.25	\$1,778.89	\$22.22	\$33.33
REGULAR CUSTODIAN	DAY	\$ 45,806.13	\$1,761.77	\$22.02	\$33.03
NIGHT RATE = 20 CENTS MORE(30 CENTS AN HOUR OVERTIME)					
NIGHT CUSTODIANS PAID NIGHT RATE DURING CHRISTMAS & EASTER VACATION					
VACATION CHECKS FIGURED AT 5/6 NIGHT RATE AND 1/6 DAY RATE					

**PROVISO DISTRICT 209
CUSTODIAN SALARY SCHEDULE FOR 2006 - 2007
4% INCREASE
EFFECTIVE JULY 1, 2006**

CLASSIFICATION		2006-07 SALARY	BI-WEEKLY SALARY	HOURLY RATE	O/T RATE
	NITE	\$ 56,285.56	\$2,164.83	\$27.04	\$40.56
FIREMAN	DAY	\$ 55,822.63	\$2,147.02	\$26.84	\$40.26
LEAD FIREMAN		\$ 61,284.70	\$2,357.10	\$29.46	\$44.20
PARA-FIREMAN-LIC	DAY	\$ 51,008.14	\$1,961.85	\$24.52	\$36.78
PARA-FIREMAN-UNLIC	DAY	\$ 49,112.64	\$1,888.95	\$23.61	\$35.42
	NITE	\$ 56,285.56	\$2,164.83	\$27.04	\$40.56
MAINTENANCE	DAY	\$ 55,822.63	\$2,147.02	\$26.84	\$40.26
PARA-MAINT/PARA-FIREMAN		\$ 54,094.91	\$2,080.57	\$26.01	\$39.01
PARA-MAINTENANCE		\$ 51,008.14	\$1,961.85	\$24.52	\$36.78
GROUNDSMAN		\$ 55,822.63	\$2,147.02	\$26.84	\$40.26
ASST GROUNDSMAN		\$ 51,008.14	\$1,961.85	\$24.52	\$36.78
RECEIVING CLERK		\$ 55,822.63	\$2,147.02	\$26.84	\$40.26
ATHLETIC EQUIP MGR		\$ 55,822.63	\$2,147.02	\$26.84	\$40.26
ATHLETIC EQUIP CUST		\$ 51,008.14	\$1,961.85	\$24.52	\$36.78
LAUNDRY		\$ 51,008.14	\$1,961.85	\$24.52	\$36.78
	NITE	\$ 48,101.30	\$1,850.05	\$23.10	\$34.65
WATCHMAN	DAY	\$ 47,638.38	\$1,832.25	\$22.90	\$34.35
CAFETERIA(ALL YEAR)		\$ 51,008.14	\$1,961.85	\$24.52	\$36.78
CHAUFFEUR		\$ 51,008.14	\$1,961.85	\$24.52	\$36.78
	NITE	\$ 49,575.56	\$1,906.75	\$23.83	\$35.72
WASHROOM ATTENDANT	DAY	\$ 49,112.64	\$1,888.95	\$23.61	\$35.42
	NITE	\$ 48,101.30	\$1,850.05	\$23.10	\$34.65
REGULAR CUSTODIAN	DAY	\$ 47,638.38	\$1,832.25	\$22.90	\$34.35
NIGHT RATE = 20 CENTS MORE(30 CENTS AN HOUR OVERTIME)					
NIGHT CUSTODIANS PAID NIGHT RATE DURING CHRISTMAS & EASTER VACATION					
VACATION CHECKS FIGURED AT 5/6 NIGHT RATE AND 1/6 DAY RATE					

