

**AGREEMENT
BETWEEN**

**LOCAL 822
AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**

&

**BOARD OF EDUCATION
DISTRICT NO. 41
ROCK ISLAND, ILLINOIS**

July 1, 2008 – June 30, 2012

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A.F.S.C.M.E. AGREEMENT

PREAMBLE

This Agreement entered into by the Rock Island Board of Education District #41, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, on behalf of Local 822, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

Recognition

The Rock Island Board of Education of District No. 41, Rock Island County, Rock Island, Illinois, hereby recognizes the American Federation of State, County and Municipal Employees AFL-CIO, on behalf of Local 822, as the sole and exclusive bargaining agent for all full-time and part-time (four hours or more per day) employees covered by this Agreement for the purpose of establishing salaries, hours, and other conditions of employment. The parties recognize that there are three (3) bargaining units contained herein, each separately certified.

ARTICLE II

General

Section 1. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

Section 2. If any section, paragraph, sentence, or clause of this agreement is held invalid or unconstitutional, such decision shall not void the remaining portion of this agreement of any section or part thereof.

Section 3. The Employer shall provide payroll deductions of union dues for those who affiliate with Local 822 AFSCME.

Section 4. There shall be labor management meetings as needed, but no more than one per month. The time and place for such meetings shall be at the discretion of the administration.

Section 5. All meetings called by AFSCME shall be scheduled after normal work hours unless arranged otherwise with the Administration. Under no circumstances shall union meetings that occur during work hours be scheduled more than once per month.

Section 6. Grievance Hearings and Meetings: AFSCME officers and stewards shall be released to attend grievance hearings and meetings called by administration during the normal workday.

Section 7. Job descriptions will be provided to employees when hired *or* upon request. The phrase “other duties as assigned” in job descriptions shall be construed to mean those other duties assigned which are reasonable within the scope of the duties related to the job.

AFSCME and the Assistant Superintendent of Human Resources shall meet and confer on proposed changes in job descriptions. If such changes require a different level of compensation, both parties agree to negotiate the appropriate level of compensation for the new job.

Section 8. The Board agrees to furnish AFSCME a diskette of the names, addresses, classification titles, social security numbers, employee numbers, and work location codes of all employees in the bargaining unit. Such information shall be provided as requested by AFSCME, but not more frequently than monthly.

The Board agrees to provide the AFSCME President with School Board Agendas, minutes and training notices.

Section 9. A joint Labor/Management Committee may meet when necessary at mutually agreed times, for the purpose of discussing any work related problems. If the meeting is scheduled during an employee’s regular work schedule, the member(s) of the Union authorized to represent the Union at Labor/Management Meetings will not have loss of wages for the time spent in said meetings. The employer is not obligated to meet more than once per month. An agenda will be sent out five (5) days in advance of meeting. By mutual consent of both parties, additional items may be added to the agenda.

Section 10. The AFSCME President shall be granted four (4) hours per week for conducting union business.

ARTICLE III

Employment Categories

CAFETERIA

- General Help
- Cook
- Assistant Cook
- Baker
- Assistant Baker

CUSTODIAN

CATEGORY 1

- Custodian/52-week
- Custodian/40-week
- Utility Custodian
- Rock Island High School Head Custodian
- Rock Island High School Pool
- Driver
- Storeroom Clerk/Custodian
- Custodian/Driver

CATEGORY 2

Carpenter
Maintenance Worker

CATEGORY 3

Electrician

CATEGORY 4

Plumber

SECRETARIAL

CATEGORY 1

Elementary School Secretary, High School and Dean's Office, High School Special Education, Horace Mann Secretary - 201 days/8 hour day per contract year.

CATEGORY 2

Junior High School Secretary and High School Main Office, Grant Elementary Secretary - 211 days/8 hour day per contract year.

CATEGORY 3

High School Secretary (Main Office, Bookstore, Athletic Office, Guidance Office), Central Office Secretary, Office of Pupil Personnel, Receptionist (Central Office), 52 weeks/8 hour day per contract year.

CATEGORY 4

Payroll Clerk, Accounts Payable Clerk and Purchasing Clerk - 52 weeks/8 hour day per contract year.

ARTICLE IV

Seniority

1. Seniority shall begin with the original date of employment and shall include only time for which pay has been received, except that total seniority shall not be diminished by temporary lay-off of one year or less due to lack of work or lack of funds or in case of a leave of absence.

2. Whenever a vacancy occurs or a new position is created, such position shall be posted on all bulletin boards for seven (7) working days. Whenever a job is posted and not filled, it shall be posted every forty-five (45) days until filled.

If an employee wants to receive summer postings, he/she must notify the Personnel Office in writing no later than June 1. During this period, employees who wish to apply for the open position, including employees on temporary lay-off of one year or less, may do so. The application shall be in writing and it shall be submitted to the Office of Human Resources.

The employer shall fill the opening by promoting from among the AFSCME applicants the

employee with the longest continuous service and qualifications, provided the employee is capable of handling the work.

AFSCME and the Board of Education agree to establish, negotiate and implement a testing and assessment system.

Movement to the following positions will be tested:

<u>Cafeteria</u>	<u>Custodian</u>	<u>Secretary</u>
Any upward	Storeroom Clerk	Accounts Payable
movement in	Maintenance	Purchasing
categories	Carpenter	Payroll
		Central Office
		Food Service

The parties agree to start the process by September 30, 2001.

If mutually agreed upon by the employer and employee, on-the-job training, as necessary, will be given to anyone new or transferring to a new full-time position by the person presently holding that position. On-the-job training will be at the employees' assigned rate of pay.

3. Whenever it becomes necessary to lay-off employees due to the shortage of work or lack of funds, employees shall be laid off in reverse order to their length of service. Employees who have been laid off or separated from service without delinquency or misconduct on their part within one year thereto shall be entitled to be re-employed in vacancies or newly created positions and shall be rehired in reverse order of lay off.

4. Reduction in Force.

In the event that an AFSCME employee's position is lost due to shortage of work and/or lack of funds in Rock Island School District 41, the individual(s) will be considered a "displaced" worker. A "displaced" worker will be assigned to a position that they are qualified for that does not cause financial harm or reduction of financial compensation (example... a 12 month "displaced" secretary will be reassigned to a 12 month secretary position.

In the event that a 12 month employee is "displaced", management will identify the AFSCME employee with the least seniority that holds a 12 month position in the same classification as the "displaced" employee and release the employee as a Reduction in Force (RIF).

The released 12 month employee will then have the option to be reassigned to a 9/10 month position in the same classification for which he/she is qualified. If the released 12 month employee elects to receive a 9/10 month position, the AFSCME employee with the least seniority that holds a 9/10 month position in the same classification will be laid-off.

5. A Seniority list will be provided to the president of AFSCME local once per year or by June 30th.

6. The administration will notify the Union, in accordance with State and Federal Laws, but

not less than 60 calendar days, of any employees who will be laid off at the end of the contract year due to lack of work or lack of funds.

7. Voluntary and/or involuntary transfers shall be evaluated on a case-by-case occurrence between the Union and the Board. No transfers shall be implemented which would violate the rights of any members covered under this contract.

ARTICLE V

Leaves of Absence

Section A - Definition

For the purpose of this Article, immediate family or household shall mean the following:

Spouse	Parent-in-law	Sister-in-law
Child	Son-in-law	Brother-in-law
Parent	Daughter-in-law	Legal Guardian
Grandparent	Brother	Step-parent
Grandchild	Sister	Step-child

Section B - Sick Leave

Cafeteria - 15 days per year

Custodians/Secretaries - 15 days per year

Sick leave may not be used during the ninety (90) working days probationary period.

1. Employees are granted sick leave with pay as designated above either for personal illness or illness in the immediate family or household. If, for any special reason, a person other than any of those listed above has become a part of the immediate family, these conditions may be examined with the school Administration and special permission for sick leave may be granted.

Employees must call the Human Resources Code-a-phone system and their immediate supervisor to report their absence. Employees that call in sick must utilize sick leave. If the employee is out of sick days, the employee may choose to utilize accumulated vacation days, at which time the employee must fill out Absence From Duty Request Form the first day back to work, otherwise the employee will be docked.

2. Unused sick leave may be accumulated to an unlimited total.

3. During the retirement year, the employee shall be granted 25 additional sick leave days, if the Office of Human Resources is notified prior to the retirement year. In no event shall the employee's accumulation of sick leave exceed 240 days.

