

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 199
CUSTODIANS
2008-2009 to 2010 - 2011**



Agreement Between
The
Clinton Community School District
and
**Service Employees International Union,
Local 199 – Custodians**

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PREAMBLE

- A. The parties to this Agreement recognize and declare their objective is to provide the best public service possible for the youth of this district. The attainment of this objective requires understanding between the Board and the Union.

- B. It is understood and agreed should any discussion among the parties on the intent of this Preamble reach the terminal point of disagreement, the issue or issues responsible shall not be eligible subject matter for referral or processing through the grievance procedure including arbitration established in the collective bargaining agreement between the parties.

AGREEMENT

This Agreement made and entered into this 12th day of **February 2008** by and between the Clinton Community School District Board of Education, Clinton, Iowa, hereinafter called the Employer, and Local 199 (Clinton Community School District Custodians), affiliated with Service Employees International Union (AFL-CIO), hereinafter called the Union, on behalf of the Employees in the bargaining unit, recognized and described in Article I (Recognition) of this Agreement.

Article I: Recognition

SECTION 1

The employer recognizes the Union as the exclusive bargaining representative for all the full-time custodians, ground crew employees and skilled trades under the jurisdiction and/or in the employ of the Clinton Community School District, Board of Education, Clinton, Iowa, as determined by Iowa Public Employment Relations Board in Case No. 4978.

SECTION 2

The Union recognizes the Clinton Community School District Board of Education as the duly elected representative of the people of Clinton Community School District and as such, realize on all statutory matters, the legal responsibility of a final decision is vested in the Board and cannot be delegated.

Article 2: General Provisions

SECTION 1

It is understood and agreed that employees covered by this Agreement have the right to join and/or assist the Union or engage in concerted activities insofar as any such activity is not prohibited by any law of the State or by the terms of this Agreement. Conversely, it is understood and agreed that any employee covered by this Agreement may refuse to join and/or participate in the activities of the Union, including the payment of any dues, fees or assessments or service fees of any type.

SECTION 2

The Union's certified business and/or international representative shall have access at reasonable times to work areas of those employees as described in Article 1, Recognition, regarding matters relative to the administration of this Agreement, provided:

- A. Notification of desired visit has been submitted to the Director of School Plant Services or his designated representative for approval, indicating reason for visitation, and,
- B. Such visit shall not interfere with or interrupt normal operation of the Employer.

SECTION 3

Payday shall be on every other Friday unless prevented from doing so for reason(s) beyond the control of the Employer. Time sheets shall be due on the Thursday prior to the payday. When payday falls on a holiday, custodians will receive their checks on the last previous work day.

SECTION 4

The Director of School Plant Services will provide the President of the Union the name and assignment of new employees upon assignment. The Director of School Plant Services will provide the President of the Union the names and details of any new assignment.

Article 3: Hours of Work and Overtime

SECTION 1

A. Definition of Work Week

The normal workweek will be 40 hours. The pay period will end at the end of the scheduled shift every other Friday. Overtime after the end of the scheduled shift on the last Friday of the pay period will be paid in the following pay period.

B. Definition of Work Day

The regular workday will be eight (8) hours. When school is not in session during the summer months, employees will take one-half (1/2) hour for lunch instead of the normal one (1) hour. Report time and/or quitting time will be adjusted accordingly.

C. Sick Leave, Vacation Pay

Sick leave and vacation will be paid according to the regularly scheduled hours the employee would normally have worked on those days.

SECTION 2: OVERTIME AND PREMIUM PAY COMPOUNDING

Overtime and premium pay shall not in any instance be paid twice for the same day or hours. Employees will be paid overtime at their regular shift rate.

SECTION 3: CALL BACK

- A. A call back occurs when an employee has completed his/her regular assignment and is recalled to perform additional work. (Call back is to be distinguished from regularly assigned work that requires the employee to return to the building after his assignment has been completed.)
- B. The Board or its designee has the right to call back employees in case of emergencies.
- C. An employee who is called back to perform additional work shall be given a minimum of two (2) hours work, which shall be paid for at the established overtime hourly rate.

Employees who are performing building checks shall be reimbursed for their mileage on a portal-to-portal basis at the rate established for all employees of the district. The district and

the union shall develop a mileage and reimbursement system for the keeping of records. Reimbursement shall be quarterly.

- D. To qualify for call back pay, the employee must be called back by the Director of School Plant Services or his designee.

SECTION 4: REPORT-IN-DAY

An employee who has worked on the previous work day, and who reports for work at his regular time on his regular shift where he has not been notified in advance not to report, shall be offered other work on the following basis:

- A. He shall receive not less than two (2) hours work, which shall be paid for at his regular hourly rate.
- B. If the employee's job is not in operation because of an occurrence beyond the Employer's control, such as fire, flood or other weather conditions, explosions or power failures, the above guarantees shall not apply.

SECTION 5: REGULAR SHIFT HOURS - DAY AND NIGHT

- A. Shift to begin between 5:00 a.m. and 11:59 a.m. and include a minimum of a 30 and a maximum of a 60-minute lunch period, on employee's time, during the school year*. The principal or direct supervisor will seek input from each employee regarding the amount of time for this lunch. The principal or direct supervisor has sole discretion to assign the lunch time to the employee. Approved shifts but not limited to:
 - 1. 6:30 a.m. to 3:30 p.m.
 - 2. 7:00 a.m. to 4:00 p.m.
 - 3. 8:00 a.m. to 5:00 p.m.
 - 4. 9:00 a.m. to 6:00 p.m.

*See Article 3, Section 1, Paragraph B. page 3 for an exception.

