

**LABOR CONTRACT
AND
WORKING AGREEMENT**

Between

**The Board of Education
School District No. 140,
Cook County, Illinois**

and

**Service Employees
International Union,
Local 73**

2006-2007, 2007-2008, 2008-2009, 2009-2010

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INTRODUCTION AND PREAMBLE

This Agreement made and entered into effective the 1st day of July, 2006, by and between the BOARD OF EDUCATION, SCHOOL DISTRICT NO. 140, Tinley Park, Cook County, Illinois, hereinafter referred to as the "BOARD" and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 73, hereinafter referred to as the "UNION".

The Parties agree as follows:

ARTICLE I: RECOGNITION

The BOARD recognizes the UNION as the exclusive collective bargaining representative for all full-time custodial employees, excluding supervisors.

ARTICLE II: UNION AND BOARD RIGHTS AND RESPONSIBILITIES

II-1 FAIR SHARE AGREEMENT

a. No employee shall be required to join the UNION as a condition of employment. However, during the term of this Agreement, all non-union members covered by this Agreement, shall be required to pay a fair share fee to the UNION. After certification as provided below, such fair share fees shall be deducted by the BOARD from the earnings of the non-member employees.

b. The fair share fee is for the purpose of deferring the costs of services rendered by the UNION to non-members, including, but not limited to, negotiating and administering this Agreement. Periodically, the UNION shall certify the amount of this fair share fee, which fee may not include any fees for contributions related to the election or support of any candidate for political office, nor may such fair share fee exceed the dues uniformly required of UNION members. This certification must be written and signed by the President/Business Representative

of Local 73 of the UNION and must include a clear statement of the fact that the fair share fee so certified does not include any sum for contributions related to the election or support of any political candidate or party. The BOARD may require the UNION to submit appropriate financial documents demonstrating the method of calculation of the fair share fee. No employee shall be required to pay the fee, nor shall the BOARD be required to deduct the fee, until the certification documents required herein are submitted to the BOARD. Any employee required by this clause to pay a fair share fee who, based upon bona fide religious tenets or teachings, objects to payment of the fee shall not be required to pay it.

c. The UNION shall indemnify, defend, 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 or loss including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the BOARD for the purpose of complying with the above provisions of this clause, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

II-2 NON-DISCRIMINATION CLAUSE

a. The BOARD will not impose reprisals on members of the bargaining unit or discriminate against them by reason of their exercising the rights provided by the Agreement.

b. The UNION also agrees to admit to the membership, to represent and to treat fairly all employees in the bargaining unit regardless of race, religion, color, sex, age, political affiliation, marital status, sexual orientation, national origin and membership or non-membership in any other employee organization.

II-3 MANAGEMENT RIGHTS

a. The UNION recognizes that the BOARD has full authority and responsibility under the laws of the State of Illinois for making decisions as to the employment, dismissal, assignment, transfer, or execution of policy.

b. The BOARD and the UNION recognize, understand, and agree that the BOARD cannot enter into any agreement that impairs the authority vested in the BOARD by law, and that the provisions of any collective bargaining agreement negotiated by the BOARD with the UNION cannot conflict with the provisions of the Constitution of the United States or the Constitution of the State of Illinois, the United States Code, the Illinois School Code, and other pertinent statutes of the State of Illinois, the decisions of the courts of the United States and the State of Illinois, the rules, regulations, and legal opinions of the Attorney General of the State of Illinois, and must be consistent with the best interests of the students and taxpayers of School District 140.

c. The UNION recognizes that in the operation of the schools, the BOARD is governed by the policies, regulations, and criteria for the approval, recognition, and accrediting of schools promulgated by the State Superintendent of Education of the State of Illinois, the Cook County Superintendent of Schools, the North Central Association, and federal agencies whenever and wherever applicable.

d. The UNION recognizes the BOARD'S right to direct the operation of the schools and the BOARD'S right to delegate to its administrators the assignment, promotion, and transfer of all personnel consistent with the terms of this Agreement, as well as the formulation and execution of educational policy.

e. Although the BOARD at all times exercise its exclusive authority, as granted and required by law, to establish policy in all matters relative to the conduct of the affairs of School District 140, it assures the right of all members of the bargaining unit constructively to contribute their ideas on appropriate matters.