4. A doctor's certificate may be required for all absences due to illness of four (4) or more consecutive days, at the discretion of the Superintendent of Schools.

5. Sick leave may be taken in one-half or full-day units.

6. Any employee who is re-employed within one year of a lay-off shall have all accrued sick leave reinstated.

7. In the event that an employee covered by this contract with a catastrophic illness (as certified by his/her doctor) has exhausted his/her sick leave, other employees may contribute their sick leave days to such employee subject to the following conditions:

a. Contributions may be made to no more than four (4) employees per year and for a maximum of forty (40) days per year for each such employee.

b. And the following minimal criteria for use of sick leave bank days are applied:

Employee must have exhausted all accumulated sick leave.

Employee must have a catastrophic personal illness.

Employee must have a doctor's statement certifying such illness.

Employee must give the Office of Human Resources a written request for the day(s) with the reason for the request and the estimated number of days requested.

Section C - Critical Illness/Death in Family

1. When death occurs in the immediate family or household, the employee shall be granted a leave of five (5) school days for each occurrence with full pay. These days are in addition to and separate from accumulated sick leave.

2. When critical illness occurs in the immediate family or household, the employee shall be granted a leave of five (5) school days for each occurrence with full pay. These days are in addition to and separate from accumulated sick leave.

3. Death or critical illness leave may be taken in either one-half or full-day units and need not be taken consecutively.

4. Each employee shall be allowed up to three (3) days deductible from accumulated sick leave for death outside the immediate family.

Section D - Personal Leave

1. Two (2) days of personal leave at full pay shall be granted for transacting personal or legal business which cannot be handled other than on a work day. No reason shall be required. Personal leave may not be used during the ninety (90) calendar day probationary period. Personal leave, if unused, shall be accumulated as sick leave and is not two days of paid vacation, provided, however, an employee shall be entitled to carry over one unused personal leave day to a subsequent school term for a maximum of three (3) personal leave days available for use during the year.

2. Except in the case of an emergency situation which occurred subsequent to the completion of the regular work day, application for a personal leave under this Article shall be made in writing prior to requested leave date and must be submitted to the Assistant Superintendent for Human Resources for approval.

Should an emergency situation occur subsequent to the completion of the employee's regular work day, the necessity of securing prior approval obviously must be waived; however the affected employee should be expected to attempt informally to notify his or her principal or designated representative of such emergency. It is understood when this situation occurs; the employee shall be required to make formal application for approval before being eligible for pay for time lost.

3. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in a case of emergency, religious holiday, graduation of the employee, his/her child or spouse, or wedding of the employee or his/her child.

4. Days in excess of personal leave days may be granted to observe religious holidays.

Section E - Leave of Absence/Conference Leave

1. A leave of unpaid absence for a period not to exceed one (1) year may be, at the discretion of the administration, granted an employee in order that the employee may attend a recognized college, university, trade or technical school on a full-time basis. This employee may participate in the insurance program at his/her own expense. The employee's seniority date will remain the same. The employee will not accrue any other benefits including but not limited to longevity steps, additional sick leave days, etc.

2. Conference leave may be granted on a paid or unpaid basis at the discretion of the administration.

Section F - Unpaid Due to Illness

Written leave of absence without pay for a period not in excess of six months in any one year may be granted by the Board of Education to any employee after the satisfactory completion of the trial service period applying only in the case of sickness or disability of the employee or his/her immediate family or for other just causes. An employee to whom written leave of absence has been granted shall be entitled, at the expiration of the time named in such leave, to be reinstated to the position in which he/she was employed at the time the leave was granted without loss of seniority. Employees must have exhausted Family and Medical Leave before additional unpaid leave is utilized.

Family Medical Leave Act

AFSCME and the Board recognize the Family Medical Leave Act. The general provisions of this act are included with this contract - Appendix A. The provisions specified in ARTICLE V are in addition to those provided by the FMLA.

Section G. Union Leave

There shall be up to twelve (12) paid days of union leave granted for the delegates and or

alternates to attend the state or national convention.

ARTICLE VI

Holidays and Extra Compensation

Section A - Holidays

1. Secretaries shall be granted the following holidays with pay; New Year's Eve Day, New Year's Day, Lincoln's Birthday, Martin Luther King's Birthday, Good Friday, one-half of Spring Break (52 week employees), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Columbus Day, one-half of Winter Break (52 week employees), Christmas Eve Day and Christmas Day.

The days earned during the Winter Break (52 week employees) must be utilized during the Winter Break. The days earned during the Spring Break (52 week employees) must be utilized during the Spring Break.

2. Custodians shall be granted the following holidays with pay: New Year's Eve Day, New Year's Day, Lincoln's Birthday, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Columbus Day, Christmas Eve Day and Christmas Day.

3. When a holiday falls on an employee's regular day off, employees shall be granted an extra day off.

4. In lieu of holidays, all full-time non-52 week secretaries shall be granted six (6) days off work at the end of their scheduled work year, with no deduction in pay.

5. Appearance policy for Administration Center Secretaries:
All secretaries at the Administration Center will be permitted to wear jeans every Friday.

Section B - Extra Compensation/Custodian

1. Employees working on the night shift, which shall be after the hours of 6:00 p.m. and before 6:00 a.m. shall receive \$.30 per hour above the regular salary. Custodial/Maintenance employees regularly scheduled to work on Saturday and/or Sunday shall receive a shift differential of \$.30 per hour for the Saturday and/or Sunday hours. This applies to full time employees only.

2. Since the lead person at the high school working the night shift has been designated by the Employer, that person shall be paid \$.40 per hour over regular salary.

3. In junior high schools, the head custodian shall receive \$75.00 per month over the established schedule. In elementary schools, the head custodian shall receive \$50.00 per month over the established schedule. Appointment of head custodians shall be by agreement of the Board and the employee concerned.

4. Maintenance department employees shall be compensated for the use of their cars per mile by the highest IRS rate.

5. Maintenance department employees shall be given a yearly tool allowance of \$150.00. Any such maintenance department employee desiring to obtain the allowance or portion thereof shall follow the normal purchase order procedures. This tool allowance is not cumulative.

6. An employee reporting for emergency duty at the School District's request which he/she had not been notified of in advance and which is outside of and not continuous with his/her regular work period, shall be guaranteed at least two (2) hours of pay at the rate of time and one-half.

Section C - Extra Compensation/Cafeteria

1. Full-time employees possessing sanitation certification from the Rock Island County Department of Health shall be compensated at an additional \$0.25 (25 cents) per hour.

2. Each full-time employee shall receive an apparel allowance of \$75.00 per year. To receive the apparel allowance, the employee must submit original receipts showing purchase of apparel. In addition, the District shall provide each full-time employee with one (1) apron and two (2) shirts each year for the duration of the contract.

3. Uniforms to be worn shall consist of red aprons, black or navy slacks (no jeans) and a white polo-style shirt.

Section D – Extra Compensation/Secretaries

This section only applies to school buildings with only one secretary.

1. If student enrollment at the school is greater than 350 students as reported by the Fall Housing Report for the current year, the secretary will receive a stipend of \$300.

2. If the free/reduced meal student count is above the District average of 67% and student enrollment is at least 250 students as reported on the Fall Housing Report of the current year, the secretary will receive a stipend of \$300.

ARTICLE VII

Hazardous Duty

Section A - Custodians

1. In situations where a maintenance man is undertaking a hazardous repair, he is directed to obtain another custodian to stand guard to minimize the hazard.

2. The Board shall provide a safe work environment. Safety committees will be formed in each building and AFSCME shall have representation on all committees.

Section B - Secretaries

1. A secretary will not be required to work alone in a building. Should such an occasion arise, an adjustment of working hours shall be arranged between the secretary and her immediate supervisor.
2. A secretary will not be required to give medications to students nor will she be required to treat medical conditions beyond the realm of basic first aid.
3. At no time will a secretary be required to supervise students nor will students be left with her in a school office in the absence of the building principal or without the supervision of a certified staff member.

ARTICLE VIII

Vacations

All 52 week employees shall be awarded paid vacation time on a pro-rata basis beginning at the end of the first complete month of employment calculated as follows:

- 1st year through completion of 7 years = 2 weeks (cumulative to 4 weeks)
- Completed 7 years but less than 12 years = 3 weeks (cumulative to 4 weeks)
- Completed 12 years or more = 4 weeks (cumulative to 5 weeks)

When an employee completes 7 or 12 years of employment, they shall receive his/her additional week of vacation on their anniversary date.