- B. Shift to begin between 12:00 noon and 4:59 a.m. and include a twenty (20) minute lunch period on employer's time. The employee will not leave the building during this shift except on approved school business. Lunch will be on a "catch as catch can" basis. The employee will be expected to adjust his/her lunch period upon request to take care of school business. Approved shifts, but not limited to:
 - 1. 12:00 noon until 8:00 p.m. (2nd Shift)
 - 2. 3:30 p.m. until 11:30 p.m. (2nd Shift)
 - 3. 11:00 p.m. until 7:00 a.m. (3rd Shift)
- C. Shift days are normally Monday through Friday, but can be assigned in other combinations.

D. Variations in shift hours:

Variations in shift hours and lunch periods may be made as required by the district. A member of the bargaining unit who is assigned to a different shift shall be notified five (5) working days prior to scheduled change in shift assignment. When the change is to substitute for an absent employee no notice will be necessary. The Board will provide a forty-five (45) day notice to the Union prior to a major reorganization in hours of work. Meetings will be scheduled with the Union to receive its input. If accommodation cannot be reached the Board reserves the right to make the proposed changes.

All employees shall be allowed a maximum paid period of ten (10) minutes midway between the first half and the second half of each working shift for a short lunch and rest period.

SECTION 6: OVERTIME

Time and one-half (1-1/2) of the employee's regular hourly rate of pay shall be paid for all work performed under the following conditions:

- A. Hours over eight (8) performed in any one (1) scheduled workday.
- B. All work performed in excess of forty (40) hours in any one (1) scheduled workweek.
- C. All work performed on Sunday.
- D. All overtime work must be authorized by the Director of School Plant Services or authorized designee.
- E. The employee shall not be required to take time off as compensation for working overtime.

SECTION 7: TRAVEL

When a custodian is required by the School District to work in more than one (1) building as a part of his/her regular assignment, a mileage allotment equal to that set for state employees will be paid for necessary travel between buildings after arrival at work and prior to leaving work. Such payments will be determined annually to the nearest \$5 and paid quarterly based upon verified statements as to the amount of approved school business miles driven. The employee will not have this option if transportation is available by school-owned vehicle. This reimbursement will not be paid during the portion of the year when the custodian has a different assignment (example: summer). Eligibility for such reimbursement will be verified by the Director of School Plant Services.

Article 4: Seniority

SECTION 1: PURPOSE AND SCOPE

- A. The purpose of this Article is to provide the maximum employment security to covered employees consistent with the efficient operation of the school district.
- B. The seniority standing of any employee shall apply in layoffs due to lack of work and recalls after such layoffs, except as otherwise specifically provided in this Agreement.
- C. The Employer and the Union recognize that the best interests of the employees and the Employer are assured that continuity of employment will be governed by seniority and ability.

SECTION 2: DEFINITIONS

- A. The term “seniority” wherever used in this Agreement shall mean the relative ranking of employees in the bargaining unit in terms of the employee's continuous employment with the school district.
- B. The classification seniority of present employees for all purposes covered by this Article shall be as already established by the existing records.
- C. The term “ability” wherever used in this Article will mean the factors necessary for the acceptable performance of regularly assigned duties.

SECTION 3: PROBATIONARY PERIOD

- A. The first six (6) months of active employment during the employee's last period of continuous employment, is a probationary period during which there shall be no responsibility on the part of the Employer for the continued employment of the new employee, and discharge of such probationary employee shall not be made subject to the grievance procedure or arbitration. However, a probationary employee will be moved to the first step on the salary schedule for his/her classification after satisfactory completion of two (2) months employment.
- B. When the probationary period is satisfactorily completed, seniority will date back six (6) months from the date of completion of probation.
- C. After a new employee has acquired seniority, the name of the employee and his seniority date shall be placed on the classification seniority list in which he is employed at the time of completion of the six (6) months probationary period.

SECTION 4: LAYOFFS

When it becomes necessary to reduce the number of employees in any classification, the

procedure will be as follows:

A. Order of Layoffs

First probationary employees will be removed from the affected classification, and after that, employees with seniority will be removed from the affected classification(s) in the reverse order of their seniority. However, if comparable positions are available through the regular bidding procedure the rest of this Section will not apply.

B. Displacement Rights – Custodial Employees

Custodial employees whose positions are eliminated or reassigned shall have the right to displace (1) the least senior employee in the same category or if there is not less senior employee in the same category (2) the least senior employee in a lower layoff category (Category I = Highest, Category 5 = Lowest). This section shall apply, but is not limited to, the following situations: The District combines, consolidates, merges or in any way opens or closes buildings with the effect of displacing employees.

Category 1

High School Head Day Custodian
Boilerman I

Category 2

Middle School Head Custodian

Category 3

Elementary Head Custodian (Boilerman II)

Category 4

Delivery

Category 5

Regular Custodian

For purposes of this Section, all Middle School Head Custodians shall be considered to be in the same classification and all Elementary Head Custodians shall be considered to be in the same classification, regardless of their Pay Class. In all cases, the employee exercising displacement rights must have more district seniority than the employee being displaced and must be qualified for the position by previous experience in a similar position or must have the ability to perform the work required.

C. Displacement Rights – Non-Custodial Employees

If non-custodial employees are reduced, employees may bump the least senior position in a previously held classification if they have more seniority in that classification, or, if no other job classification was previously held, they may bump the least senior Category 5 employee provided

they have more district seniority and provided they have the ability to perform the work required.

D. Displacement Rights - General

An employee displaced pursuant to this Section shall have the same displacement rights as an employee whose position is eliminated. Any employee exercising displacement rights under this Article must have more district seniority than the employee being displaced. An employee whose position is eliminated may accept layoff and is not required to exercise his/her right to displace any other employee.

SECTION 5: RECALLS

In the case of recalls, employees will be recalled on the basis of their accumulated seniority provided they have the ability to perform the work required. Employees shall be returned to their classifications, from which they were laid off, when a vacancy occurs within that classification.