II-4 NO STRIKE OR LOCKOUT

a. The UNION agrees not to strike, not to engage in any boycotts or work stoppages, and not to picket in any manner which would tend to disrupt the operations of any public school in School District 140 or the administrative offices of the Board of Education of School District 140.

b. The BOARD shall not engage in any lockout of employees represented by the UNION during the term of this Agreement.

ARTICLE III: GRIEVANCE PROCEDURES

III-1 DEFINITIONS

a. A grievance is a written complaint that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. No grievance shall be processed or entertained unless it is filed in writing in accord with Step 1 within ten (10) days of its occurrence or knowledge of the occurrence.

b. Except where otherwise specifically stated in this Article, the word "day" when used herein shall mean school day except that between the end of a school term in June and the beginning of the next school term, "day" shall mean days when the District's main office is open.

c. Informal Complaint: A sincere attempt should be made to resolve any concerns by oral interview between the employee, immediate supervisor and/or the appropriate administrator before differences become formalized as Grievances.

III-2 STEP 1

The grievant, with or without UNION representation, shall file a written grievance with the employee's immediate administrator within ten (10) days of the occurrence of the event giving rise to the grievance or knowledge of the occurrence. The administrator will then attempt to adjust the matter and shall respond in writing to the employee and the UNION representative, if one was present, within five (5) working days after receipt of the written grievance.

III-3 STEP 2

In the event that the grievance has not been satisfactorily resolved at Step 1, the grievant and/or the UNION, representative shall within five (5) working days after the Step 1 decision was due, present the grievance to the Superintendent. The Superintendent or his/her designee shall respond, in writing, to the grievant and the UNION representative, if one was present, within five (5) working days of receipt of the grievance.

III-4 STEP 3

If the grievance cannot be settled at Step 2, the grievance shall be submitted to the BOARD within five (5) working days after the Step 2 response was due. The BOARD may consider the grievance at its next regularly scheduled meeting and it may continue the matter for a hearing to a later date, not to exceed thirty (30) calendar days from the date it received the grievance. The BOARD shall respond in writing to the grievant and the UNION representative, if

one was present, within five (5) working days after the last meeting of the BOARD at which the grievance was considered.

III-5 STEP 4

If the grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance to arbitration within thirty (30) working days after the Step 3 decision was due. The parties shall attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator within five (5) working days of the date of referral, the parties shall request an arbitrator from the American Arbitration Association or the Federal Mediation Conciliation Service. The selection of the arbitrator shall follow the standard operation procedures of the American Arbitration Association or Federal Mediation Conciliation Service whichever is applicable. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing and shall have no authority to make a recommendation on any other issue not so submitted to him/her. The arbitrator shall make no decision that is in contradiction with the authority vested in the BOARD by law and the Illinois School Code, or other pertinent statutes of the United States and the State of Illinois as well as decisions of the courts of the United States and State of Illinois. The arbitrator shall be requested to submit in writing his/her decision within thirty (30) working days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based only upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be divided equally between the UNION

and the BOARD. All other expenses shall be borne by the party incurring them and each party shall be responsible for compensating its own representatives or witnesses.

III-6 BYPASS

If the UNION and the Superintendent agree, a written grievance may bypass Step 1 and be brought directly at Step 2.

III-7 WITHDRAWAL

A grievance may be withdrawn at any step without precedent.

III-8 MODIFICATION OF TIME LIMITS

Any time limit provided for herein may be modified only by the mutual agreement of the UNION and the Superintendent.

III-9 RIGHT TO UNION REPRESENTATION

Nothing contained in this grievance procedure shall preclude an employee from processing a grievance without the assistance of the UNION, except that the terms of the settlement of any such grievance shall not be inconsistent with the terms of this Agreement, and the BOARD shall advise the UNION settlement of any such grievance reaching Step 2 if a UNION representative was not present.