Whenever possible, vacations will be granted at the time requested by the employee. The Employer has the right to limit the number of employees taking vacations at the same time. If the Employer must limit the number of employees taking vacations at the same time, the employee with the greater seniority shall be given the choice of vacation time.

ARTICLE IX

Hours of Employment

Hours of the workday will be established by the posting for which the employee applies. All postings shall have specific working hours.

Section A - Cafeteria

1. Employees working five (5) hours or more in one day shall be classified as full-time employees.
2. Foodservice employees who work 6-8 hours per day shall receive a 20-minute lunch period

and one, ten-minute break. Food service employees who work 5 hours will receive a 20-minute lunch break.

3. Full-time employees scheduled to begin their shift by 7:00 a.m. or before shall be paid for one hour's work if they report to work prior to 8:00 a.m. on days when school is closed due to inclement weather.

4. Full-time employees in the General Help classification may be utilized to work on in-service days, as needed, on a rotating basis by seniority. If the employee refuses the opportunity to work, the next person on the list will be afforded the opportunity to work.

5. Overtime work available to the General Help classification shall be offered on a rotating basis by seniority.

6. All work performed over 8 hours in one day or 40 hours in one week shall be compensated at the rate of time and one-half the hourly rate (overtime).

Section B - Custodians

1. Employee's workday shall consist of 8 hours in one shift and 40 hours in one week. Employees shall be allowed one 15-minute break per four hours of work and one-half hour for lunch.

2. All work performed over 8 hours in one day or 40 hours in one week shall be compensated at the rate of time and one-half the hourly rate (overtime) including elections. Overtime requires pre-approval of the person's immediate supervisor.

3. Where two or more custodians are employed in a school, the hours of the second position shall be arranged so as to provide custodial service for early hours of the evening.

4. In the event that a custodian must be absent from work and notifies the Office of Human Resources at least three clock hours before his/her reporting time, the following procedure will be followed:

- (a) The Office of Human Resources will send a substitute custodian if available;
- (b) Should no substitute be available, the Office of Human Resources reserves the right to use its discretion to resolve the problem.

5. When additional hours of work are needed beyond the normal work schedule due to emergencies or special events/activities, the following procedure shall be followed:

- (a) Offer the opportunity to other custodians in the building to work overtime on a rotating basis by order of seniority.
- (b) Offer the opportunity to other custodians in the District to work overtime on a rotating basis by order of seniority.
- (c) Should no custodian be available to work the overtime, the Office of Human Resources reserves the right to use its discretion to resolve the problem.

Section C - Secretaries

1. Employee's workday shall consist of 8 hours in one day and 40 hours in one week. Employees shall be allowed 1, 15-minute break per four hours of work. Lunch shall be either one hour or one half hour, by agreement between employee and supervisor.
2. A secretary who has been authorized by his supervisor to work overtime may elect to take the overtime either in compensatory time at the rate of one and one-half times the overtime worked, or be paid at a rate of one and one-half times the employee's regular hourly rate.
4. When additional hours of work are needed beyond the normal work schedule, due to emergencies, absences, job vacancies, or special events/activities, the following procedure shall be followed:
 - (a) Offer the overtime to the secretary who normally performs the work.
 - (b) Offer the opportunity to other AFSCME secretaries with the department (Central Office) or building (schools) to work overtime on a rotating basis by order of seniority. (Overtime may not negatively impact internal controls of District).
 - (c) The District reserves the right to use its discretion to resolve the problem in the best interest of the District.

ARTICLE X

Salary Classification Schedules

1. As a basis for hiring individuals for classifications, if the individual has five years or more experience in the field for which he/she is being hired, such experience is to count as one step per year up to five years on the salary schedule, providing that such upgrading can come only after two months' satisfactory service and the recommendation of the Assistant Superintendent/Human Resources. Secretaries newly hired to the District shall be placed no higher than Step 1 of the Secretary Salary Schedule.
2. As a basis for hiring individuals for classifications, if the individual has part-time service of three years or more in the field for which he/she is being hired, such experience is to count as one step at the rate of one year credit for every three years of part-time service, up to step five on the salary schedule.
3. Step 1 represents the starting salary and *Steps 16/13/12 represent the maximum salary. Movement on the salary scale will be effected on July 1st and will be according to the negotiated schedule.

Implementation of the additional steps for cafeteria 2008-2012: Cafeteria staff members, eligible to receive a step on the salary schedule, are entitled to receive only one step per year.

APPENDIX B – Custodial; APPENDIX C- Secretarial; APPENDIX D - Cafeteria

*Highest Step on salary schedules: 16/Custodial, 13/Secretarial, 12/Cafeteria

3. The Board of Education shall classify each position, provide job descriptions and establish proper wage rates for each classification.

4. For 2008-09, retroactive to July 1, 2008, all AFSMCE employees will receive a step (if not at the top of their salary schedule), District paid 4.5% IMRF, and a 3.5% salary schedule increase.

5. For 2009-10 all AFSMCE employees will receive a step (if not at the top of their salary schedule), District paid 4.5% IMRF, and a 3.5% salary schedule increase.

6. For 2010-11 all AFSMCE employees will receive a step (if not at the top of their salary schedule), District paid 4.5% IMRF, and a 3.5% salary schedule increase.

7. For 2011-12 all AFSMCE employees will receive a step (if not at the top of their salary schedule), District paid 4.5% IMRF, and a 3.5% salary schedule increase.

8. Steps shall be granted on July 1st of each year of this contract for employees completing one or more years of service. First year employees hired from July 1st through January 31 shall be granted a step. First year employees hired after January 31 will not be entitled to a step.

9. Substitutes shall not be paid more per hour than the hourly rate of the employee for whom they are substituting.

10. Whenever an employee performs work in a higher classification at the direction of a supervisor, such employee shall receive the higher rate of pay after completing three (3) consecutive days in that position, taking on the full responsibility of the job.

ARTICLE XI

Early Retirement

1. Any employee having twenty (20) or more years of continuous service who chooses to retire under the Illinois Municipal Retirement Fund shall receive an additional stipend pursuant to the following requirements:

Two Year Option:

Employee notifies Office of Human Resources of intent to retire in two years. The notice must be received at least thirty (30) days prior to the start of the last two years of employment.

Employee will receive a stipend of 10% for each of the last two years of employment. The stipend will be calculated as 10% of the base salary from the salary schedule (Year 1: salary schedule X 10%; Year 2: salary schedule X 10%). The stipend is for the base only. It does not include overtime, shift differentials, sanitation differentials or any other compensation above the base salary from the salary schedule.

One Year Option:

Employee notifies Office of Human Resources of intent to retire in one year. The notice must be received at least thirty (30) days prior to the start of the last year of employment.

Employee will receive a stipend of 10% for the last year of employment. The stipend will be calculated as 10% of the base salary from the salary schedule (Year 1: salary schedule X 10%). The stipend is for the base only. It does not include overtime, shift differentials, sanitation differentials or any other compensation above the base salary from the salary schedule.

ARTICLE XII

Evaluations

1. AFSCME employees shall have a formal evaluation completed at least once every two years. However, all employees who are in their first two years of employment with the District or who are in the first two years in a newly assigned job shall have a formal evaluation completed annually.

2. Three copies of the formal evaluation shall be made and distributed as follows: One copy to the evaluated employee, one copy to the evaluator, and one copy to the Office of Human Resources. The Office of Human Resources copy shall be maintained in the employee's personnel file.

The evaluator and the evaluatee shall confer in order to review the formal evaluation. The signature of the evaluatee shall signify only that he/she has seen the evaluation.

Any item rated below average shall be explained in the comment section with suggestions for remedying the deficiency by the evaluator. The evaluatee has the right to answer in writing any below average rating. Both the evaluation and any response by the evaluatee shall be included in the employees' personnel file.

3. The Board of Education and AFSCME shall review and revise the evaluation instrument. Revisions will be presented to both parties for approval. The revisions will be in place by the end of January 2002.