SECTION 6: POSTING OF LAYOFFS AND RECALLS

A list of employees who have been laid off or who have been recalled will be made available in the office of the Director of School Plant Services. If any deviation is made from seniority, an explanation shall be made to the employee(s) affected. There shall be redress to the Grievance Procedure by any employee(s) in connection with layoff or recall when a grievance is presented at level two (2) within five (5) working days from actual date of layoff or recall.

SECTION 7: TRANSFER FROM SENIORITY UNIT

Any employee who transfers to a position with the Clinton Community School District not included in Local 199 (Custodian) bargaining unit, and who later returns to the bargaining unit covered by this agreement shall be placed in the proper job classification at the step he/she would have been entitled to when the original transfer was made except that an employee who returns later than thirty (30) days will be placed on the initial step of his/her proper job classification. Seniority in the unit at the time of the original transfer will be restored. Any employee who makes such a transfer and fails to perform the duties in the new position satisfactorily within thirty (30) days from the date of transfer shall be restored to his/her former position. A bargaining unit member who leaves employment with the school district will lose seniority and salary schedule status.

SECTION 8: BREAKS IN SENIORITY

Any employee who has acquired seniority shall lose his/her seniority and employment will be broken for the following reasons only:

- A. If he/she quits, either by (1) notifying the Director of School Plant Services or his/her designated representative; or (2) remaining away from work three (3) consecutive working days or more without a reason satisfactory to the Employer.

- B. If he is discharged for proper cause.
- C. If, after a layoff, he/she fails to report for work within five (5) working days after being notified in writing at his/her last known address to do so, unless prevented by illness or other reason(s) satisfactory to the Director of School Plant Services, or his/her designated representative. Employees laid off and desiring to retain their seniority rights must keep their address known to the Employer.
- D. If he/she is laid off by the Employer for a period of time equal to his/her length of service prior to layoff or a period of one (1) year, whichever is the lesser.

SECTION 9: VACANCIES

When a vacancy in the work force occurs, the school district will decide whether or not the position will be filled and inform the Union.

If the district intends to fill the position, it will be posted (including job title, building, and shift) for six (6) working days. All bargaining unit members who apply for the vacancy within the six (6) day posting shall be granted an interview. The person hired will be placed at the appropriate step on the salary schedule upon filling of the vacancy.

A current employee who applies for and is selected to fill a vacancy, may return to his/her previous position within twenty (20) working days from the date, or in the case of a building custodian, twenty (20) working days after students are regularly in the building.

A current employee who applies for and is selected to fill a vacancy, and who fails to perform the duties satisfactorily within twenty (20) working days from the date, or in the case of a building custodian, twenty (20) working days after students are regularly in the building, shall be returned to his/her former assignment.

Article 5: Payroll Deduction

SECTION 1

Any employee(s) in the bargaining unit who is a member of the Union on the effective date of this Agreement, or who may be accepted as a member subsequent to the effective date of this Agreement, may authorize deduction of Union dues from their earnings by signing the form "Authorization for Check-off of Dues" which is attached hereto and made a part of this Agreement and is identified as Appendix "A-1".

Any employee who is a member of the union may make voluntary payroll deductions to the Committee On Political Education (COPE). The amount of the deduction will be determined by the employee. Authorization for COPE deductions shall be on the form attached hereto as Appendix "A-2". Contributions to COPE shall be submitted to the union along with the union dues.

SECTION 2

Deduction shall be made only in accordance with the provisions of the Payroll Authorization Form together with the provisions of this Article.

SECTION 3

Check-off deductions under all properly executed "Authorization for "Check-off of Dues" or "COPE" forms which have been delivered to the business office subsequent to the signing of this Agreement, shall begin within (30) calendar days from notification.

SECTION 4

Thereafter, the Union shall deliver to the business office, any properly executed "Authorization for Check-Off of Dues" or "COPE" forms under which Union membership dues are to be deducted, beginning with the following month.

SECTION 5

The Union will notify the business office, in writing, when it makes delivery of "Authorization for Check-off of Dues" or "COPE" forms, the amount of dues or "COPE" deductions owed by employees who executed these forms.

SECTION 6

In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, or in accordance with signed authorization, refunds to the employee will be made by the Union.

SECTION 7

Dues deductions shall be remitted to the designated Finance Officer of the Local Union once each month within fifteen (15) days subsequent to actual deduction. Any deductions made from subsequent payrolls shall be included with the remittance for the following month.

SECTION 8

The Clinton Board of Education shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from employees' wages earned.

SECTION 9

The Union shall indemnify and hold harmless the Clinton Board of Education against any and all liability and expenses, including reasonable attorney's fees that may arise by reason of the

compliance with the terms of this Article.

SECTION 10

The employer also agrees to make deductions from wages earned for full-time employees for the following items when properly authorized by the employees:

1. District-related and Board-approved group insurance premiums
2. Credit Union
3. United Way
4. United States Savings Bonds
5. Tax-sheltered annuity.

Article 6: Grievance Procedure

SECTION 1: DEFINITIONS

A. Grievance

A grievance is a claim by an employee or the Union that there has been a violation, misapplication, or misinterpretation of any provision of this agreement.

B. Aggrieved Person

An "aggrieved person" is the person who has suffered the alleged violation.

C. Level

Grievances involving a single employee, or two (2) or more employees of the bargaining unit working in the same building shall start at level one. Grievances involving two (2) or more members of the bargaining unit from at least two (2) different buildings shall start at level two (2).

SECTION 2: PURPOSE

The purpose of this procedure is an attempt to secure equitable solutions to problems relating to the application of this agreement.

SECTION 3: PROCEDURE

A. Time Limits

The number of days indicated at each level should be considered as a maximum and reasonable effort should be made to expedite the process.

