

BASIC AGREEMENT

BETWEEN

**BELVIDERE COMMUNITY UNIT
SCHOOL DISTRICT #100**

AND

**BELVIDERE EDUCATION
SUPPORT STAFF
ASSOCIATION,
IEA-NEA**

2013-2018

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PREAMBLE

This AGREEMENT is entered into this 20th day of May, 2013, by and between the BELVIDERE COMMUNITY UNIT SCHOOL DISTRICT #100 (hereinafter referred to as the "Board" or "District") and the BELVIDERE EDUCATION SUPPORT STAFF ASSOCIATION, IEA-NEA (hereinafter referred to as the "Association"), and applies only to said parties.

Accordingly, it is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the District's schools; to maintain the highest standards of personal and professional integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

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

ARTICLE 1

RECOGNITION

Section 1.1. Recognition. The Board recognizes Association as the sole and exclusive bargaining representative for all full-time and part-time non-certificated custodial and maintenance personnel employed by the Board; but specifically excluding all certificated employees, secretarial/clerical employees, the Director of Buildings and Grounds, Supervisor of Buildings and Grounds, Supervisor of Custodial Services, Building Supervisors at High Schools and Middle Schools, all managerial, supervisory, confidential, substitute employees, short-term employees, as defined by the Illinois Educational Labor Relations Act, as amended, and all other employees.

ARTICLE 2

NONDISCRIMINATION

Section 2.1. Generally. Neither the Board nor the Association shall discriminate against employees because of membership or non-membership in the Association or because of participation or non-participation in Association activities.

Section 2.2. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, the parties agree that the District may take whatever reasonable steps are needed to comply with the provisions of the Americans with Disabilities Act.

ARTICLE 3

ASSOCIATION RIGHTS

Section 3.1. Use of District Facilities for Association Meetings. The Association may, by pre-arrangement with the building principal, use a multi-purpose room or other suitable facility for Association meetings. Such meetings shall be held at reasonable hours and limited to such times as do not conflict with the use of the facility for school purposes. When custodial service is required, the District may require the Association to reimburse the District for such service.

Section 3.2. Use of District Equipment and Materials. The District will designate certain items of school equipment for use by the Association for Association business. Such use, however, shall be pre-scheduled so as to be outside the basic school day, shall be by pre-arrangement with the building principal, and shall be done outside the work hours of the employee using the school equipment. Such use shall in no case take precedence over school needs. Any materials used and costs incurred shall be reimbursed by the Association.

Section 3.3. Printing and Distribution of Contract. The District shall prepare ten (10) hard-copies of the finalized contract/agreement for use by the Association. Otherwise, the finalized contract/agreement will be available on the District's website for employee access.

Section 3.4. New Personnel. The District shall provide the names, addresses, and phone numbers of newly hired employees covered by this Agreement within thirty (30) days of their employment by the Board.

Section 3.5. Board Meetings. The President of the Association or his designee shall be notified of any cancellations, postponements or special meetings of the Board of Education as far in advance as practicable.

Section 3.6. Board Minutes. The Association shall be provided with a copy of the Minutes of regular and special meetings of the Board of Education after said Minutes have been officially approved by the Board.

Section 3.7. Dues Checkoff. During the term of this Agreement the District will deduct from each employee's biweekly paycheck the regular Association dues for each employee in the bargaining unit for whom a lawfully written authorization has been submitted to the District.

The Association shall indemnify and hold harmless the District, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Section or in reliance on any written checkoff authorization furnished under any of such provisions.

Section 3.8. Fair Share. During the term of this Agreement, employees who are not members of the Association shall commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Belvidere Educational Support Staff Association (including the Illinois Education Association and the National Education Association). Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association. The Association shall annually submit to the Board a list of the employees covered by this Agreement who are not members of the Association and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for member-only benefit.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interests, with the understanding that these indemnification provisions shall cover the cost of such representation.

Section 3.9. Association Leave. The Association shall be authorized to use up to five (5) days non-accumulative leave in aggregate in any one school year (July 1 to June 30) without loss of pay. Additional days may be granted by the Superintendent upon written request provided that the association reimburses the Board at the employee's daily rate of pay at the time of use. A written notification of such leave shall be submitted to the Superintendent or designee at least five (5) working days prior to the requested day or days of leave, provided that the Superintendent or designee may, in his sole discretion, waive this requirement. Any requests to use Association leave shall be submitted by the Association President.

ARTICLE 4

EMPLOYEE RIGHTS

Section 4.1. Right to Representative. If an employee is required to attend a conference at which it is contemplated that disciplinary action against the employee will be taken, the employee shall have the right to request to have an Association representative as appointed by the Executive Committee or chosen by the employee at such conference.

Section 4.2. Just Cause Discipline. No non-probationary employee shall be disciplined, suspended, or discharged except for just cause. The District agrees to follow the principle of progressive discipline, with the understanding, however, that the gravity or seriousness of a given incident (e.g., gross insubordination) may justify immediate discharge without any prior progressive discipline.