ARTICLE XIII

Insurance

Section A - Insurance Plan, Coverage and Eligibility

1. AFSCME employees, except for those employed less than five (5) hours per day but including those on sick leave, shall be eligible for coverage in the group insurance plans authorized and paid for by the Board subject to the following provisions:

a. If both husband and wife are eligible to enroll for the employee benefits, either the husband or the wife, but not both, may elect to enroll for dependent benefits. The remaining spouse shall be entitled to single coverage.

b. If the employee is employed four (4) or more , but less than five (5) hours per day, but including those on sick leave, may elect to enroll for single benefits.

c. The Board will pay the premium costs of both the single and dependent plan for the period July 1, 2008 to June 30, 2012 subject to the following provision:

(1) The single plan, the Board will pay \$3,472.20 plus any increase of eighteen percent during the two-year period July 1, 2008 to June 30, 2010. The Board will also pay any increase in premiums up to an aggregate increase of eighteen percent during the two-year period July 1, 2010 to June 30, 2012 over the previous year's premium base. The employee will pay \$1,040.76 plus the amount of any increase in premiums in excess of an aggregate increase of eighteen percent during the two-year period July 1, 2008 to June 30, 2010. The employee will also pay the amount of any increase in premium base in excess of an aggregate increase of eighteen percent during the two-year period July 1, 2010 to June 30, 2012 over the previous year's premium base. The employee payment will be deducted over 24 paychecks starting July 1 of each contract year.

(2) The dependent plan, the Board will pay \$7,664.16 plus any increase of eighteen percent during the two-year period July 1, 2008 to June 30, 2010. The Board will also pay any increase in premiums up to an aggregate increase of nine percent during the two-year period July 1, 2010 to June 30, 2012 over the previous year's premium base. The employee will pay \$3,001.20 plus the amount of any increase in premiums in excess of an aggregate increase of eighteen percent during the two-year period July 1, 2008 to June 30, 2010. The employee will also pay the amount of any increase in premium base in excess of an aggregate increase of eighteen percent during the two-year period July 1, 2010 to June 30, 2012 over the previous year's premium base. The employee payment will be deducted over 24 paychecks starting July 1 of each contract year.

If the premium increases exceed the provisions in (1) or (2) , either party may request that negotiations on this Article be reopened.

d. There will be a local claims facilitator who will have an office in a District #41 building, and be available in that office at least two (2) days per week to meet with any employee concerning service/claims problems or go to buildings to meet with an employee during that employee's free time.

2. Otherwise eligible employees on approved leave of absence may elect to have insurance provided the employee pays the full premium except those leaves covered under the Family Medical Leave Act.

3. Employees who retire or become disabled prior to the age of 70 may continue in the group medical insurance plan by remitting to the Board, or its designee, premiums at the prevailing group rate. If an employee is not eligible for Medicare, the employee may continue in the group

indefinitely by remitting to the Board, or its designee, premiums at the prevailing rate.

4. All Board-sponsored or Board-participating employee insurance programs shall be considered part of this agreement and any additions to, subtractions from, or modifications in the coverage of part or all of these programs shall be only after negotiations with and agreement by AFSCME. The Board shall insure AFSCME employees equal to all other insured employees.

ARTICLE XIV

Discipline and Discharge

1. The Board, after the completion of a probationary period of ninety (90) working days may discipline, suspend or discharge an employee for just cause. An employee who is being discharged shall receive at least two- (2) weeks notice prior to his/her release. Any disciplinary action, suspension or discharge may be processed through the grievance procedure.

2. Disciplinary action of a formal nature shall be submitted to the Office of Human Resources in writing, with a copy to the employee and Union at the same time. The employee has the right to answer the action in writing to the Office of Human Resources within five (5) working days of receipt of the copy. Copies of both letters will be filed in the employee's personnel file. Failure to provide the Union with a copy of a formal disciplinary action of an employee shall negate the five- (5) day response time, until such time as the Union is provided a copy by the reprimanding supervisor. The Office of Human Resources shall not include the letter in the employee's file if the Union is not notified of the disciplinary action.

3. An employee is entitled to have a Union representative present during any disciplinary meeting. The reprimanding supervisor must inform the employee that this meeting is of a disciplinary nature.

ARTICLE XV

Fair Share

1. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, if an employee does not join Local 822, AFSCME, such employee will:

- a. Execute an authorization form for the deduction of a sum equivalent to the proportionate cost of the collective bargaining process and contract administration; or
- b. Pay directly to the Union a like sum.

2. In the event such an authorization is not signed or such direct payment is not made within ninety-one (91) days following the commencement or employment of the employee or the effective date of this Agreement, whichever is later, the Board will deduct the fair share fee in payments of equal installments, starting with the subsequent payroll period.

3. The parties expressly recognize their obligations and the rights of non-members based on their bona fide religious tenet or teachings of a church or religious body as provided for in Section XI of the IELRA.

4. The parties expressly recognize the right of employees to challenge fair share. The parties acknowledge that such challenge will be handled pursuant to rules adopted by the IELRB.

5. Local 822 and AFSCME agree to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the Provisions of this Article, including any reasonable legal fees or expenses incurred in connection therewith.

6. The Board agrees to notify the Union promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of Section 5 above, and if the Union so requests in writing, to surrender claims, demands, suits or other forms of liability.

7. No later than 30 days prior to the first deduction of a fair share fee from any employee's paycheck, the Union shall provide notice to all employees who are not Union members of the expenditures for which fair share payers are charged and those for which they are not charged together with an explanation of the manner in which the fee is calculated and the manner in which the fee may be appealed. Within ten (10) days of the effective day of this contract, the employer shall provide the Union with a current list of all bargaining unit employees who are not Union members, including their home addresses.

8. The District agrees to take the P.E.O.P.L.E. voluntary deduction from members' paychecks. There shall be a one sign up period per year. The list of members requesting P.E.O.P.L.E. deductions shall be submitted at the same time as the AFSCME list of dues deductions. P.E.O.P.L.E. deductions will be taken over the same number of paychecks as the AFSCME dues deductions.

ARTICLE XVI

Grievance Procedure

1. Every full-time employee covered by this Agreement shall have the right to present grievances in accordance with the provision of this article. Nothing contained in this Article or elsewhere shall be construed to prevent any individual from discussing a problem with their immediate supervisor and having it adjusted without intervention or representation by a Union Representative.

2. The failure of an employee or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an Administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits may be extended by mutual agreement.

3. Investigation or other processing of any grievance by the grieving employee or Union shall be conducted so as to result in no interference with or interruption with the work activities of the School District. The Union representative shall, however, be allowed time during the regular

working day to process a grievance if those involved are unavailable after working hours or to process the grievance within the time frame described herein.

4. The use of this grievance procedure shall be limited to grievances alleging a specific violation of this Agreement and must be initiated within fourteen (14) calendar days from the day on which the act or condition allegedly occurred.

5. The Union steward, or other officer, with or without the employee, may take up a grievance or dispute with an employee's immediate supervisor within fifteen (15) working days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward or other officer within seven (7) working days. In such instances the Union may initiate the Grievance at Step 2, defined below.

Step 1.

An informal meeting between the aggrieved employee and his/her immediate supervisor for the express purpose of attempting to resolve the complaint or alleged grievance. Any grievance which is not appealed to the second step within seven (7) calendar days following the meeting in which discussion of the first step was concluded shall be considered settled on the basis of the first step answer.

Step 2.

Any grievance which remains unsettled after completion of the first step shall be reduced to writing, signed by the aggrieved employee(s) or Union representative, and shall specify the specific Article(s) and section(s) allegedly violated and shall also specify relief sought. The building principal or administrator shall, within seven (7) calendar days from the date the grievance is presented to him/her, arrange a meeting at a mutually satisfactory time with the employee, Union representative or both in an attempt to answer the grievance. The building principal or administrator shall formally answer the grievance within seven (7) calendar days after the meeting in which the discussion of the grievance is concluded and this written answer shall be given to the employee and the Union. (Only the Union need be given the written answer if they initiated the grievance.) Any grievance processed through this second step and which is not appealed to the third step within seven (7) calendar days of the formal answer of the building principal/administrator shall be considered settled on the basis of the second step answer.

Step 3.

Grievances that remain unsettled after completion of the second step shall be discussed by the parties no later than ten (10) calendar days from the date the grievance was appealed to this step. The Superintendent and/or his representative(s) shall formally answer the grievance within seven (7) calendar days after the meeting at which the discussion was concluded and this written answer shall be given to the employee and Union.