B. Principal or Immediate Supervisor (Informal)

An employee with an alleged grievance shall first discuss it with his/her principal or immediate supervisor, whichever is appropriate, with the objective of resolving the matter informally. To be considered, the grievance must be discussed within 20 workdays after the alleged violation, or within 20 workdays from the time that the employee could have reasonably been expected to be aware of the violation.

C. Level One - Principal-Immediate Supervisor (Formal)

If, as a result of their informal discussion with the principal or immediate supervisor, a grievance still exists, the aggrieved person may, within six (6) days after the informal discussion, invoke the formal grievance procedure by submitting the form set forth in Appendix "B". Said form, when completed and submitted, shall be signed by the grievant. A completed copy of the grievance shall include the specific section(s) and/or article(s) of the agreement allegedly violated, shall state the specific relief sought, and be delivered in person to the appropriate principal or immediate supervisor. If a grievance is not filed within six (6) working days after the informal discussion with the principal or immediate supervisor, the grievance shall be deemed settled at the informal level. The principal, or immediate supervisor, shall indicate his/her disposition of the grievance in writing within six (6) working days of the presentation of the formal grievance and shall return the written disposition to the aggrieved in person. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within six (6) working days, the grievance shall be transmitted to level two (2). This may be done by forwarding a copy of the original grievance form to the Director of School Plant Services or his/her designated representative, within ten (10) working days after receipt of the disposition of the grievance from the principal or immediate supervisor. Reasons for the dissatisfaction with the proposed settlement must be given in writing. Any grievance which is not carried to level two within ten (10) working days will be deemed settled on the basis of said answer at level one (1).

D. Level Two - Director of Plant Services or Designee

The Director of School Plant Services, or his/her designee shall meet with the aggrieved person and the person named in the grievance within ten (10) working days of receipt of the grievance. This meeting shall be private. Within ten (10) working days of the meeting the Director of School Plant Services or his/her designee, shall indicate disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person. Any grievance which is not carried to level three within ten (10) days shall be deemed settled on

the basis of said answer.

E. Level Three - Superintendent or Designee

The Superintendent, or his/her designee, shall meet with the aggrieved person and the person named in the grievance within ten (10) working days of receipt of the grievance. This meeting shall be private. Within ten (10) working days of the meeting the Superintendent, or his/her designee, shall indicate disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person. Any grievance which is not carried to level four within ten (10) days shall be deemed settled on the basis of said answer.

F. Level Four - Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, or his/her designee, or if no disposition has been made within ten (10) school days of the meeting, the Union, on behalf of the employee, may submit the grievance to arbitration. The request for arbitration must be submitted within ten (10) working days of the receipt of the answer filed by the Superintendent, or his/her designee, or from the last day that the answer was due. The Union may move the grievance to arbitration by sending written notification on the approved form to the Superintendent, or his/her designated representative, stating that the decision of the Superintendent, or his/her designated representative, was unsatisfactory and the reasons for the dissatisfaction. The Union shall also notify the PERB that arbitration is being sought.

Within ten (10) school days after written notice to the PERB of submission to arbitration, the Board and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall attempt to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the PERB by either party. The list shall consist of three (3) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) working days and the other party shall have one (1) additional working day to remove one of the two remaining names. The person whose name remains, shall be the arbitrator. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have the power only to apply and interpret the provisions of this agreement to the settlement arising hereunder.

The decision of the arbitrator shall be final and binding, shall be reduced to writing, and each party shall be furnished a signed copy thereof.

The costs for the services of the arbitrator and arbitrator-related expenses shall be borne equally by the Board and the Union. Any other expenses incurred shall be paid by the party incurring same.

G. Miscellaneous

1. Schedule for Grievance

All formal grievance hearings will take place outside school hours unless otherwise mutually agreed.

2. The presence of the aggrieved employee shall be required at all levels of the grievance procedure unless grievant is physically unable to be present.

3. Upon request of the aggrieved, the Union may provide up to two (2) representatives at any formal level. If two (2) or more employees are involved in submitting a grievance, one (1) additional Union representative (a total of three (3) Union people) may attend the meeting.

Article 7: Holidays

The employer will recognize the following holidays, subject to the provisions of this section:

| | |
|----------------------|--------------------------|
| New Years Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas |
| Labor Day | Day before Christmas |
| July 4 th | Day before New Years Day |

A. Employees will receive eight (8) hours pay at their regular rate of pay.

B. Employees scheduled to work any of the above named holidays shall receive holiday pay in addition to time and one-half for hours worked.

C. If school is in session on one of the above listed holidays, custodians will be expected to work at their regular daily pay rate but will be provided an alternate day off to be designated by the Superintendent in consultation with the union president.

D. Employees will not receive pay for the holidays enumerated above under the following conditions:

1. If they are part-time or temporary employees.

2. Employees who are absent on the workday preceding the holiday or are absent the workday following, unless they have a reason satisfactory to the Director of School Plant Services.

3. Employees laid off for lack of work or suspended or discharged for proper cause.

4. Employees who, upon request of the Director of School Plant Services or his designated representative, refuse or fail to report for work

on such holidays.

5. Holidays occurring during an employee's leave of absence.
- E. Employees who are absent on either the work day preceding the holiday or the work day following the holiday for reasons set out below, will not be disqualified for holiday pay for reason of such absence.
1. Confining illness of the employee. (School district may request a physician's statement.)
 2. Death in the immediate family.
- F. One day per year will be allowed for a custodian's picnic. This date will be set in consultation with the Director of School Plant Services to assure that the day selected does not disrupt the school district work schedule. This date will not be considered a holiday so custodians may choose to attend the picnic with pay or, work at their regular assignment at the regular daily pay rate.
- G. Vacation pay, sick pay and holiday hours shall be counted as days worked to compute overtime pay, but may not be used for pyramiding overtime.

Article 8: Vacation Plan

SECTION 1: ONE (1) WEEK

Minimum of six months but less than one year by June 30 of the contract year, one week vacation with pay.