ARTICLE IV: WORKING CONDITIONS

IV-1 SENIORITY LIST

The BOARD shall keep an updated seniority list of all employees covered by this Agreement. This list will be provided to the UNION once a year.

IV-2 SENIORITY DEFINITION

Seniority shall be defined as the length of continuous service as a bargaining unit employee in School District 140. If length of service is the same, date of employment by BOARD action will be the determining factor.

IV-3 VACANCIES

Whenever a vacancy or newly created position, which is covered by this Agreement, occurs, notice of each such position will be posted in each school office. For the purpose of this section of the Agreement, a vacancy shall be defined only as an open regular full-time position available due to retirement, resignation, or discharge. A copy of all notices posted under this section of the Agreement shall be given to the UNION President, by mailing; or to the UNION Steward, by mailing or, during the school term, by placement in the UNION Steward's school mailbox.

IV-4 PART-TIME TWELVE (12) MONTH WORK YEAR

Regular (permanent) part-time custodial employees (4-hour shift) shall be entitled to the applicable pro-rated wages and sick leave, holidays, business days, and vacation benefits of regular (permanent) full-time custodial employees.

IV-5 PART-TIME TEN (10) MONTH WORK YEAR

Regular (permanent) part-time custodial employees (4-hour shift) shall be entitled to the applicable pro-rated wages and sick leave, holidays, and business days of regular (permanent) full-time custodial employees.

IV-6 PROBATION

a. All new employees shall be hired on a probationary basis for a one (1) calendar year. Beginning with the first day of employment, sick leave, personal/business days, holidays, medical/dental/annuity benefits are effective. This is also the time that either union dues or fair share begins. All employees participate in the Federal Government's Social Security System and Illinois Municipal Retirement Fund.

b. Probationary employees may be dismissed without respect to seniority and no grievance can be filed for such action. Non-probationary employees can be dismissed for just cause.

IV-7 CONTINUATION OF EMPLOYMENT

Continuing employment will depend upon satisfactory evaluations of work performance. In the event of any layoff/reduction in personnel, the reduction shall be in accordance with the provisions of the School Code, Section 10-23.5.

ARTICLE V: PAID HOLIDAYS

V-1 PAID LEGAL SCHOOL HOLIDAYS

Custodial personnel shall be compensated for the following legal school holidays provided school is not in session.

1. Labor Day
2. Columbus Day
3. Veteran's Day
4. Thanksgiving Day
5. Christmas Day
6. New Year's Day
7. Martin Luther King's Birthday
8. Lincoln's Birthday
9. Casimir Pulaski Day
10. Memorial Day

11. Independence Day

Other days declared to be school holidays by the Board of Education for school staff.

V-2 PAID BOARD-APPROVED SCHOOL HOLIDAYS

In addition to the paid legal school holidays as listed in Article V, Section V-1, custodial personnel will also be compensated for the following BOARD-approved school holidays:

- a. Day following Thanksgiving
- b. Christmas Eve
- c. New Year's Eve

V-3 EXCEPTIONS

When paid holidays fall on a Saturday or Sunday, then the preceding Friday or the following Monday will be observed as a paid holiday only if school is not in session. Employees assigned to the Kirby School shall receive the same number of paid holidays as all other employees but may be required to work on all days that the Easter Seals program is in session.

ARTICLE VI: LEAVES

VI-1 SICK LEAVE

a. Absence for personal illness, quarantine at home, serious illnesses or death in the immediate family shall be allowed with full pay, not exceeding twelve (12) working days for full-time employees employed on a year-round basis and twelve (12) four-hour working days for part-time employees employed on a year-round basis in any one school year from July 1st to June 30th. Employees who use three (3) or less sick leave days during any contract year, shall be awarded three (3) additional sick leave days as of July 1st of the next contract year. Unused sick leave shall have unlimited accumulation. For purposes of this section, "immediate family" shall

include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

b. In all absences under this Section, exceeding two (2) consecutive working days, or as the Employer may deem necessary in other cases, the employee may be required to file a physician's certificate with the Superintendent or designee as a condition to the use of paid sick leave.

c. If the District at any time feels an employee has abused sick leave, the District may require a physician's note. The District and the UNION shall work together with the employee who is abusing sick leave to help correct the problem. The UNION will cooperate with the District in every way to resolve sick leave abuse.