Step 4.

Grievances involving the interpretation and/or application of the provisions of this Agreement which have been duly processed through previous steps of this grievance procedure, and only such

grievances, may be submitted to arbitration in accordance with the following provisions:

(1) The Union must give written notice to the Office of Human Resources, within fourteen (14) calendar days from the date of the Administration's answer in Step 3. Such written notice shall cite the provision(s) allegedly violated and the relief sought.

(2) Either party shall be entitled to present its claim(s) to the arbitrator in such manner as the party may desire, it being understood, however, that the arbitration may determine the relevancy of the evidence presented. 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 arbitrator shall have no power to alter, change, detract from, or add to the provisions of this Agreement to the settlement of grievances arising hereunder.

(3) Each party shall bear its own costs; and the expenses for the arbitrator's services, the court reporter fees and other costs for the proceedings shall be shared equally by the Employer and the Union.

(4) The arbitration proceedings will be conducted by an arbitrator selected by the two parties seven (7) calendar days after notification has been given, if possible.

If the parties fail to select an arbitrator, the American Arbitration Association (AAA) or its successor in function shall be requested to provide panels of arbitrators pursuant to its voluntary labor arbitration rules, upon written request of either party. Such written request shall be considered a joint request.

ARTICLE XVII

General Provisions

1. No strikes of any kind or interruption of work shall be caused or sanctioned by the Union or any member thereof during the term of this Agreement.

2. The Employer shall institute no lockout of employees during the term of this Agreement.

3. The employer agrees not to discriminate against any employee on the basis of race, sex, sexual orientation, creed, religion, color, marital or parental status, age, national origin, political affiliation and or beliefs, nor shall the employer discriminate against any employee with a disability, or for other non-merit factors.

4. The employer shall retain the exclusive and ultimate responsibility for the proper management and governance of the School District. Any decision made by the Employer shall not conflict with the specific terms of the Agreement.

5. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

6. If any section, paragraph, sentence, or clause of this Agreement is held invalid or unconstitutional, such decision shall not void the remaining portion of this Agreement or any

section thereof.

7. The negotiated contract between AFSCME, Local 822, and the Rock Island Board of Education shall be distributed to all members of the bargaining unit. Costs of printing the contract will be shared by the parties. AFSCME will distribute to its current membership. All AFSCME members employed after the initial distribution of the contract will be provided a copy of the contract through the Human Resources Department.

ARTICLE XVIII

Duration

1. This Agreement shall be effective July 1, 2008 and shall remain in full force and effect until the 30th day of June 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 60 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 30 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands and sealed this _____ day of _____, 2008.

Union: _____ For the Employer: _____
President, Local 0822 School Board President

Staff, Rep. Council 31

APPENDIX A

FAMILY MEDICAL LEAVE ACT

LEAVES UNDER THE FAMILY AND MEDICAL LEAVE ACT

In accordance with the provisions of the Family and Medical Leave Act (FMLA), the Board of Education of the Rock Island-Milan School District No. 41 (“Board”) shall provide up to twelve (12) work weeks of unpaid leave to all eligible bargaining unit members during any fiscal year for one or more of the following reasons:

- A. The birth of a child.
- B. The adoption or foster care of a child.
- C. Care of a member of the immediate family, defined as spouse (only in legally recognized marriage relationships), children or stepchildren, parents, spouse’s parents, or step-parents of either spouse.
- D. A serious health condition* of the eligible bargaining unit member which prevents him/her from performing the functions of his/her position.
*A serious health condition may mean illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider which requires an absence of more than five consecutive days.

“Eligible staff” and “eligible bargaining unit member” means any regular full-time member who has worked a full year with the district.

Family Medical Leave must be taken concurrently with any other leave benefits granted to an eligible bargaining unit member under the terms and conditions of the collective bargaining agreement between the Board and the Union. However, the employee may choose to use accumulated sick leave for a portion or all of the FML as a paid leave, or the employee may choose not to use accumulated sick leave and go on an unpaid FML. Employees who develop medical complications as a result of childbirth, as established by a physician, may use their own accumulated sick leave. The use of the sick leave bank provision is limited to the terms of the collective bargaining agreement during any FML.

In a case when the Superintendent and the eligible bargaining unit member agree, such leave may be taken intermittently or on a reduced schedule in the event of the birth, adoption or foster care of the child. An eligible bargaining unit member has the right, however, to take intermittent or reduced-schedule (half-days) leave when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the eligible bargaining unit member has a serious health condition.

GENERAL PROVISIONS

The District will provide eligible bargaining unit members coverage under the Family and Medical Leave Act with an unpaid job protected leave of up to twelve (12) weeks.

- A. Eligible Staff

All regularly employed full-time bargaining unit members who have worked a full year with the district.

B. Purpose of the Leave

Up to twelve (12) weeks of unpaid leave may be granted for one or more of the following reasons:

1. The birth of a child,
2. The adoption or placement of a foster care child,
3. The care of a member of the immediate family, defined as spouse (only in legally recognized marriage relationships), children or stepchildren, parents, spouse's parents, or step-parents of either spouse,
4. The serious health condition* of the eligible bargaining unit member which prevents him/her from performing the functions of his/her position.

C. Intermittent Leave

1. Leaves for adoption, foster care, or birth of a child may not be taken intermittently or on a reduced schedule unless circumstances require the leave to be intermittent.
2. Leaves for personal or immediate family illness may be taken intermittently or on a reduced schedule in the same increments as sick days are taken.
3. An eligible bargaining unit member who requests intermittent leave, based upon planned medical treatment, may be required to transfer, temporarily, to another job with equivalent pay or benefits which better accommodates the eligible staff member's needs for recurring periods of leave.

D. Notice

1. Eligible bargaining unit members must provide the Assistant Superintendent for Human Resources with at least thirty (30) calendar days notice when the circumstances requiring the leave become known to those employees. Whenever this is not possible, eligible unit members are required to provide as much notice as is possible under the circumstances existing at that time.
2. When an intermittent leave is required for a serious health condition with the planned medical treatment, the eligible bargaining unit member should make reasonable efforts to schedule treatments in a way that minimizes disruption to the District's programs.
3. An individual staff member may appeal to the Assistant Superintendent for Human Resources when a request for FML is denied. If the request was denied due to a question of immediate family relationship, the employee must demonstrate to the Assistant Superintendent for Human Resources that a "family relationship" exists. Such an appeal must be in writing.

E. Medical Certification

1. The District may require that a request be supported by a health care provider's certification. The certification should include the date when the serious health condition began, the probable duration of the condition, and other relevant medical facts. If applicable to the leave request, the certification should also include a statement that the eligible bargaining unit member is needed to care for a member of the immediate family as defined in Section B, paragraph 3 of this provision. If the eligible bargaining unit member is ill, the certification should include a statement that the affected employee is

unable to perform his/her job. When the certification is for intermittent leave, it should include the dates when treatment is expected and the duration of the treatment, if possible. In the event that the certification omits information, such omission shall not void or delay the leave request, provided that the eligible bargaining unit member corrects the deficiencies within a reasonable period of time following notification by the employer.

2. The District may, if it has reason to doubt the validity of the original certification, require a second opinion, paid in full by the District, from a District-chosen health care provider.
3. If the leave is denied as a result of the second opinion, the eligible bargaining unit member can process his/her complaint through the grievance procedure in the collective bargaining agreement, or the District and eligible bargaining unit member can agree to a binding third opinion at the expense of the District. A binding third opinion requires the agreement of both the District and the eligible bargaining unit member on a health care provider.

F. Employment and Benefits Protection

1. After the leave, the eligible bargaining unit member will be returned to his/her same position whenever possible. If return to the same position is not possible, the eligible bargaining unit member will be returned to a vacant position for employment.
2. Seniority will accrue while the person is on leave.
3. Insurance coverage will be provided by the District during the leave at the same level and conditions of coverage that would have been provided had such eligible employee not taken the leave.
4. If an eligible bargaining unit member does not return from the leave, other than a Family and Medical Leave for personal illness, the District can recover from such employee the cost of premiums paid by the employer.
5. Personal leave and sick leave will accrue during the paid portions of any Family and Medical Leave. Eligible bargaining unit members will receive any other relevant pay during the paid portion of the leave.