SECTION 2: TWO (2) WEEKS

One year or more of continuous employment by June 30 of the contract year, but less than seven years, two weeks vacation with pay.

SECTION 3: THREE (3) WEEKS

Seven years or more of continuous employment by June 30 of the contract year, but less than thirteen years, three weeks vacation with pay.

SECTION 4: FOUR (4) WEEKS

Thirteen years or more of continuous employment by June 30 of the contract year, but less than twenty-two years, four weeks vacation with pay.

SECTION 5: FIVE (5) WEEKS

Twenty-two or more years of continuous employment by June 30 of the contract year, five weeks vacation with pay.

SECTION 6

All vacation time shall be available as of July 1 of the contract year. The Director of School Plant Services or designee shall assign vacations according to the following schedule on the basis of seniority:

Vacation

An employee cannot take more than two (2) consecutive weeks of vacation at any one time during the school year. A week consists of Monday thru Friday.

An employee who has two (2) weeks or more of vacation may split the vacation into two (2) parts; an employee who has three (3) weeks or more of vacation may split the vacation into three (3) parts.

Vacation (Monday thru Friday) may not be scheduled ten (10) working days prior to the beginning of classes, the day classes begin, four (4) working days after classes begin, the week in which school ends and the second half of December and the first half of January.

Individual Vacation Days

Up to three (3) weeks of vacation may be taken as individual days. Requests for these days must be received at least five (5) working days prior to the commencement of the vacation. Untimely requests may be granted or denied at the discretion of the Employer. Requests for these days may be submitted beginning June 15 for the following year.

Days may be scheduled at any time except:

- Five (5) working days prior to the beginning of classes
- The day classes begin
- Four (4) working days after classes begin
- The last day of classes prior to Winter Break
- The workday prior to students returning from Winter Break

Requests for days shall be honored on a first request received, first request scheduled. If two (2) or more requests are received on the same day, the requests shall be processed based upon seniority.

Limits on Number of Employees on Vacation

A total of three (3) custodians, one (1) person from grounds and one (1) from trades/general maintenance may be on vacation (Monday thru Friday) at any given time during:

| | | |
|-----------|-----------------------|-------|
| September | December (first half) | March |
| October | January (second half) | April |
| November | February | May |

One (1) additional custodian may be on an individual day of vacation as well as the three custodians above. In any given week an employee may not take more than two (2) consecutive days of individual vacation during the above months, if there are already three (3) custodians on Monday thru Friday vacation.

A total of three (3) custodians, one person from grounds and one from trades/general maintenance may be on individual vacation at any given time during:

- December (second half)
- January (first half)
- The week in which school ends
- The period five days before school starts

Vacation is unlimited in:

- June (except the week in which school ends)
- July
- August (until ten working days prior to the beginning of classes)

SECTION 7

An employee shall not be entitled to vacation pay in lieu of vacation.

An employee who leaves employment during the contract year, shall be eligible for vacation on a pro-rated basis based upon the percent of the year he/she has worked. If the employee has taken more vacation than he/she is entitled to, a financial adjustment will be made on the final paycheck.

SECTION 8

When one of the holidays set out in Article 7 (Holidays) falls during the employee's vacation, then the employee's vacation shall be extended by allowing one (1) additional day of vacation. This extra day of vacation shall be the prior scheduled working day before the beginning of the employee's vacation or shall be the next scheduled working day following the end of the employee's vacation.

SECTION 9: COMPUTATION

Vacation pay is computed on regular hourly base rate at the time the vacation is scheduled.

SECTION 10

An employee whose employment is terminated before the vacation qualifying date shall not be

eligible for vacation or vacation pay.

Any employee who has at least a full year of continuous employment with the Clinton Community School District and has worked a portion of a year into a new contract period may receive pay for unused vacation time provided he/she is terminated honorably by the district or has given two (2) weeks notice prior to quitting. The payment will be pro-rated upon the employee's vacation schedule and the portion of the year that the custodian has worked.

Article 9: Leaves

A. Funeral Leave

1. Up to (5) days emergency leave at full pay will be allowed in case of death in the immediate family. Immediate family shall include the employee's spouse, child (employee's natural, adoptive, step, and foster children, or any other child whom is a member of the immediate household), parent (including foster & step), son-in-law, daughter-in, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild and any other member of the immediate household. This leave will not be charged to sick leave.
2. One (1) day's leave will be granted in the event of the death of a friend or relative outside the employee's immediate family as defined above. Up to one (1) additional day will be allowed if the funeral is held more than one hundred eighty (180) miles from Clinton and travel necessitates an additional day. Such allowance for funerals shall not exceed three (3) days in any one year. This leave shall be charged to sick leave.
3. In the event of the death of an employee or student in the Clinton Community School District, the principal or immediate supervisor, with the approval of the Superintendent, may grant the appropriate number of employees up to one-half day off to attend the funeral with pay.

B. Jury/Legal Duty

1. Any employee called for jury duty during the workday or who is required by subpoena to appear in any judicial proceeding shall be provided the necessary time at district expense. Any fees or remuneration, excluding reimbursed travel expense, the employee receives during such leave shall be transmitted to the Clinton Community School District.
2. Should the employee be released from duty for any period of one half day or more, he/she shall be expected to return to work.

C. Union

A leave of absence without pay for up to one year may be granted to any employee for the purpose of serving as an elected officer of the Union or its affiliates. Upon return from such leave the employee will be entitled to retain such rights as have accrued under this

agreement prior to such leave to serve as an officer of the union. In order to receive the above benefits, it will be necessary for the employee to return to duty in the Clinton Community School District within 30 days of the expiration of his/her term of office.