Nothing in this Section shall be applicable to any action by the District to terminate the employment of any employee who has been convicted for committing or attempting to commit any one or more of the offenses specified in the Illinois School Code (105 ILCS 5/10-21.9). The only issue that may be submitted to the grievance and arbitration procedure is whether the employee was, in fact, convicted for committing or attempting to commit any or more of the offenses specified in the Illinois School Code (105 ILCS 5/10-21.9).

Section 4.3. Release Time. Executive Committee member(s) or designee(s) may be granted paid release time to attend meetings called/scheduled by the District.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of Grievance. For the purposes of this Agreement, the term grievance shall mean a dispute or difference of opinion raised by one or more employees or the Association against the District involving the meaning, interpretation, or application of the express provisions of this Agreement. The term “days” as used in this Article shall mean days when the District’s Central Office is open.

Section 5.2. Grievance Procedure. The parties acknowledge that it is most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

STEP 1: Informal Discussion – Building Level.

Any grievant who has an alleged grievance as defined in this Article may discuss such grievance with the immediate supervisor as designated by the District. If the alleged grievance is not submitted within twenty (20) days after grievant had knowledge of the act or condition which is the basis of the alleged grievance, it shall not be considered actionable.

STEP 2: Written Grievance – Building Level.

If the grievant is not satisfied with the decision rendered at Step 1, the grievant may appeal the grievance in writing to the Director of Buildings and Grounds. Failure to file such appeal within ten (10) days from the date of the discussion with the immediate supervisor at Step 1 shall be deemed a waiver of the right of appeal. The written grievance shall contain a concise statement of the facts upon which the alleged grievance is based and a reference to the specific provision of the agreement allegedly violated, misinterpreted or misapplied. The appropriate Supervisor’s written answer shall be given within ten (10) days after receipt of the appeal. Both the grievant and the Association shall receive copies of said answer.

STEP 3: Written Appeal – Superintendent Level.

If the grievant is not satisfied with the decision as rendered in Step 2, the grievant may submit a written appeal to the Superintendent of Schools or his designated representative. Failure to file such appeal within ten (10) days from receipt of the appropriate Supervisor's written answer at Step 2 shall be deemed a waiver of the right to appeal. A hearing, if requested, shall be conducted by the Superintendent and action shall be taken on the appeal of the alleged grievance within ten (10) days after receipt of the appeal. The grievant shall have the right to representation at such hearing by a

representative of the Association, but the grievant shall also be present. In addition to the Superintendent or his designated representative, the District may be represented by not more than three (3) persons. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the Association.

A grievance may, by mutual agreement between the grievant and the Superintendent, be presented initially at Step 3.

Section 5.3. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance within ten (10) days after final disposition by the Superintendent to arbitration by notice in writing delivered to the Superintendent. With such appeal, the Association shall include the names of five (5) suggested arbitrators. The District will either accept one of the arbitrators suggested by the Association or, within five (5) days, will send a list of five (5) suggested arbitrators to the Association. If by the end of five (5) days after the submission of the District's list, the Association has not accepted one of these as the arbitrator, then promptly the parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the Association shall strike one (1) name and the District shall then strike one (1) name, and alternately thereafter until one name remains. The person whose name remains shall be the arbitrator. The arbitrator selected (whether agreed upon or selected from the AAA panel) shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing.

Section 5.4. Authority of Arbitrator. The arbitrator's decision shall be binding upon the parties. The arbitrator shall not, however, have the power to add to or subtract from, alter or modify in any manner any of the terms of this agreement. Any grievance appealed to arbitration and on which the arbitrator determines he has no jurisdiction or power to rule, shall be referred back to the parties without decision or recommendation and the Superintendent's disposition as determined under Step 3 of the grievance procedure shall then be final.

Section 5.5. Expenses of Arbitration. Each of the parties to the arbitration proceeding shall bear the expense of its own representative and witnesses and the fees and expense of the impartial arbitrator shall be divided equally between the parties.

Section 5.6. Representation. "Representation by the Association" for purposes of the foregoing grievance procedure, shall be limited, generally, to representation by one (1) Association member-representative and shall, in no case, exceed representation by three (3) persons.

Grievances shall, in all instances, be handled promptly and expeditiously, as previously set forth, but shall be handled and hearings scheduled so as to avoid interference with the assigned duties of any of the participants.

Section 5.7. Miscellaneous. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the District unless and until the District has agreed thereto in writing.

ARTICLE 6

NON-INTERRUPTION OF WORK

Section 6.1. No Work Stoppages. Neither the Association nor any of its officers or any of the employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, concerted stoppage of work, sympathy strike or any other intentional disruption whatsoever of the operation of the District regardless of the reason for so doing during the term of this Agreement. The District agrees it will not bring any action for damages against the Association for any strike, concerted stoppage of work, sympathy strike or any other intentional disruption whatsoever of the operation of the District which the Association does not instigate, promote, sponsor, engage in, or condone.