G. Definitions

1. Serious health condition: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider which requires an absence of more than five consecutive days.
2. Eligible bargaining unit member: Any regularly employed full-time or part-time member who has worked a full year's contract with the District. Leave for part-time staff will be pro-rated.
3. Days: When "days" are referred to in these provisions or any administrative implementation of these provisions, they shall refer to calendar days unless otherwise noted.
4. Year: When the word "year" is used in these provisions or any administrative implementation of these provisions, it shall refer to the District's fiscal year of July 1 through June 30.
5. Immediate Family: "Immediate Family" shall be defined as spouse (only in legally recognized marriage relationships), children or stepchildren, parents, spouse's parent, or step-parents of either spouse.

APPENDIX A

FAMILY MEDICAL LEAVE ACT

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In accordance with the provisions of the Family and Medical Leave Act (FMLA), the Board of Education of the Rock Island-Milan School District No. 41 (“Board”) shall provide up to twelve (12) work weeks of unpaid leave to all eligible bargaining unit members during any fiscal year for one or more of the following reasons:

- E. The birth of a child.
- F. The adoption or foster care of a child.
- G. Care of a member of the immediate family, defined as spouse (only in legally recognized marriage relationships), children or stepchildren, parents, spouse’s parents, or step-parents of either spouse.
- H. A serious health condition* of the eligible bargaining unit member which prevents him/her from performing the functions of his/her position.
*A serious health condition may mean illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider which requires an absence of more than five consecutive days.

“Eligible staff” and “eligible bargaining unit member” means any regular full-time member who has worked a full year with the district.

Family Medical Leave must be taken concurrently with any other leave benefits granted to an eligible bargaining unit member under the terms and conditions of the collective bargaining agreement between the Board and the Union. However, the employee may choose to use accumulated sick leave for a portion or all of the FML as a paid leave, or the employee may choose not to use accumulated sick leave and go on an unpaid FML. Employees who develop medical complications as a result of childbirth, as established by a physician, may use their own accumulated sick leave. The use of the sick leave bank provision is limited to the terms of the collective bargaining agreement during any FML.

In a case when the Superintendent and the eligible bargaining unit member agree, such leave may be taken intermittently or on a reduced schedule in the event of the birth, adoption or foster care of the child. An eligible bargaining unit member has the right, however, to take intermittent or reduced-schedule (half-days) leave when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the eligible bargaining unit member has a serious health condition.

GENERAL PROVISIONS

The District will provide eligible bargaining unit members coverage under the Family and Medical Leave Act with an unpaid job protected leave of up to twelve (12) weeks.

H. Eligible Staff

All regularly employed full-time bargaining unit members who have worked a full year with the district.

I. Purpose of the Leave

Up to twelve (12) weeks of unpaid leave may be granted for one or more of the following reasons:

5. The birth of a child,
6. The adoption or placement of a foster care child,
7. The care of a member of the immediate family, defined as spouse (only in legally recognized marriage relationships), children or stepchildren, parents, spouse's parents, or step-parents of either spouse,
8. The serious health condition* of the eligible bargaining unit member which prevents him/her from performing the functions of his/her position.

J. Intermittent Leave

4. Leaves for adoption, foster care, or birth of a child may not be taken intermittently or on a reduced schedule unless circumstances require the leave to be intermittent.
5. Leaves for personal or immediate family illness may be taken intermittently or on a reduced schedule in the same increments as sick days are taken.
6. An eligible bargaining unit member who requests intermittent leave, based upon planned medical treatment, may be required to transfer, temporarily, to another job with equivalent pay or benefits which better accommodates the eligible staff member's needs for recurring periods of leave.

K. Notice

4. Eligible bargaining unit members must provide the Assistant Superintendent for Human Resources with at least thirty (30) calendar days notice when the circumstances requiring the leave become known to those employees. Whenever this is not possible, eligible unit members are required to provide as much notice as is possible under the circumstances existing at that time.
5. When an intermittent leave is required for a serious health condition with the planned medical treatment, the eligible bargaining unit member should make reasonable efforts to schedule treatments in a way that minimizes disruption to the District's programs.
6. An individual staff member may appeal to the Assistant Superintendent for Human Resources when a request for FML is denied. If the request was denied due to a question of immediate family relationship, the employee must demonstrate to the Assistant Superintendent for Human Resources that a "family relationship" exists. Such an appeal must be in writing.

L. Medical Certification

4. The District may require that a request be supported by a health care provider's certification. The certification should include the date when the serious health condition began, the probable duration of the condition, and other relevant medical facts. If applicable to the leave request, the certification should also include a statement that the eligible bargaining unit member is needed to care for a member of the immediate family as defined in Section B, paragraph 3 of this provision. If the eligible bargaining unit member is ill, the certification should include a statement that the affected employee is

unable to perform his/her job. When the certification is for intermittent leave, it should include the dates when treatment is expected and the duration of the treatment, if possible. In the event that the certification omits information, such omission shall not void or delay the leave request, provided that the eligible bargaining unit member corrects the deficiencies within a reasonable period of time following notification by the employer.

5. The District may, if it has reason to doubt the validity of the original certification, require a second opinion, paid in full by the District, from a District-chosen health care provider.
6. If the leave is denied as a result of the second opinion, the eligible bargaining unit member can process his/her complaint through the grievance procedure in the collective bargaining agreement, or the District and eligible bargaining unit member can agree to a binding third opinion at the expense of the District. A binding third opinion requires the agreement of both the District and the eligible bargaining unit member on a health care provider.

M. Employment and Benefits Protection

6. After the leave, the eligible bargaining unit member will be returned to his/her same position whenever possible. If return to the same position is not possible, the eligible bargaining unit member will be returned to a vacant position for employment.
7. Seniority will accrue while the person is on leave.
8. Insurance coverage will be provided by the District during the leave at the same level and conditions of coverage that would have been provided had such eligible employee not taken the leave.
9. If an eligible bargaining unit member does not return from the leave, other than a Family and Medical Leave for personal illness, the District can recover from such employee the cost of premiums paid by the employer.
10. Personal leave and sick leave will accrue during the paid portions of any Family and Medical Leave. Eligible bargaining unit members will receive any other relevant pay during the paid portion of the leave.

N. Definitions

6. Serious health condition: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider which requires an absence of more than five consecutive days.
7. Eligible bargaining unit member: Any regularly employed full-time or part-time member who has worked a full year's contract with the District. Leave for part-time staff will be pro-rated.
8. Days: When "days" are referred to in these provisions or any administrative implementation of these provisions, they shall refer to calendar days unless otherwise noted.
9. Year: When the word "year" is used in these provisions or any administrative implementation of these provisions, it shall refer to the District's fiscal year of July 1 through June 30.
10. Immediate Family: "Immediate Family" shall be defined as spouse (only in legally recognized marriage relationships), children or stepchildren, parents, spouse's parent, or step-parents of either spouse.

APPENDIX B
CUSTODIAN/MAINTENANCE SALARY SCHEDULE
FISCAL YEAR 2008-2009

<u>STEP</u>	<u>CUST</u>	RIHS	<u>MATRONS</u>	<u>POOL</u>	<u>DRIVER</u>	STK	<u>MAINTEN</u>
		<u>HEAD</u>		<u>OP</u>		CLK/	
						<u>CUST</u>	
1	\$32,675	\$38,484	\$25,764	\$33,361	\$33,249	\$33,788	\$34,618
2	\$35,127	\$39,855	\$27,697	\$35,698	\$35,638	\$36,238	\$37,002
3	\$35,424	\$40,149	\$27,931	\$36,004	\$35,923	\$36,539	\$37,306
4	\$35,733	\$40,456	\$28,174	\$36,308	\$36,230	\$36,845	\$37,615
5	\$36,096	\$40,819	\$28,463	\$36,666	\$36,607	\$37,206	\$37,972
6	\$36,308	\$41,034	\$28,627	\$36,884	\$36,806	\$37,419	\$38,151
7	\$36,539	\$41,268	\$28,809	\$37,114	\$37,040	\$37,652	\$38,385
8	\$36,771	\$41,495	\$28,991	\$37,345	\$37,268	\$37,883	\$38,613
9	\$37,063	\$41,785	\$29,222	\$37,633	\$37,576	\$38,173	\$38,941
10	\$37,425	\$42,150	\$29,508	\$37,999	\$38,342	\$38,538	\$39,303
11	\$37,809	\$42,531	\$29,810	\$38,381	\$38,729	\$38,922	\$39,688
12	\$38,193	\$42,915	\$30,113	\$38,769	\$39,113	\$39,307	\$40,073
13	\$38,575	\$43,303	\$30,416	\$39,153	\$39,496	\$39,689	\$40,456
14	\$39,003	\$43,700	\$30,752	\$39,567	\$39,889	\$40,109	\$40,878
15	\$39,392	\$44,137	\$31,059	\$39,963	\$40,287	\$40,511	\$41,287
16	\$39,775	\$44,519	\$31,370	\$40,346	\$40,670	\$40,894	\$41,670