The Union shall be allocated a total of five (5) days per year to allow representatives of their organization to attend meeting, conferences or seminars sponsored by the Local or International Union or Public Employee Relations Board. The Board of Education will pay the cost of the substitute for the first three (3) days. The Union will pay the cost for days four (4) through five (5). A ten (10) day notice should, when possible, be given containing evidence of Union approval. This notice shall be submitted through the office of the Director of Plant Services prior to use of this leave. The administration reserves the right to deny the request(s) for Union Leave if such absence would cause substantial disruption to the educational program.

D. Public Office

A leave of absence without pay shall be granted to any employee, upon application, for the purpose of serving in a public office. Upon returning from such leave, benefits accrued prior to the leave will be reinstated. Accumulated sick leave will be restored.

E. Long Term Illness

Any employee who is unable to work because of illness shall continue to accumulate seniority for a period of one (1) year or time equal to his length of employment with the district should this be less than one year.

F. Sick Leave

Employees who are employed on an annual basis will be allowed to accumulate seventeen (17) days sick leave per year. Eligibility for sick leave for the school year will begin July 1. An employee must report for work in the new work year (July 1 or after) to be eligible to receive sick leave for that year. Unused sick leave shall accumulate from year to year with the maximum allowable accumulation being 180 days, including time for the current year. Sick leave will not be granted in units of less than one-half day. The Board may require reasonable evidence concerning the need for sick leave.

An employee returning from sick leave must notify the Director of Plant Services or his/her designee of his/her intent to return to work at least four (4) hours prior to the start of the shift. Employees not providing the required notification may be permitted to return to work for that shift at the sole discretion of the Director of Plant Services or his/her designee.

G. Serious Illness, Immediate Family

Time not to exceed five (5) days in any one year, may be used in case of serious illness in the immediate family of the employee. An employee will be eligible for an additional three

(3) days of such leave upon application to and approval by the Superintendent of Schools if one (1) of the following conditions is met:

1. The employee has worked for the school district for more than ten (10) years.
2. The employee has not used twelve (12) such days in the past three (3) years.

Time off shall be charged to the employee's sick leave.

H. Special Leave

Leave, not to exceed one (1) day in one school year may be provided members of the bargaining unit upon approval of the Superintendent under conditions outlined in this paragraph. Such requests for leave with accompanying pertinent data shall be submitted to the immediate supervisor for acknowledgment and forwarded to the Superintendent or his/her designee for decision. Requests for such leave shall be submitted on the proper form five (5) days in advance when possible. Conditions for approved special leave include:

- (1) personal emergencies including:
 - (a) calamities (fire, flood, explosion, etc.) to One's residence or to the residence of a member of the immediate family,
 - (b) auto accidents requiring immediate attention,
 - (c) weather or travel conditions that prevent employees from returning to their local residence after weekends or vacation.
 - (d) Sudden unexpected events which arise in the immediate household demanding immediate attention that are not subject to other provisions of this contract.
- (2) personal privilege including attending:
 - (a) graduation from a recognized community college, college, trade school, or university where a degree is awarded to the employee, employee's spouse, child, grandchild, parent, brother or sister,
 - (b) a ceremony where a unique award is presented to the employee, employee's spouse, child or parent,
 - (c) a high school state tournament where the employee's child is a participant and attendance at the event requires that the employee be absent from work,
 - (d) the employee's own wedding or the wedding of a member of the

employee's immediate family (If the wedding falls on a weekend day, the employee may take the work day before or the work day after the wedding).

- (e) moving household goods other than when leaving the employ of the Clinton schools,
 - (f) and one-half (1/2) day to attend the kindergarten round-up of the employee's child;
 - (g) military deployment of a spouse, child, step or foster child, grandchild, parent, step-parent, brother, sister, or a member of the immediate household to a military conflict or upon return from a military conflict.
- (3) legal and professional transactions that cannot be scheduled during off-work hours including:
- (a) court appearances scheduled by civil authorities,
 - (b) conferences with attorneys which cannot be scheduled for other times,
 - (c) child's initial college orientation session,
 - (d) appointments with university officials for the purpose of attending to the details of an approved graduate school program,
- (4) The Superintendent or his/her designee may grant special leave for reasons other than those in this paragraph provided they are, in the judgment of the Superintendent or his/her designee, within the spirit of the policy.
- (5) Special leave shall not be available for recreation, travel, weddings (except as indicated above), shopping, job interviews (except for employees terminated due to staff reduction), or activities which result in taxable income for the employee.

I. Unpaid Leave

A temporary leave may be granted without pay upon approval of the Superintendent his/her designee. Requests for such leave, including the reason, shall be submitted on the proper form at least six (6) days in advance. Such leave will not be granted in units of less than one-half (1/2) day.

J. Family

Bargaining unit employees are entitled to Family Medical Leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993.

K. Return to Duty

Any employee who fails to report to active employment at the expiration of a leave of absence shall be considered as having voluntarily quit unless he/she offers a reason for the absence that is satisfactory to the Director of School Plant Services.

Article 10: Bulletin Board

SECTION I

The employer will assign bulletin boards at a convenient location for use of the Union.

SECTION 2

The Union agrees that it will limit the use of assigned bulletin boards to the following Union notices and will supply the Director of School Plant Services copies of such notices for approval prior to posting.

- A. Recreational and social affairs of the Union
- B. Union regular meetings
- C. Union appointments
- D. Scheduled Union elections and results of such elections

No provisions of this Article shall be construed to permit the posting of any political or advertising matter on assigned bulletin board or elsewhere on school property at any time.

Article 11: Salary Schedule

The Union salary schedule which will be in effect during the life of this Agreement shall be attached as Appendix "C".

An employee who is assigned to substitute for another bargaining unit employee, other than the skilled trades/general maintenance, whose pay classification is at a higher rate will be paid at the higher classification. The employee doing the substituting will remain at his/her step level in the new classification.