Section 6.2. No Lockouts. The Board agrees that it will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 7.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per year.

Section 7.2. Normal Work Day and Normal Work Week for Full-Time Employees. The normal workday for full-time employees shall be 8 hours and the normal workweek for full-time employees shall consist of five 8-hour workdays commencing at 12:01 a.m. Sunday and running through Saturday midnight.

Section 7.3. Changes in Normal Workday or Normal Work Week. Should it be necessary in the District's judgment to establish schedules departing from the normal work day or the normal work week (e.g.: Cross-Training, North/South Campus concept, etc.), or to change the shift schedule of any employee or employees, the District will give, if practicable, at least a five (5) calendar day advance notice of such change to all employees affected by such change.

Section 7.4. Overtime Pay. An employee shall be paid time and one-half times his regular straight-time hourly rate of pay for all hours actually worked in excess of 40 hours in the employee's normal work week.

Section 7.5. Distribution of Overtime Opportunities.

(a) Custodians. The opportunity to work overtime shall first be offered to the custodian(s) in the building to which they are assigned. If more than one custodian is assigned to a given building, the opportunity to work overtime at that building will be distributed as equally as practicable among said custodians, provided they are qualified to perform the specific overtime work required. The opportunity for custodians to work overtime as custodians at buildings other than the building to which they are assigned will be distributed as equally as practicable among said custodians, provided they are qualified to perform the specific overtime work required.

(b) All Other Bargaining Unit Employees. The opportunity to work overtime will be distributed as equally as practicable among employees in the same job classification, provided the employees are qualified to perform the specific overtime work required.

(c) Generally. Offered overtime not worked will be considered as worked for the purpose of determining eligibility for overtime. The District shall not be required to break in on work in progress or change an employee's shift in assigning overtime. If an employee establishes that he has not received overtime for which he/she was entitled, such employee shall have preference to future overtime work until reasonable balance is recreated.

Section 7.6. Rest Period. Each employee shall receive one fifteen (15) minute break he/she is scheduled to work six (6) or more hours per day. Break times shall be scheduled at a time that promotes effective operation of the District's schools. Employees must be at their work site at the beginning and end of the rest period.

Section 7.7. Lunch Period. An unpaid of at least one-half hour lunch period shall be provided to all bargaining unit employees scheduled to work six (6) or more hours per day. The lunch period shall be scheduled at a time that promotes the effective operation of the District's schools.

Section 7.8. ADT Response Pay. Any employee who is required to return to a school building in order to respond to ADT calls outside the employee's normal hours of work (i.e., hours not contiguous to his normal shift) will be paid at his/her applicable hourly rate of pay for all hours worked outside his/her normal hours of work, with a minimum of one hour's pay or one hour's work. This Section is only applicable to ADT calls.

Section 7.9. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 8

SENIORITY

Section 8.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous employment in a position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay (excluding Military leaves). The date of beginning employment in a position covered by this Agreement is the first day for which the employee is paid for work in such position. If there is a tie in seniority between two or more such employees (i.e., two or more employees have the same length of continuous service), the date on the application for employment shall control as the tie-breaker.

Section 8.2. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged for just cause;
- (c) retires;
- (d) fails to report to work at the conclusion of an authorized leave of absence, conditions for terminating an assignment per District's Return To Work Program (BOE Policy 5:181), or vacation, unless the employee is able to justify to the satisfaction of the Superintendent or designee that such absence is due to extenuating circumstances;
- (e) is laid off and declines a recall to a full-time position or fails to affirmatively respond within seven (7) calendar days after receipt of notice of recall;
- (f) is laid off for a period of twelve (12) months or the length of service, whichever is less;
- (g) does not perform work for the District for a period in excess of twelve (12) months;
or
- (h) is absent for three (3) consecutive working days without notifying the Superintendent or designee or, in his absence, his designee.

Section 8.3. Layoffs. If the Board decides to decrease the number of employees in any classification covered by this Agreement, the resulting layoff shall be effectuated first by laying off any probationary employees within the affected classification and then on the basis of seniority within the affected classification (i.e., the least senior employee in the classification shall be laid off first) provided that the remaining employees are determined to be qualified to perform the work remaining after the layoff. Any employee laid off from an affected classification shall have the right to bump a less senior employee in another classification provided the senior employee is determined to be qualified to perform the work required. The timeframe for notification of employees regarding layoffs will be made pursuant to Illinois School Code (e.g.: 30 calendar days prior to layoff).

Section 8.4. Recalls. If the Board has any vacancies in a classification covered by this Agreement, the positions thereby becoming available shall be tendered to employees with recall rights in reverse order of layoff from said classification. Notification of recall shall be by certified mail to the employee's last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the responsibility of the employee to keep his/her address current by providing the Personnel Office with the necessary information. If the employee does not respond to such notification of recall by notifying the District of the decision to accept or decline the position within seven (7) calendar days of the receipt of the letter by the District to the employee's last known address, the employee's right to recall shall cease.