**PROVISO DISTRICT 209
CUSTODIAN SALARY SCHEDULE FOR 2007 - 2008
4% INCREASE
EFFECTIVE JULY 1, 2007**

CLASSIFICATION		2007-08 SALARY	BI-WEEKLY SALARY	HOURLY RATE	O/T RATE
	NITE	\$ 58,536.98	\$2,251.42	\$28.11	\$42.17
FIREMAN	DAY	\$ 58,055.54	\$2,232.91	\$27.91	\$41.87
LEAD FIREMAN		\$ 63,736.09	\$2,451.39	\$30.64	\$45.96
PARA-FIREMAN-LIC	DAY	\$ 53,048.47	\$2,040.33	\$25.50	\$38.26
PARA-FIREMAN-UNLIC	DAY	\$ 51,077.15	\$1,964.51	\$24.56	\$36.83
	NITE	\$ 58,536.98	\$2,251.42	\$28.11	\$42.17
MAINTENANCE	DAY	\$ 58,055.54	\$2,232.91	\$27.91	\$41.87
PARA-MAINT/PARA-FIREMAN		\$ 56,258.71	\$2,163.80	\$27.05	\$40.57
PARA-MAINTENANCE		\$ 53,048.47	\$2,040.33	\$25.50	\$38.26
GROUNDSMAN		\$ 58,055.54	\$2,232.91	\$27.91	\$41.87
ASST GROUNDSMAN		\$ 53,048.47	\$2,040.33	\$25.50	\$38.26
RECEIVING CLERK		\$ 58,055.54	\$2,232.91	\$27.91	\$41.87
ATHLETIC EQUIP MGR		\$ 58,055.54	\$2,232.91	\$27.91	\$41.87
ATHLETIC EQUIP CUST		\$ 53,048.47	\$2,040.33	\$25.50	\$38.26
LAUNDRY		\$ 53,048.47	\$2,040.33	\$25.50	\$38.26
	NITE	\$ 50,025.35	\$1,924.05	\$24.02	\$36.03
WATCHMAN	DAY	\$ 49,543.92	\$1,905.54	\$23.82	\$35.73
CAFETERIA(ALL YEAR)		\$ 53,048.47	\$2,040.33	\$25.50	\$38.26
CHAUFFEUR		\$ 53,048.47	\$2,040.33	\$25.50	\$38.26
	NITE	\$ 51,558.58	\$1,983.02	\$24.76	\$35.72
WASHROOM ATTENDANT	DAY	\$ 51,077.15	\$1,964.51	\$24.56	\$36.83
	NITE	\$ 50,025.35	\$1,924.05	\$24.02	\$36.03
REGULAR CUSTODIAN	DAY	\$ 49,543.92	\$1,905.54	\$23.82	\$35.73
NIGHT RATE = 20 CENTS MORE(30 CENTS AN HOUR OVERTIME)					
NIGHT CUSTODIANS PAID NIGHT RATE DURING CHRISTMAS & EASTER VACATION					
VACATION CHECKS FIGURED AT 5/6 NIGHT RATE AND 1/6 DAY RATE					

**PROVISO DISTRICT 209
CUSTODIAN SALARY SCHEDULE FOR 2008 - 2009
4% INCREASE
EFFECTIVE JULY 1, 2008**

CLASSIFICATION		2008-09 SALARY	BI-WEEKLY SALARY	HOURLY RATE	O/T RATE
	NITE	\$ 60,878.46	\$2,341.48	\$29.23	\$43.85
FIREMAN	DAY	\$ 60,377.76	\$2,322.22	\$29.03	\$43.54
LEAD FIREMAN		\$ 66,285.53	\$2,549.44	\$31.87	\$47.80
PARA-FIREMAN-LIC	DAY	\$ 55,170.41	\$2,121.94	\$26.52	\$39.79
PARA-FIREMAN-UNLIC	DAY	\$ 53,120.24	\$2,043.09	\$25.54	\$38.31
	NITE	\$ 60,878.46	\$2,341.48	\$29.23	\$43.85
MAINTENANCE	DAY	\$ 60,377.76	\$2,322.22	\$29.03	\$43.54
PARA-MAINT/PARA-FIREMAN		\$ 58,509.06	\$2,250.35	\$28.13	\$42.19
PARA-MAINTENANCE		\$ 55,170.41	\$2,121.94	\$26.52	\$39.79
GROUNDSMAN		\$ 60,377.76	\$2,322.22	\$29.03	\$43.54
ASST GROUNDSMAN		\$ 55,170.41	\$2,121.94	\$26.52	\$39.79
RECEIVING CLERK		\$ 60,377.76	\$2,322.22	\$29.03	\$43.54
ATHLETIC EQUIP MGR		\$ 60,377.76	\$2,322.22	\$29.03	\$43.54
ATHLETIC EQUIP CUST		\$ 55,170.41	\$2,121.94	\$26.52	\$39.79
LAUNDRY		\$ 55,170.41	\$2,121.94	\$26.52	\$39.79
	NITE	\$ 52,026.36	\$2,001.01	\$24.97	\$37.46
WATCHMAN	DAY	\$ 51,525.68	\$1,981.76	\$24.77	\$37.16
CAFETERIA(ALL YEAR)		\$ 55,170.41	\$2,121.94	\$26.52	\$39.79
CHAUFFEUR		\$ 55,170.41	\$2,121.94	\$26.52	\$39.79
	NITE	\$ 53,620.92	\$2,062.34	\$25.74	\$38.61
WASHROOM ATTENDANT	DAY	\$ 53,120.24	\$2,043.09	\$25.54	\$38.31
	NITE	\$ 52,026.36	\$2,001.01	\$24.97	\$37.46
REGULAR CUSTODIAN	DAY	\$ 51,525.68	\$1,981.76	\$24.77	\$37.16
NIGHT RATE = 20 CENTS MORE(30 CENTS AN HOUR OVERTIME)					
NIGHT CUSTODIANS PAID NIGHT RATE DURING CHRISTMAS & EASTER VACATION					
VACATION CHECKS FIGURED AT 5/6 NIGHT RATE AND 1/6 DAY RATE					