Article 12: Insurance

A. Types

The Board agrees to provide all full-time employees fully paid life, single dental and disability insurance. The Board also agrees to pay the cost of a single health insurance plan or \$1,114 per month towards the family insurance plan for the duration of this agreement. (Note: Family dental may be purchased by paying the difference.) The employee will pay \$30.00 per month toward family health insurance coverage. An exception in which the district will provide \$1,114 per month for a family health plan is when the spouse has mandatory family health coverage as a

condition of employment. The employee must request family health coverage and shall be responsible for providing the district with written verification of the spouse's mandatory family health insurance coverage.

The Board will provide said employee single or \$1,114 per month towards family coverage subject to the eligibility requirements established by the insurance carrier in their contract with the Board.

If a spouse, who is employed elsewhere, is offered a family plan by his/her employer as a part of his/her employment that cannot be refused, the school district employee will not lose eligibility to receive a family plan.

Part-time employees who work thirty (30) hours per week or more but less than full time, shall have the opportunity to participate in the district health insurance program. The Board will pay one-half (1/2) the single premium each month.

1. Health and Major Medical

The coverage is listed in the Clinton Community School District's Group Medical Plan Document. The insurance plan has \$250/\$500 for deductibles and \$1,600/\$3000 for out of pocket expense. The coverage may be modified upon mutual agreement between the District and the bargaining unit.

2. Life

Each eligible employee shall be covered by a term life insurance program paid for by a minimum death benefit of \$20,000 double for accidental death.

Dismemberment:

\$10,000 for loss of one hand, foot or sight in one eye; \$20,000 for loss of more than one of the above.

3. Disability Income Benefits

- 66.667% of monthly earnings to a maximum benefit of \$2,000 per month; or
- 75% of monthly earnings less any deductible sources of income.

Elimination period: 90 calendar days or employee has used sick leave whichever is greater.

Coverage for Employees

The maximum period of payment is based on your age at disability as follows:

| <u>Age at Disability</u> | <u>Maximum Period of Payment</u> |
|--------------------------|--------------------------------------|
| Less than age 60 | To age 65, but not less than 5 years |
| Age 60 | 60 months |
| Age 61 | 48 months |
| Age 62 | 42 months |
| Age 63 | 36 months |
| Age 64 | 30 months |
| Age 65 | 24 months |
| Age 66 | 21 months |
| Age 67 | 18 months |
| Age 68 | 15 months |
| Age 69 and over | 12 months |

B. Coverage

The Board provided insurance programs shall be for twelve (12) consecutive months (beginning July 1 and ending June 30 of each year). Employees new to the district shall be covered by Board-provided insurance the first day of the month following the first day of work.

Article 13: Physical Examination

All new employees will be required to have a physical examination, by a physician of his/her choice, including items on the form for physical examinations provided by the Board of Education. The completed form shall be filed in the Superintendent's Office within thirty (30) days of initial employment. The first physical examination will be at the expense of the employee.

If a member of the bargaining unit is required to take a physical examination after the initial physical examination, the Board will pay fifty dollars (\$50) toward the cost of the physical.

Article 14: Effect of Agreement

- A. The employer and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties.
- B. If any article, section, paragraph, clause, or sentence of this Agreement should be declared invalid or unconstitutional, such decision(s) shall not void the remaining articles, sections, paragraphs, clauses, or sentences, and they shall remain in full force and effect for the

duration of this Agreement.

Article 15: Performance Evaluations

- A. Evaluations. Each Employee shall receive a written evaluation at the end of the probationary period and thereafter every three years. The evaluation shall be completed by a person designated by the Superintendent or by his/her designee.

An employee's evaluation shall be discussed with the employee and the employee shall have the right to make written comments thereon.

- B. Personnel File. An employee shall be entitled to review his/her personnel file, upon request. The employee may have copies of all materials in her/her personnel file at a reasonable cost to the employee.

Article 16: Identification Cards

All employees shall receive identification cards. The Employer will replace, at no cost, all identification cards that wear out and will charge employees \$1.00 to replace cards that are lost.

Article 17: Term of Agreement

This Agreement, which supersedes and takes the place of the current Agreement, shall become effective on the first day of **July 2008**, and thereafter remain in full force and effect until the last day of **June 2011**.

FOR THE UNION
SEIU NO. 199

FOR THE
CLINTON COMMUNITY SCHOOL
DISTRICT BOARD OF EDUCATION

President SEIU Local 199

Chapter President

Chief Negotiator

Date

Date

APPENDIX "A-1"

SERVICE EMPLOYEES INTERNATIONAL UNION
Local 199
APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in SEIU Local 199, AFL-CIO, and authorize said union to represent me and, in my behalf, to negotiate and conclude any and all agreements as to wages, hours and other conditions of employment. This full power and authority to act for the undersigned supersedes and cancels any power and authority heretofore given to any person or organization to represent me. I agree to be bound by the Constitution and Bylaws, and the rules and regulations of the International and the Local, and by any contracts that may be in existence at the time of this application or that may be negotiated by the Union.

Check-Off Authorization and Assignment

I, the undersigned, hereby authorize my employer to deduct from my wages each and every month and pay to Service Employees International Union Local 199 an amount equal to the monthly dues of Local 199, as those amounts may be established from time to time by the Local Union.

I authorize these deductions for and in consideration of the Union's activities in representing me with respect to collective bargaining and without regard to my present or future membership in Local 199.

Last Name _____ First Name _____ Middle Initial _____

Address _____ City _____

State: _____ Zip Code: _____ Home Phone: (____) _____

Birth Date: ___/___/___ Age: _____ Social Security Number: _____

Employer: _____ Shift: _____

Hire Date: ___/___/___ Job Title: _____ Work Site: _____

Work Phone: (____) _____ Member Signature _____

Date: ___/___/___ Witness: _____

Employee E-Mail Address: _____

APPENDIX "A-2"

Help Working Families Gain a Stronger Voice
Contribute to SEIU's Committee on Political Education (COPE)

I am volunteering to contribute to the SEIU Committee on Political Education (COPE) to help make elected officials stand up for working people.