Section 8.5. Effects of Layoff. In addition to the other applicable provisions of this Article, the following provisions shall be applicable to bargaining unit members who are laid off:

- A. Any employee who is laid off shall be paid all earned compensation on or before the third business day following his or her last day of employment.
- B. Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the employee had at the time of his/her layoff shall be restored. No credit shall be granted for purposes of advancement on the salary schedule for the period of the layoff.
- C. During the period of time that the employee has recall rights, the employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.
- D. While the seniority of an employee who is laid off shall not be terminated if the employee is recalled under the provisions of this Article, seniority credit shall not accrue during the period of the layoff.

Section 8.6. Effect of Consolidation, Reduction within a Classification, or Elimination of Classifications. If employees are displaced by the consolidation of classifications (combining the duties of two or more classifications and/or parts of two or more classifications), the reduction within a classification, the elimination of classifications, the installation of new equipment, methods or facilities, or for any other reason, any employee(s) with greater seniority shall have placement rights over any employee(s) with less seniority within that classification. The affected employee(s) with the lowest seniority shall have the right to transfer to any existing bargaining unit vacancy which the District is seeking to fill if it is determined that they have the necessary skills, abilities and qualifications for such vacancy. If there are no such vacancies, the employee shall be laid off in accordance with the provisions of Section 8.3 above and shall have the right to recall in accordance with the provisions of Section 8.4 above. If two or more employees are displaced at the same time and they seek to transfer to the same vacancy, which the District is seeking to fill, seniority shall govern if they are determined to have the current ability and basic qualifications to perform the work in the position in question.

Section 8.7. Vacancies and Transfers. Notices of vacancies must be posted in all buildings, Central Office and on the District's website year round, for a period of not less than ten (10 working days.) Postings shall be mailed to the head Custodian or Building Supervisor as positions become available during times school is not in session. In filling permanent bargaining unit vacancies, which the District has decided to fill, the goal shall be to obtain the most qualified person for the position. If two or more employees who have requested to be considered for a permanent vacancy are determined to be equally qualified in terms of their skills and abilities for the position, seniority shall be the controlling consideration. If an employee believes that the District has arbitrarily considered his/her skills, abilities and qualifications for the position, he/she may file a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.

In addition, "probationary employees" will only be considered for transfers IF they have been in their current position for a minimum of seven (7) months, received all satisfactory and above, and an excellent attendance rating on their evaluations. All "non-probationary employees" will only be considered for transfers IF they have been in their current position for a minimum of six (6) months.

Section 8.8. Seniority of Persons Transferred Out of and Back to the Bargaining Unit. Employees who are promoted by the District to positions excluded from the bargaining unit and who are later transferred back to the bargaining unit by the District shall have a seniority date computed on the basis of the period of time previously served in position(s) included in the bargaining unit.

Section 8.9. Seniority List. On or before February 1 of each year the District shall distribute to the Association a seniority list for bargaining unit employees by classification showing their accumulated seniority credit, calculated in accordance with the provisions of this Article. If the Association or any employee believes there is an error in the seniority list, it should be brought to the attention of the Superintendent within two (2) weeks after the seniority list is distributed.

Section 8.10. Probationary Period. The probationary period for employees shall be twelve (12) months. However, after nine months, probationary employees shall have the right to appeal any suspension, lay off or termination through the grievance procedure to the Superintendent's level if the employee feels that such action(s) were not for just cause. Such appeals shall not be subject to binding arbitration. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the District. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his/her last date of hire with the District in a position covered by this Agreement.

ARTICLE 9

PAID LEAVES OF ABSENCE

Section 9.1. Flexible Leave. Employees will be allowed up to twelve (12) days of flexible leave at full pay for each 12-month period worked. Employees who have worked less than one (1) year (July 1 through June 30) will accrue flexible leave on a pro-rated basis. Flexible leave days may be used for any reason other than for any time off for which the employee receives remuneration from another source. No reason need be given for requesting flexible leave, except as provided in the final paragraph. Said 12 days leave at full pay, or any portion thereof, may, if unused, be accumulated as “sick leave balance” from year to year.

The employee shall request such leave other than illness on forms provided by the District at least 5 days prior to the absence whenever possible. A note shall be required in any situation (e.g.: sick, serious illness, death in immediate family, household or friend, etc.) where more than two (2) consecutive days are used at any given time. Unless extraordinary reasons are presented, no employee shall be granted a flexible leave day on the last school day before and the first school day after any holiday or holiday period when school is not scheduled pursuant to the calendar adopted by the Board, during the first week of school, or during the last week of school (except for a graduation of a member of the immediate family or to attend a funeral).

An employee who has exhausted all flexible leave days in any given year may use any unused accumulated “sick leave balance” day(s) to reflect absences for personal illness or quarantine at home, or serious illness or death in the immediate family or household only. The “immediate family or household” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Section 9.2. Caregiver Leave. At the sole discretion of the Board, an employee may be granted caregiver leave without pay for up to one (1) full year. An employee returning from caregiver leave shall be placed in a comparable position.