VI-2 PERSONAL/BUSINESS LEAVE

Each employee may be entitled to up to three (3) emergency or personal business leave days per year, subject to approval of the Superintendent. The employee shall apply to the Superintendent in writing stating the explanation for use of such leave at least two (2) days prior to its use or as soon as practical. Personal/business leave days shall not be allowed or taken before or after a holiday, with the exception of a bona fide emergency or religious holiday. Any unused personal/business leave days will accumulate to sick leave.

ARTICLE VII: MEDICAL/HEALTH INSURANCE

VII-1 INDIVIDUAL PLAN

The BOARD will contribute 90% of the cost of the single HMO insurance premium for each eligible employee carrying individual coverage.

VII-2 FAMILY COVERAGE

The BOARD will pay 70% of the cost of the HMO family insurance premium for each eligible employee carrying family coverage. The employee shall pay the remaining cost of the HMO family insurance premium. If PPO health insurance is chosen by the employee, the BOARD will contribute toward the cost in the same amount as it contributes for those selecting the HMO.

VII-3 ANNUITY OPTION

Employees who were employed with the District as of June 30, 2006, and who elected in that year not to participate in the health insurance plan extended by the BOARD may continue to elect, as an alternate to have the BOARD contribute a total sum of \$1,700.00 toward the purchase of an annuity in a Tax Sheltered Annuity Plan. The BOARD will contribute \$130.77 every other pay check for thirteen (13) pay checks.

VII-4 CHANGE IN COVERAGE

Each contract year during the open enrollment period and in no case later than July 1 of each successive contract year, all bargaining unit members must notify the Superintendent's office in writing as to whether they wish to participate in either single or dependent medical/health benefits. Any employee who fails to give this notice shall be deemed to have selected to continue participation as the employee had during the preceding contract year. Any bargaining unit member employed after September 1 during any school term, shall have five (5) days from the date of commencement of work to make a benefit selection. Any employee who, during the school year, wishes to change from single to dependent medical/health benefits may do so provided; however, that any additional expense resulting from the change paid by the

individual employee until the next contract year at which time the employee shall participate on the same basis as all other employees in the group. However, if an employee, due to marriage, birth or adoption of a child, death in the employee's immediate family, divorce, or the involuntary lay-off of a spouse, needs to obtain single or family coverage, such employee may enter the appropriate group and participate on the same basis as that already in that group.

VII-5 DENTAL INSURANCE

Employees may elect to participate in the District's group dental insurance plan as it may exist from time to time. Any such participation shall be only permitted by the District's insurance carrier and in accord with the carrier's requirements. The BOARD will pay 100% of the individual premium. Employees who choose not to take the dental insurance shall be provided the option of having that dental premium go toward their health insurance premium.

VII-6 VISION INSURANCE

The District 140 Board will pay 100% of the cost of monthly premiums for vision insurance for employees who elect to participate in the plan selected by the District. Dependent coverage will be at full cost to the employee.

VII-7 SALARY REDIRECT

The BOARD will take such action as is necessary to allow for the payment of employee contributions toward health and dental insurance to be made by salary reductions so that those contributions may be exempt from federal income tax so long as such is permitted by applicable law.

ARTICLE VIII: VACATIONS

Custodial vacations may be scheduled throughout the contract year except for the week prior to school upon approval of the supervisor of custodians prior to the beginning of the contract year. Vacations must be approved by the supervisor of custodians with priority given for the continuation of current programs, arrangement of summer projects, and the ability to open school in a safe, clean environment. Scheduling of vacation shall be based upon seniority. Any unused earned vacation will be forfeited if not taken in the contract year immediately following the year in which the vacation is earned.