I authorize my local union to file this payroll deduction with my employer and for my the amount specified to SEIU COPE.

I understand that: 1) I am not required to sign this form or make COPE contributions as a condition of my employment by my employer or membership in the union; 2) I may refuse to contribute without any reprisal; 3) Only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; 4) The amounts on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the union or my employer; 5) SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state and local elections.

Contributions to SEIU COPE are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

Please sign the reverse side of this card to indicate that you have read and agree with these terms.

Yes! I will do my part to make elected officials listen to working people. Sign me up to contribute to SEIU's Committee on Political Education (COPE).

Name _____

Home Address _____

Home Phone _____ Home E-Mail _____

Employer _____ Occupation _____

Registered to Vote? _____ S.S. Number _____ Birth Date _____
(for internal use only)

I authorize my employer to deduct _____ \$2.50 _____ \$5.00 _____ \$7.50 \$ _____ other, every pay Period and transfer the funds to SEIU COPE.

My signature shows that I have reviewed and agree with the terms on the reverse side of this card.

Signature

Date

APPENDIX "B"

Custodian

CLINTON COMMUNITY SCHOOL DISTRICT
GRIEVANCE FORM – LEVEL I

Grievance No. _____
To be filled in by Central Office

1. Date Violation Occurred _____

2. Paragraph(s), Section(s) and/or article of contract
violated _____

3. Statement of grievance

4. Relief sought

Signature of Aggrieved Person

Building _____
Date _____

5. Disposition by Principal or Immediate Supervisor: _____

Signature of Principal or
Immediate Supervisor

Date

If additional space is needed attach additional sheets. (This form must be submitted in five (5) copies. After the Principal or immediate supervisor makes his/her disposition, he/she will keep one (1) copy, return one (1) copy to the employee making the complaint, send one (1) copy to the Director of School Plant Services, one (1) copy to the Superintendent, one (1) copy to the president of the Union or his/her designee.)

APPENDIX "B"

Custodian

CLINTON COMMUNITY SCHOOL DISTRICT
GRIEVANCE FORM – LEVEL II

Grievance No. _____
To be filled in by Central Office

1. _____
Date Submitted to Director of Plant School Services or Designee
_____ Date Received by Director of School Plant Services or Designee

2. Summary of complaint _____

3. Reason for dissatisfaction with proposed settlement recommended by principal or immediate supervisor _____

Signature of Aggrieved Person

4. Disposition by Director of School Plant Services or designee _____

Signature of Director of School Plant Services or designee

Date

If additional space is needed attach additional sheets. (This form must be submitted in five (5) copies. After the Director of School Plant Services or his/her designee makes his/her disposition, he/she will keep one (1) copy, return one (1) copy to the employee making the complaint, send one (1) copy to the person named in the complaint, one (1) copy to the Superintendent, and one (1) copy to the president of the Union or his/her designee.)

APPENDIX "B"

Custodian

CLINTON COMMUNITY SCHOOL DISTRICT
GRIEVANCE FORM – LEVEL IV

Grievance No. _____
To be filled in by Central Office

1. _____
Date submitted to Arbitration _____ Date Received by Arbitrator _____

2. Summary of Complaint _____

3. Reason for dissatisfaction with proposed settlement recommended
by Superintendent or designee _____

Signature of Union President _____ Signature of Aggrieved Person _____

4. Disposition by Arbitrator _____

Signature of Arbitrator _____ Date _____

If additional space is needed attach additional sheets. (This form must be submitted in six (6) copies. After the arbitrator or his designee makes his/her disposition, he/she will keep one (1) copy, return one (1) copy to the employee making the complaint, send one (1) copy to the person named in the complaint, one (1) copy to the Director of School Plant Services, one (1) copy to the Superintendent and one (1) copy to the President of the Union or his/her designee.)

**APPENDIX "C" – SALARY SCHEDULE
CUSTODIANS, 2008-2009**

| | STEPS | | | | | | |
|--|--------------|----------|----------|----------|----------|----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 14 |
| PAY CLASS I Regular Custodians Boilerman II Groundskeepers | \$12.11 | \$12.31 | \$12.57 | \$12.77 | \$12.97 | \$13.17 | \$13.77 |
| PAY CLASS II Delivery Head Custodian LMS Head Custodian Whittier Head Custodian Lincoln | \$12.40 | \$12.60 | \$12.86 | \$13.06 | \$13.26 | \$13.46 | \$14.06 |
| PAY CLASS III Head Custodian WMS Head Custodian Jeff Head Custodian Bluff Head Custodian EH | \$12.48 | \$12.68 | \$12.94 | \$13.14 | \$13.34 | \$13.54 | \$14.14 |
| PAY CLASS IV Head Custodian CHS Boilerman I | \$12.75 | \$12.95 | \$13.21 | \$13.41 | \$13.61 | \$13.81 | \$14.41 |
| PAY CLASS V Head Groundskeeper Trades | \$15.13 | \$15.23 | \$15.39 | \$15.49 | \$15.59 | \$15.69 | \$16.29 |

Shift Differentials: 2nd Shift - \$.20 per hour; 3rd Shift - \$.30 per hour

Probation – 90% of Step 1 Rate

Longevity Pay: \$.10 per hour at beginning of 26th year (after 25 years of employment).

The District will pay the cost of any certification required by the District.

2009/2010- Agreement of 3.25% Total Package (Salary, insurance, FICA, IPERS)

2010/2011- Agreement of 3.25% Total Package (Salary, insurance, FIDA, IPERS)

If health insurance increases by 1% or more in year 2 or year 3 of the agreement, the contract will be re-opened, for benefits and salary only, at the discretion of the Union.