Notice of desire to return to work must be given ninety (90) days prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of the Agreement, and the employee shall be considered as having waived all rights to continued employment and reinstatement.

Section 9.3. Jury Leave. Any employee who serves on a court jury or appears in response to a subpoena as a witness in a court trial in which the employee is not a party, shall be paid for the regular straight-time hours he/she would have worked but for such service. The employee shall remit to the District any fees which he/she receives for such service.

Section 9.4. Insurance Coverage During Unpaid Leave. If the District at its sole discretion grants an employee an unpaid leave, said employee shall have the right to maintain insurance coverage by paying each full applicable monthly premium in advance.

Section 9.5. Family and Medical Leave Act of 1993. In order to be in compliance with the Family and Medical Leave Act of 1993, the parties agree that the District may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

ARTICLE 10

HOLIDAYS

Section 10.1. Designation of Holidays. The following days shall be considered paid holidays during the term of this Agreement for full-time nonprobationary employees:

New Year's Day
Martin Luther King Holiday
Lincoln's Birthday or President's Day *
Casimir Pulaski's Birthday*
Good Friday*
Memorial Day
July 4
Labor Day
Columbus Day*
Veteran's Day*
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

If one of the above-mentioned holidays falls on Saturday or Sunday, an equivalent day off on the preceding Friday or following Monday will be scheduled. Notwithstanding the foregoing, the holidays marked with an asterisk (*) will only be considered as holidays if they are included on the school calendar as days of non-attendance for students officially adopted by the Board of Education each school year.

Section 10.2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the employee's supervisor.

Section 10.3. Pay for Holiday Work. If an employee is scheduled to work on a holiday, the employee shall be paid the applicable hourly rate of pay for all hours worked on said holiday. In addition, the employee shall be paid, if he/she meets the eligibility requirements set forth in Section 10.2, his/her regular pay for the day in question.

ARTICLE 11

VACATIONS

Section 11.1. Eligibility. Full-time twelve (12) month employees shall be eligible for paid vacation time based on the number of fully completed years of full-time employment with the District on the following schedule: : If the employee's anniversary date is between July 1 and December 31, the vacation accrual will be effective the July 1 before the anniversary date. If the employee's anniversary date is between January 1 and June 30, the vacation accrual will be the July 1 after the anniversary date.

<u>Length of Continuous Service</u>	<u>Working Days of Vacation</u>
1 year to 5 years	10 days
6 years to 8 years	12 days
9 years to 13 years	15 days
14 or more years	20 days

Employees who have worked less than one year (July 1 through June 30) will earn paid vacation time according to the following schedule: The employee must complete the required probationary period in order to be eligible to use accrued vacation days

Hired in May or June	0 days
Hired in April	1 day
Hired in March	2 days
Hired in February	3 days
Hired in January	4 days
Hired in December	5 days
Hired in November	6 days
Hired in October	7 days
Hired in September	8 days
Hired in August	9 days
Hired in July	10 days

Section 11.2. Vacation Eligibility. In order to be eligible to earn paid vacation, the employee must work, or be on paid leave of absence, at least 1,600 hours during the year preceding July 1. During the first year of employment, in order to be eligible to earn each day of vacation, the employee must work at least 120 hours during the preceding month.

Furthermore, in the year a Head Custodian reaches the top salary structure within their classification they shall automatically move ahead one category of length of continuous service for vacation eligibility as long as they remain in a Head Custodial position with the District. However, if placed back into another BESSA working classification, moving forward their working days of vacation would be reflected based on length of continuous service per Section 11.1.

Section 11.3. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation, provided that vacations taken in July shall be paid at the rate of pay in effect on July 1 of that year.

Section 11.4. Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination being made on the basis of the employee's length of continuous service if more employees in the same classification desire the same vacation slot than can be permitted to be on vacation at the same time. It is expressly understood that the final right to designate vacation periods (ordinarily in the summer when school is not in session) and the maximum number of employee(s) who may be on vacation at any time, including the maximum number of employee(s) in any classification, is exclusively reserved by the District in order to insure the orderly performance of the services provided by the District.

Vacations shall not be taken in increments of not less than one-half (1/2) day or during the first five (5) days or the last five (5) days of school, when students are in attendance. Vacation days must be scheduled at least one full week in advance unless the employee's supervisor specifically approves the scheduling of vacation day(s) with less notice.

Section 11.5. Limitation on Accumulation of Vacation. Annual vacations must be taken within the 12-month period after completion of the year in which earned unless written authorization extending this period is obtained from the Superintendent or the Superintendent's designee. Since carrying over vacation from one year to the next is an exception, such requests will only be considered for special and/or extenuating circumstances (e.g., to take an extended trip abroad). In no event shall the maximum vacation carryover exceed ten working days.

Section 11.6. Payment of Earned But Unused Vacation at Time of Termination. An employee who provides at least two (2) weeks advance written notice of his/her termination of employment with the District shall be paid for any earned but unused vacation at time of termination.