Employees who have been in active service at a regular salary for a period of twelve (12) months shall be entitled to one (1) week with full salary. Employees who have been in active service at a regular salary for a period of two (2) to five (5) years shall be entitled to a vacation of two (2) weeks with full salary; and after five (5) years, shall be entitled to a vacation of three (3) full weeks with full salary. One day additional shall be granted for each succeeding year after five (5) years, to a maximum of five (5) extra days reached after ten (10) years. Those employees who have not completed a full year of continuous service during the first year of their employment on or prior to June 30, will have vacation pro-rated. Decisions regarding vacations shall be reviewed by the the supervisor of custodians, with the final decision resting with the Superintendent or designee.

ARTICLE IX: COMPENSATION

The salary rates for contract years 2006-2007, 2007-2008, 2008-2009 and 2009-2010 shall be in accord with the attached Salary Plan, EXHIBIT A, attached hereto. Employees, who start work prior to January 1, advance to the next year's salary rate on the following July 1. Employees, who start work after January 1, advance on July 1 of the next year.

IX-1 OVERTIME

a. Prior approval for overtime pay for emergency conditions or special projects must be granted by the Superintendent or his designee. A record of overtime is to be kept by the Supervisor of Custodians and processed through the building administrator to the Business Office by the last day of each pay period. The immediate supervisor shall be responsible for securing overtime.

b. All hours actually (on the job at work) worked in one (1) week in excess of forty (40) hours shall be at time and one-half of the regular hour by rate of pay. Holidays, approved bereavement leave, and approved jury duty leave will count as actual work hours.

c. The BOARD will attempt to equalize overtime opportunities to qualified employees. Overtime shall be on a rotation basis for all full-time employees by seniority for outside activities and confined to individual schools when possible. If an employee refuses an opportunity to work overtime, it shall be counted as if it was worked for purposes of this section.

d. The immediate supervisor shall be responsible for maintaining a list of overtime, determined by seniority, and submit this list to the building administrator. Monthly overtime logs will be reviewed annually by the Business Office.

e. A night differential of twenty cents (\$.20) per hour will be paid for any Midnight to 8:30 a.m. shift i.e., a regular third shift assignment.

ARTICLE X: RETIREMENT

X-1 COMPENSATION FOR UNUSED SICK LEAVE

Upon the death of a regular full-time employee who has eight (8) years of continuous service, his/her beneficiary will receive thirty dollars (\$30.00) per day for unused sick leave.

Unused accumulated sick days not utilized for retirement purposes with IMRF shall be paid at the rate of thirty dollars (\$30.00) per day.

X-2 INDIVIDUAL HEALTH INSURANCE COVERAGE

For employees hired prior to July 1, 1992, the BOARD will pay the individual health insurance coverage for retiring employees who have been employed in School District 140 for twenty (20) years or more, and have accumulated a minimum of one hundred eighty (180) sick leave days. The employee must be insured under the provision of the District's group hospital plan prior to retirement. In no event shall the Board of Education contribute a sum greater than the amount contributed for the employee upon the date of his/her retirement. Annually, the District will notify employees of any premium increase and the amount, if any, that they must contribute toward the cost of health insurance provided pursuant to this clause.

X-3 EARLY RETIREMENT PROGRAM

A Retirement Incentive Program shall be available to all full-time employees. In order to qualify, an employee must sixty (60) years of age or older, must have at least ten (10) years of full-time employment in the District, and must provide the Superintendent with an irrevocable written notice of the employee's intent to retire no later than March 1 prior to the employee's retirement date. Employees who so qualify shall receive a stipend of \$8,000.00 for an employee who retires at the end of the 2006-2007 fiscal year, \$7,000.00 for retirement at the end of 2007-2008, \$6,000.00 for retirement at the end of 2008-2009 fiscal year, and \$3,000.00 for retirement at the end of the 2009-2010 fiscal year. Upon receipt of the employee's irrevocable written notice of retirement, the additional stipend to be paid hereunder shall be spread equally in the employee's remaining pay periods to the date of retirement or in the pay periods of the

employee's last twelve months of employment whichever is more. This clause is only in effect for the duration of this contract.