3.5% above 2007-08
schedule

APPENDIX B
CUSTODIAN/MAINTENANCE SALARY SCHEDULE
FISCAL YEAR 2009-2010

<u>STEP</u>	<u>CUST</u>	<u>RIHS</u>		<u>POOL OP</u>	<u>DRIVER</u>	<u>STK CLK/</u>	
		<u>HEAD</u>	<u>MATRONS</u>			<u>CUST</u>	<u>MAINTEN</u>
1	\$33,819	\$39,831	\$26,666	\$34,529	\$34,413	\$34,970	\$35,829
2	\$36,356	\$41,250	\$28,666	\$36,948	\$36,885	\$37,507	\$38,297
3	\$36,664	\$41,554	\$28,908	\$37,264	\$37,180	\$37,817	\$38,611
4	\$36,984	\$41,872	\$29,160	\$37,579	\$37,498	\$38,135	\$38,932
5	\$37,359	\$42,248	\$29,459	\$37,949	\$37,888	\$38,508	\$39,301
6	\$37,579	\$42,470	\$29,629	\$38,175	\$38,094	\$38,729	\$39,486
7	\$37,817	\$42,712	\$29,818	\$38,413	\$38,336	\$38,970	\$39,729
8	\$38,058	\$42,948	\$30,006	\$38,652	\$38,573	\$39,209	\$39,964
9	\$38,361	\$43,247	\$30,245	\$38,950	\$38,891	\$39,509	\$40,304
10	\$38,734	\$43,626	\$30,541	\$39,329	\$39,684	\$39,887	\$40,679
11	\$39,132	\$44,020	\$30,853	\$39,724	\$40,084	\$40,284	\$41,077
12	\$39,529	\$44,417	\$31,167	\$40,126	\$40,482	\$40,683	\$41,476
13	\$39,926	\$44,819	\$31,480	\$40,523	\$40,878	\$41,078	\$41,872
14	\$40,368	\$45,229	\$31,828	\$40,952	\$41,285	\$41,513	\$42,309
15	\$40,771	\$45,681	\$32,146	\$41,362	\$41,697	\$41,929	\$42,732
16	\$41,167	\$46,078	\$32,468	\$41,758	\$42,094	\$42,325	\$43,129

3.5% above 2008-09
schedule

APPENDIX B
CUSTODIAN/MAINTENANCE SALARY SCHEDULE
FISCAL YEAR 2010-2011

<u>STEP</u>	<u>CUST</u>	<u>RIHS</u>		<u>POOL OP</u>	<u>DRIVER</u>	<u>STK CLK/</u>	
		<u>HEAD</u>	<u>MATRONS</u>			<u>CUST</u>	<u>MAINTEN</u>
1	\$35,002	\$41,225	\$27,599	\$35,737	\$35,618	\$36,194	\$37,083
2	\$37,629	\$42,693	\$29,669	\$38,241	\$38,176	\$38,820	\$39,638
3	\$37,947	\$43,008	\$29,920	\$38,568	\$38,481	\$39,141	\$39,963
4	\$38,278	\$43,338	\$30,180	\$38,894	\$38,811	\$39,469	\$40,294
5	\$38,667	\$43,727	\$30,490	\$39,277	\$39,214	\$39,856	\$40,677
6	\$38,894	\$43,956	\$30,666	\$39,511	\$39,427	\$40,085	\$40,868
7	\$39,141	\$44,207	\$30,861	\$39,758	\$39,678	\$40,334	\$41,119
8	\$39,391	\$44,451	\$31,056	\$40,005	\$39,923	\$40,581	\$41,363
9	\$39,703	\$44,761	\$31,304	\$40,313	\$40,252	\$40,892	\$41,714
10	\$40,090	\$45,153	\$31,610	\$40,705	\$41,072	\$41,283	\$42,102
11	\$40,501	\$45,561	\$31,933	\$41,115	\$41,487	\$41,694	\$42,515
12	\$40,913	\$45,972	\$32,258	\$41,530	\$41,898	\$42,107	\$42,927
13	\$41,323	\$46,388	\$32,582	\$41,942	\$42,309	\$42,516	\$43,338
14	\$41,781	\$46,812	\$32,942	\$42,385	\$42,730	\$42,966	\$43,790
15	\$42,198	\$47,280	\$33,272	\$42,810	\$43,157	\$43,396	\$44,228
16	\$42,608	\$47,690	\$33,604	\$43,220	\$43,567	\$43,807	\$44,638

3.5% above 2009-10
schedule

APPENDIX B
CUSTODIAN/MAINTENANCE SALARY SCHEDULE
FISCAL YEAR 2011-2012

<u>STEP</u>	<u>CUST</u>	<u>RIHS</u> <u>HEAD</u>	<u>MATRONS</u>	<u>POOL</u> <u>OP</u>	<u>DRIVER</u>	<u>STK</u> <u>CLK/</u> <u>CUST</u>	<u>MAINTEN</u>
1	\$36,227	\$42,668	\$28,565	\$36,988	\$36,864	\$37,461	\$38,381
2	\$38,946	\$44,188	\$30,708	\$39,579	\$39,513	\$40,178	\$41,025
3	\$39,275	\$44,514	\$30,967	\$39,918	\$39,828	\$40,511	\$41,361
4	\$39,618	\$44,854	\$31,237	\$40,255	\$40,169	\$40,851	\$41,704
5	\$40,020	\$45,257	\$31,557	\$40,652	\$40,587	\$41,251	\$42,100
6	\$40,255	\$45,495	\$31,739	\$40,894	\$40,807	\$41,488	\$42,299
7	\$40,511	\$45,754	\$31,941	\$41,149	\$41,066	\$41,746	\$42,558
8	\$40,769	\$46,006	\$32,143	\$41,405	\$41,320	\$42,002	\$42,811
9	\$41,093	\$46,328	\$32,399	\$41,724	\$41,661	\$42,323	\$43,174
10	\$41,493	\$46,733	\$32,716	\$42,130	\$42,510	\$42,728	\$43,576
11	\$41,919	\$47,155	\$33,051	\$42,554	\$42,939	\$43,154	\$44,003
12	\$42,345	\$47,581	\$33,387	\$42,984	\$43,365	\$43,581	\$44,430
13	\$42,769	\$48,011	\$33,722	\$43,410	\$43,789	\$44,004	\$44,854
14	\$43,243	\$48,451	\$34,095	\$43,869	\$44,226	\$44,470	\$45,323
15	\$43,675	\$48,935	\$34,436	\$44,308	\$44,667	\$44,915	\$45,776
16	\$44,099	\$49,360	\$34,780	\$44,733	\$45,092	\$45,340	\$46,200

3.5% above 2010-11
schedule

APPENDIX C
SECRETARY SALARY SCHEDULE
FISCAL YEAR 2008-2009

<u>STEP</u>	<u>Col A.</u> <u>195/201</u>	<u>Col B.</u> <u>205/211</u>	<u>Col C.</u> <u>52 Week</u>	<u>Col. D</u> <u>52 Week</u>
1	\$21,190	\$22,244	\$27,173	\$28,166
2	\$22,112	\$23,213	\$28,356	\$29,393
3	\$23,036	\$24,182	\$29,539	\$30,629
4	\$23,957	\$25,149	\$30,721	\$31,856
5	\$24,880	\$26,118	\$31,903	\$33,087
6	\$25,804	\$27,087	\$33,086	\$34,315
7	\$26,726	\$28,055	\$34,268	\$35,544
8	\$27,649	\$29,023	\$35,449	\$36,776
9	\$28,571	\$29,992	\$36,633	\$38,004
10	\$29,495	\$30,963	\$37,814	\$39,233
11	\$30,419	\$31,932	\$38,998	\$40,463
12	\$31,371	\$32,931	\$40,218	\$41,730
13	\$32,302	\$33,898	\$41,408	\$42,972