ARTICLE 12

WAGES AND COMPENSATION

Section 12.1. Hourly Rates of Pay. The hourly rates of pay for the classifications covered by this Agreement are set forth on Appendix A. The hourly rates shown are for fiscal year 2013-2014 and reflect all employees that are not at the top scale advancing one step, which is equal to a 2.35% hourly rate increase. All employees at the top of the pay scale shall also receive a 2.35% hourly rate increase. Future year increases shall be calculated as set forth in Section 12.2.

Section 12.2. Annual Increases. New employees hired prior to February 1 of a fiscal year, shall be placed at the Probationary Step of their respective classification shown on Appendix A and will be eligible to advance to \$13.25 on July 1st of the first year of employment for Custodians/Grounds, \$15.92 for Maintenance and \$18.00 for Head Custodian. New employees hired after February 1st of a fiscal year shall be placed at the Probationary Step of their respective classification shown on Appendix A and will be eligible to advance to the aforementioned rates, based on job classification, on July 1st following completion of one full year of employment.

Beginning July 1, 2014, all wages, except for those employees currently receiving the top pay for the respective job classifications, shall be increased to reflect the average change of the prior two levy years Consumer Price Index, All Urban Consumers (CPI-U), for all items, issued by the Bureau of Labor Statistics of the United States Department of Labor for December of a particular calendar year (published in January of the succeeding year), and as used by the District in accordance with Property Tax Extension Limitation Laws (PTELL), said annual increase not to exceed 4% per year (Cap) and said annual increase not to be less than 2% per year (Floor). Employees that are one annual increase away from reaching top pay shall only receive an increase equal to that which will place them at the top pay for the respective category (e.g. the final year increase to top pay shall not place them above other employees on the top of the pay scale). Employees currently at the top pay of their respective job categories shall receive an annual increase of 1.5% each year beginning July 1, 2014.

A numerical example of the calculation used to calculate the current year increase is shown below, along with an example of a future year calculation:

FY14 Increase (2013-2014 school year) – Received by all employees

CPI for FY12 Levy	3.00% A
CPI for FY13 Levy	<u>1.70% B</u>
Total	<u>4.70% A+B=C</u>
Divided by 2 for average	<u>2.35% C divided by 2</u>

Step 1 wage for 2012-2013	\$13.18 A
X the CPI Increase	<u>1.0235</u> B
Wage Rate for 2013-2014	<u>\$13.49</u> AxB

FY15 Increase (2014-2015 school year) Example only - rates are only known for FY 13 at this time

CPI for FY13 Levy	1.70% A
CPI for FY14 Levy	<u>3.20%</u> B
Total	<u>4.90%</u> A+B=C
Divided by 2 for average	<u>2.45%</u> C divided by 2

Wage Rate for 2013-2014	\$13.49 A
X the CPI Increase	<u>1.0245</u> B
Wage Rate for 2014-2015	<u>\$13.82</u> AxB

Section 12.3. Pay Rate Upon Promotion or Transfer to a Higher Paying Job Classification. An employee who is promoted or transferred to a higher paying job classification shall be paid the minimum hourly rate for the higher paying job classification or placed at the wage of the higher paying classification which provides the employee with a pay increase above his/her current hourly rate for pay in his/her regular job classification prior to the promotion, whichever is higher. In case of transfer to a “Head Custodian” position, the employee shall be placed on the Head Custodian Hourly Wage Table (Appendix A) at the wage above his/her current hourly rate of pay in his/her previous job classification prior to the promotion and reach the top Head Custodian hourly wage within three (3) years of placement.

Section 12.4. Pay Rate Upon Demotion or Transfer to a Lower Paying Job Classification. If an employee is either demoted or voluntarily transferred to a lower paying job classification, the employee shall be placed at the wage in the lower paying job classification that is closest to but not above the hourly rate of pay which the employee was being paid in his/her previous job classification.

Section 12.5. Shift Differential. Employees who have the majority of their regularly scheduled hours assigned after 3:30 pm when school is in session shall receive a shift differential of fifty cents (50¢). The shift differential will be paid only for hours worked during that schedule and will be eliminated when the schedule is temporarily changed during the summer.

Section 12.6. Head Custodian Stipend. Each Head Custodian shall receive an annual stipend of \$340.25 (pro rata if employed less than full year) for each full-time custodian he/she is responsible for directing. If the Head Custodian is off work due to extenuating circumstances preventing him/her from performing supervisory duties/responsibilities for longer than fifteen (15) consecutive work days, then the supervisory stipend will be eliminated while the Head Custodian is off work. The Head Custodian stipend will be reinstated once he/she returns to work.

Section 12.7. Pay Day and Paychecks. There will be 26 pay periods during the fiscal year. Absent unforeseen circumstances (e.g., a computer breakdown), paychecks shall be delivered to the buildings where bargaining unit employees' work by no later than 12:00 noon on payday.