ARTICLE XI: NO CONTRACTING OUT

The Board of Education may at any time during the term of this contract commission and conduct a study of the feasibility, economies, and impact of contracting with a private service company to provide custodial services for the District. Such study shall be under the direction of the BOARD and Administration. The BOARD will determine the scope of the study and the size and membership of a committee created to assist in the study. Membership on the committee will be determined by the BOARD with no more than two (2) positions being allotted to members of the bargaining unit.

The Board of Education will define the authority of the committee. The committee will not make a decision as to the feasibility of contracting the custodial services, rather it will submit information to the BOARD.

If during the length of this contract, or upon its termination date, the Board of Education determines that it is in the best interest of the District to enter into an agreement with a contracted vendor to provide custodial services, the impact of such decision will be negotiated with the Custodial Union as required by the IELRA.

The Board of Education further agrees that while it may study the feasibility of a contracted custodial service during the term of this Agreement, it will not implement such a service prior to expiration date of this Agreement.

ARTICLE XII: DURATION

This Agreement shall be effective as of July 1, 2006, and shall remain in full force and effect until June 30, 2010. Either party shall notify the other, in writing, between January 15th and March 15th of the year in which this Agreement is to expire, that it desires to modify, change, amend or terminate this Agreement. Upon receipt of such notice, negotiations shall commence on a mutually agreeable date prior to the date of expiration of this Agreement.

_____ day of _____, 2006.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 73

BOARD OF EDUCATION OF SCHOOL
DISTRICT NO. 140

BY: _____
PRESIDENT

BY: _____
PRESIDENT

BY: _____
BUSINESS AGENT

BY: _____
SECRETARY

BY: _____
UNION COMMITTEE

BY: _____
SUPERINTENDENT

BY: _____
UNION COMMITTEE

BY: _____
UNION COMMITTEE

EXHIBIT A: SALARY PLAN

2006 - 2007				2007 - 2008				2008 - 2009				2009 - 2010			
Step	Hourly Wage	FTE	YTD Salary	Step	Hourly Wage	FTE	YTD Salary	Step	Hourly Wage	FTE	YTD Salary	Step	Hourly Wage	FTE	YTD Salary
1	10.55	0.00	0.00	1	10.55	0.00	0.00	1	10.60	0.00	0.00	1	10.60	0.00	0.00
2	10.95	5.00	113,880.00	2	10.95	0.00	0.00	2	11.00	0.00	0.00	2	11.00	0.00	0.00
3	11.35	3.00	70,799.04	3	11.55	5.00	120,120.00	3	11.45	0.00	0.00	3	11.45	0.00	0.00
4	11.80	5.50	135,037.76	4	11.96	3.00	74,605.44	4	12.00	5.00	124,820.80	4	12.00	0.00	0.00
5	12.35	3.00	77,088.96	5	12.40	5.50	141,901.76	5	12.46	3.00	77,776.86	5	12.60	5.00	131,060.80
6	12.85	2.00	53,472.64	6	12.95	3.00	80,832.96	6	12.90	5.50	147,577.83	6	13.06	3.00	81,520.86
7	13.90	2.00	57,840.64	7	13.45	2.00	55,968.64	7	13.50	3.00	84,253.48	7	13.50	5.50	154,441.83
8	14.95	1.00	31,104.32	8	14.50	2.00	60,336.64	8	14.00	2.00	58,248.99	8	14.10	3.00	87,997.48
9	15.45	7.00	225,010.24	9	15.55	1.00	32,352.32	9	15.10	2.00	62,833.31	9	14.60	2.00	60,744.99
10	18.55	2.00	77,168.00	10	16.05	7.00	233,746.24	10	16.20	1.00	33,688.01	10	15.70	2.00	65,329.31
11	19.10	3.00	119,211.46	11	19.10	2.00	79,441.44	11	16.55	7.00	240,904.23	11	16.70	1.00	34,740.25
				12	19.50	3.00	121,658.09	12	19.70	2.00	81,949.48	12	17.05	7.00	248,276.95
								13	19.90	3.00	124,153.65	13	20.30	2.00	84,449.57
												14	20.30	3.00	126,699.12