3.5% above 2007-08

APPENDIX C
SECRETARY SALARY SCHEDULE
FISCAL YEAR 2009-2010

<u>STEP</u>	<u>Col A.</u> <u>195/201</u>	<u>Col B.</u> <u>205/211</u>	<u>Col C.</u> <u>52 Week</u>	<u>Col. D</u> <u>52 Week</u>
1	\$21,931	\$23,023	\$28,124	\$29,152
2	\$22,886	\$24,025	\$29,348	\$30,422
3	\$23,842	\$25,028	\$30,573	\$31,701
4	\$24,796	\$26,030	\$31,796	\$32,971
5	\$25,751	\$27,032	\$33,019	\$34,245
6	\$26,707	\$28,035	\$34,244	\$35,516
7	\$27,661	\$29,037	\$35,467	\$36,788
8	\$28,617	\$30,039	\$36,689	\$38,063
9	\$29,571	\$31,042	\$37,915	\$39,334
10	\$30,528	\$32,047	\$39,137	\$40,606
11	\$31,483	\$33,049	\$40,363	\$41,880
12	\$32,469	\$34,083	\$41,626	\$43,191
13	\$33,433	\$35,085	\$42,858	\$44,476

3.5% above 2008-09

APPENDIX C
SECRETARY SALARY SCHEDULE
FISCAL YEAR 2010-2011

<u>STEP</u>	<u>Col A.</u> <u>195/201</u>	<u>Col B.</u> <u>205/211</u>	<u>Col C.</u> <u>52 Week</u>	<u>Col. D</u> <u>52 Week</u>
1	\$22,699	\$23,829	\$29,108	\$30,173
2	\$23,687	\$24,866	\$30,376	\$31,486
3	\$24,677	\$25,904	\$31,643	\$32,810
4	\$25,663	\$26,941	\$32,909	\$34,125
5	\$26,652	\$27,978	\$34,175	\$35,443
6	\$27,641	\$29,016	\$35,442	\$36,760
7	\$28,629	\$30,053	\$36,709	\$38,076
8	\$29,618	\$31,091	\$37,974	\$39,395
9	\$30,606	\$32,128	\$39,242	\$40,711
10	\$31,596	\$33,168	\$40,507	\$42,027
11	\$32,585	\$34,206	\$41,775	\$43,345
12	\$33,605	\$35,276	\$43,083	\$44,702
13	\$34,603	\$36,313	\$44,358	\$46,033

3.5% above 2009-10

APPENDIX C
SECRETARY SALARY SCHEDULE
FISCAL YEAR 2011-2012

STEP	Col A. <u>195/201</u>	Col B. <u>205/211</u>	Col C. <u>52 Week</u>	Col. D <u>52 Week</u>
1	\$23,493	\$24,663	\$30,127	\$31,229
2	\$24,516	\$25,737	\$31,439	\$32,589
3	\$25,540	\$26,811	\$32,750	\$33,959
4	\$26,562	\$27,884	\$34,061	\$35,320
5	\$27,585	\$28,958	\$35,371	\$36,684
6	\$28,609	\$30,032	\$36,683	\$38,046
7	\$29,631	\$31,105	\$37,993	\$39,408
8	\$30,655	\$32,179	\$39,303	\$40,774
9	\$31,677	\$33,253	\$40,615	\$42,136
10	\$32,702	\$34,329	\$41,925	\$43,498
11	\$33,726	\$35,403	\$43,238	\$44,862
12	\$34,781	\$36,511	\$44,590	\$46,267
13	\$35,814	\$37,584	\$45,910	\$47,644

3.5% above 2010-11

**APPENDIX D
CAFETERIA SALARY SCHEDULE
2008-09**

<u>Step</u>	<u>Gen Help</u>	<u>Cook</u>	<u>Asst. Ck/ Baker</u>	<u>Baker</u>
1	\$9.33	\$10.61	\$10.27	\$9.79
2	\$9.51	\$10.83	\$10.46	\$9.99
3	\$9.71	\$11.03	\$10.67	\$10.19
4	\$9.88	\$11.26	\$10.90	\$10.39
5	\$10.09	\$11.48	\$11.11	\$10.60
6	\$10.29	\$11.71	\$11.32	\$10.81
7	\$10.51	\$11.94	\$11.55	\$11.02
8	\$10.74	\$12.19	\$11.80	\$11.26
9	\$10.95	\$12.40	\$12.01	\$11.47
10	\$11.16	\$12.61	\$12.21	\$11.67
11	\$11.36	\$12.81	\$12.42	\$11.88
12	\$11.57	\$13.02	\$12.63	\$12.09

3.5% above 2007-08

Implementation of the additional steps

For the 2008-09 year, those employees that are on Step 8 for the 2007-08 year will move to Step 9.

**APPENDIX D
CAFETERIA SALARY SCHEDULE
2009-10**

<u>Step</u>	<u>Gen Help</u>	<u>Cook</u>	<u>Asst. Ck/ Baker</u>	<u>Baker</u>
1	\$9.65	\$10.98	\$10.63	\$10.13
2	\$9.84	\$11.21	\$10.83	\$10.34
3	\$10.05	\$11.42	\$11.04	\$10.55
4	\$10.23	\$11.65	\$11.28	\$10.76
5	\$10.44	\$11.88	\$11.49	\$10.97
6	\$10.65	\$12.12	\$11.72	\$11.18
7	\$10.87	\$12.36	\$11.95	\$11.41
8	\$11.12	\$12.62	\$12.21	\$11.65
9	\$11.33	\$12.83	\$12.43	\$11.87
10	\$11.55	\$13.05	\$12.64	\$12.08
11	\$11.76	\$13.26	\$12.85	\$12.30
12	\$11.98	\$13.48	\$13.07	\$12.51

3.5% above 2008-09

Implementation of the additional steps

For the 2009-10 year, those employees that are on Step 9 for the 2008-09 year will move to Step 10.

**APPENDIX D
CAFETERIA SALARY SCHEDULE
2010-11**

<u>Step</u>	<u>Gen Help</u>	<u>Cook</u>	<u>Asst. Ck/ Baker</u>	<u>Baker</u>
1	\$9.99	\$11.36	\$11.00	\$10.49
2	\$10.19	\$11.60	\$11.21	\$10.70
3	\$10.40	\$11.82	\$11.43	\$10.92
4	\$10.59	\$12.06	\$11.67	\$11.13
5	\$10.81	\$12.30	\$11.90	\$11.35
6	\$11.02	\$12.54	\$12.13	\$11.58
7	\$11.25	\$12.79	\$12.37	\$11.81
8	\$11.51	\$13.06	\$12.64	\$12.06
9	\$11.73	\$13.28	\$12.86	\$12.28
10	\$11.95	\$13.50	\$13.08	\$12.51
11	\$12.17	\$13.73	\$13.30	\$12.73
12	\$12.40	\$13.95	\$13.53	\$12.95

3.5% above 2009-10

Implementation of the additional steps

For the 2010-11 year, those employees that are on Step 10 for the 2009-10 year will move to Step 11

**APPENDIX D
CAFETERIA SALARY SCHEDULE
2011-12**

<u>Step</u>	<u>Gen Help</u>	<u>Cook</u>	<u>Asst. Ck/ Baker</u>	<u>Baker</u>
1	\$10.34	\$11.76	\$11.38	\$10.86
2	\$10.55	\$12.00	\$11.60	\$11.07
3	\$10.76	\$12.23	\$11.83	\$11.30
4	\$10.96	\$12.49	\$12.08	\$11.52
5	\$11.19	\$12.73	\$12.31	\$11.75
6	\$11.41	\$12.98	\$12.55	\$11.98
7	\$11.65	\$13.24	\$12.81	\$12.22
8	\$11.91	\$13.52	\$13.08	\$12.49
9	\$12.14	\$13.75	\$13.31	\$12.71
10	\$12.37	\$13.98	\$13.54	\$12.94
11	\$12.60	\$14.21	\$13.77	\$13.17
12	\$12.83	\$14.44	\$14.00	\$13.40

3.5% above 2010-11

Implementation of the additional steps

For the 2011-12 year, those employees that are on Step 11 for the 2010-11 year will move to Step 12