Section 12.8. Retirement Incentive. Employees who retire pursuant to the Illinois Municipal Retirement Fund (I.M.R.F.) and who notify the Superintendent no later than ninety days prior to their retirement date will receive the following benefits:

1. The District will pay each employee, up to a maximum of 10% of the bargaining unit employees per year, who meets the eligibility requirements, a one-time salary stipend of \$300.00 per year for each full year of District service to a maximum of \$7,500, to be paid with the employee's last paycheck. If more than 10% of the bargaining unit employees meet the requirements, the 10% of the bargaining unit employees with the greatest number of years of District service will receive the benefit. For the purposes of this Section, years of District service shall be calculated in terms of the actual months of District service, e.g., a 12-month employee shall be credited with 12 months of service for each year of District service and a 10-1/2 month employee shall be credited with 10-1/2 months of service for each year of District service.

ARTICLE 13

INSURANCE

Section 13.1. Hospitalization and Major Medical Insurance. The District will continue to provide a managed health care plan of hospitalization and major medical insurance coverage for each full-time employee in effect on the date this Agreement is ratified by the parties. Payroll deduction assistance will be extended to each employee upon request.

The District retains the right to change insurance carriers or to otherwise provide for coverage, provided that the level of benefits shall remain substantially the same.

Section 13.2. Group Term Life Insurance. The District will provide group term life insurance coverage for each full-time employee in the amount of the employee's base salary rounded to the nearest \$1,000, whichever is higher.

Section 13.3. Dental Insurance. The District will continue to provide at least the existing level of dental coverage in effect on the date this Agreement is ratified by both parties for each full-time employee. Said plan shall have a \$50.00 deductible. Dependent coverage will be available to employees at their own cost. The calendar year maximum for basic dental shall be \$2,000. The lifetime maximum for orthodontia coverage shall be \$2,000.

Section 13.4. District Insurance Committee. The Association shall have a right to an Association representative on the District Insurance Committee.

Section 13.5. District Insurance Benefit Reciprocity. Notwithstanding anything contained herein to the contrary, in recognition of the desirability of maintaining a uniform policy District-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Board makes any changes, modifications, or improvements with respect to any of the insurance benefits or payment arrangements set forth in this Article that are applicable to substantially all other District employees, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to substantially all other District employees.

ARTICLE 14

MISCELLANEOUS PROVISIONS

Section 14.1. Job Descriptions. The District maintains job descriptions for all of the job classifications included in the bargaining unit represented by the Association. If the District changes, revises, or modifies any such job descriptions, the District shall provide the Union with a copy of any such changed, revised, or modified job descriptions prior to the effective date. If the District establishes a new or combined job classification that would properly be included in the bargaining unit represented by the Union, the District shall provide the Association with a copy of the job description for such new or combined job classification prior to the effective date.

Section 14.2. Use of Personal Automobile. Reimbursement for the use of a personal automobile for District authorized school business travel shall be set at the current rate established by the Internal Revenue Service. Application for reimbursement shall be submitted on forms provided by the District.

Section 14.3. No Coercion. Neither the District nor the Association will in any way discriminate against, coerce or intimidate members of the Association, the Board or the District's staff in the exercise of such rights as citizens as are appropriate in their respective roles as employees, Board members or District staff, in the course of or by reason of negotiations between the parties, or, in the application of agreements reached, or, because of membership or non-membership in the Association.

Section 14.4. No Partisan Activity. Neither the District nor the Association will engage in, support, encourage or condone any activity whatsoever which would calculatedly or knowingly engender or tend to engender partisan action or reaction within the student body.

Section 14.5. Part-Time Employees. Part-time employees who work thirty (30) or more hours per week shall be eligible for the economic fringe benefits in accordance with the terms and conditions specified in this Agreement on a pro rata basis. Part-time employees who work less than thirty (30) hours per week shall not be eligible for any of the economic fringe benefits specified in this Agreement.

Section 14.6. Substitute Custodians. Substitute custodians are hired by the District where long-term absences may exist with current employees. Substitute custodians are exempt under the current BESSA Contract and must adhere to I.M.R.F. regulations not to exceed 600 hours of work within a calendar year (January-December).

Section 14.7. Labor-Management Committee. At the request of either party, the President of the Association and the Superintendent, or their designees, shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Association, or designee, may invite other Association bargaining unit members (not to exceed three) to attend such meetings. The Superintendent, or designee, may invite other District representatives (not to exceed three) to attend such meetings. Each party shall submit a written agenda of the items, if any, it wishes to discuss at least three days prior to the date of the meeting. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

Section 14.8. Reimbursement for Non-Negligent Loss of Personal Tools. An employee assigned as a maintenance employee who uses personal tools to perform his/her job duties and responsibilities and who is able to demonstrate to the District's satisfaction that such tools have been damaged, destroyed or stolen on District premises through no fault of the employee shall be reimbursed for the reasonable documented cost of replacement tools.

Section 14.9. School Closings. If schools are closed due to snow, cold or other extreme weather conditions, employees are expected to nevertheless report to work as previously scheduled. Employees may use their own judgment as to whether they can report to work in such circumstances. If an employee is unable to report to work, he/she can use earned and unused vacation or up to one flexible leave day to remain in pay status; regardless whether this day falls in conjunction with a holiday. An employee who has no earned and unused vacation or flexible leave, and who does not report to work shall not be paid for the day.

Section 14.10. Subcontracting. While the District retains the right to subcontract work, the District agrees that during the term of this Agreement it will not subcontract any bargaining unit work, which would result in the layoff of any bargaining unit members. Work, which can be performed properly, safely and economically by the District's Employees, will ordinarily be assigned to such employees. The Employer, however, reserves the right to contract for work which it deems necessary or desirable in accordance with sound principles of school administration. The Employer shall have the absolute right to subcontract work where no bargaining unit Employee who would customarily perform the work is laid off as a direct and proximate result of the decision to subcontract.

ARTICLE 15

MANAGEMENT RIGHTS

Except as specifically modified by other Articles of this Agreement, the Association recognizes the exclusive right of the District to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to establish employment and work qualifications; to schedule and assign work and overtime; to transfer employees; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter and enforce rules (including rules governing employee conduct), regulations, orders and policies; to evaluate employees; and to carry out the mission of the District; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 16

EFFECT OF AGREEMENT

Section 16.1. Entire Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment.

Section 16.2. Waiver. The District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement. It is specifically understood by the parties, however, that nothing herein shall prevent the District and the Association from mutually agreeing in writing to modify this Agreement.

Section 16.3. Precedence of Agreement. If there is any conflict between the terms and provisions of this Agreement and the terms and provisions of the District's Educational Support Personnel Employee Manual, the terms and provisions of this Agreement shall prevail.

ARTICLE 17

SAVINGS CLAUSE

If any article, paragraph, sentence or clause is held to be in conflict with any article, paragraph, sentence or clause of existing written procedures found in the District or building handbooks, then articles, paragraphs, sentences or clauses of this Agreement shall supersede. Further, in the event that any article, paragraph, sentence or clause of this Agreement is held to be invalid by law, such article, paragraph, sentence or clause shall be deemed of no effect, but such determination shall not affect any remaining portion of this Agreement.

ARTICLE 18

REOPENING

Between May 1, 2018 and May 15, 2018, either party may notify the other party in writing of its desire to reopen the Agreement for negotiations relative to hourly rates of pay, insurance and a maximum of two other non-economic articles (except Article 15) suggested by each party, and other mutually agreed upon items. Upon such notice being given, the duly authorized representatives designated by the parties will meet on June 1 or on another mutually agreed upon date.

Failure to reach agreement on any items legitimately subject to such reopening shall revoke Article 6 with respect to such items and nothing else until such time as agreement is reached.

ARTICLE 19

TERM OF AGREEMENT

Unless otherwise specified herein, this Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of June, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (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 forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 20th day of May, 2013.

BELVIDERE COMMUNITY UNIT
SCHOOL DISTRICT #100

BELVIDERE EDUCATION SUPPORT
STAFF ASSOCIATION, IEA-NEA

By  _____

By  _____

Appendix A

Custodial & Grounds Hourly Wage Table

	FY 12-13 Wages	FY 13-14 Wages
Probation	\$12.25	\$12.25
Step 1	\$13.18	\$13.25
2	\$13.54	\$13.49
3	\$13.98	\$13.85
4	\$14.44	\$14.31
5	\$14.92	\$14.78
6	\$15.41	\$15.27
7	\$15.92	\$15.78
8	\$16.45	\$16.30
9	\$16.99	\$16.83
10	\$17.55	\$17.39
11	\$18.13	\$17.96
12	\$18.73	\$18.56
13	\$19.35	\$19.17
14	\$20.30	\$19.80

Note: Shipping & Receiving Coordinator is \$.40 more per hour than the above Custodian & Grounds Rates, e.g. top pay for FY 13-14 is \$20.97 (FY 12-13 top pay of \$20.30 x 1.0235 + \$.40)

Appendix A (continued)

Maintenance Hourly Wage Table

	FY 12-13 Wages	FY 13-14 Wages
Step		
Probation	\$15.00	\$15.00
1	\$15.92	\$15.92
2	\$16.35	\$16.29
3	\$16.89	\$16.73
4	\$17.45	\$17.29
5	\$18.02	\$17.86
6	\$18.62	\$18.44
7	\$19.23	\$19.06
8	\$19.87	\$19.68
9	\$20.52	\$20.34
10	\$21.20	\$21.00
11	\$21.90	\$21.70
12	\$22.62	\$22.41
13	\$23.37	\$23.15
14	\$24.55	\$23.92

Head Custodian Hourly Wage Table

	FY 12-13 Wages	FY 13-14 Wages
Step		
Probation	\$16.99	\$16.99
1	\$18.49	\$18.49
2	\$20.45	\$20.45
3	\$22.05	\$22.05