

MASTER CONTRACT

Between the
NORTH SCOTT COMMUNITY SCHOOL DISTRICT
and
CLASSIFIED
SERVICE EMPLOYEES INTERNATIONAL UNION,
Local #199
for the
School Year
2008-2009

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ARTICLE I
RECOGNITION AND DEFINITION

A. Recognition

The employer recognizes the Service Employees International Union, Local #199, as the certified exclusive and sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's certification in Case Number 4768 issued August 26, 1993 and amended May 20, 2002 by Public Employment Relations Board Case Number 6467. The Unit described in the above certification is as follows:

INCLUDED: All custodians, matrons, grounds, delivery, secretarial, mechanics, maintenance, teacher aides and cooks.
EXCLUDED: Supervisor of buildings and grounds, delivery, head cook, kitchen manager and all other school district employees

B. Definitions

1. The term "Employer" shall mean the North Scott Community School District or, when specified hereinafter, its Board of Education or other representatives or agents.
2. The term "Employee" shall mean those employees specified by the Public Employment Relations Board certification and amendment and described in Section A above.
3. The term "Union" shall mean the Service Employees International Union, Local #199 or when specified hereinafter, its duly authorized representatives or agents.

ARTICLE II
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

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

2. Aggrieved Person

An “aggrieved person” is the person or persons or the Union making the complaint.

3. Party in Interest

A “party in interest” is the person or persons making the complaint and any person, including the Union or the Board, who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

3. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with his principal or immediate supervisor either directly or with the Union's designated representative with the objective of resolving the matter informally.

4. Level Two - Principal (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at Level One, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Union on the form set forth in Schedule A. The grievance form shall be available from the Union representative in each building and said form shall be signed by the grievant and a representative of the Union. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor within twenty-five (25) days of the occurrence giving rise to the grievance. If the grievance involves more than one school building, it may be filed with the superintendent or his designee within such twenty-five (25) day period.

The appropriate principal or immediate supervisor shall indicate his disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Union.

If the aggrieved person or the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievant may appeal the grievance to Level Three within five (5) days of the step two answer.

5. Level Three- Superintendent

The superintendent or his designee shall meet with the aggrieved person and the Union within five (5) school days of receipt of the grievance.

Within ten (10) school days of receipt of the grievance, the superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Union.

6. Level Four - Arbitration

(a) If the aggrieved person or the Union is not satisfied with the disposition of the grievance by the superintendent or his designee, the Union may submit the grievance to arbitration within five (5) school days of the superintendent's step three answer.

(b) Within ten (10) school days after written notice to the Board or designee of submission to arbitration, the Board and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Federal Mediation and Conciliation Services by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties shall alternately strike a name from the list until only one remains. The person whose name remains shall be the arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue his decision not later than fifteen (15) school days from the date of the close of hearings or if oral hearings have been waived,

then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall not add to, subtract from or modify the provisions of this agreement and shall be final and binding on the parties.

- (d) The cost for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the party in interest. Any other expenses incurred shall be paid by the party incurring same.
- (e) For grievances that occur or are processed during June, July, and August ten (10) school days shall mean ten (10) working days.

D. Rights to Employees to Representation

1. Employee and Union

Any aggrieved person must be present at the informal level of the grievance procedure and at any stage of the grievance procedure may at his/her option be represented and/or accompanied by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present at all formal levels as a party of interest and shall have the right to grieve any adjustment of the employee's complaint starting at step one of the grievance procedure if such adjustment is inconsistent or contrary to the provisions of this agreement.

2. Released Time

When a grievance meeting has been scheduled during the working day, said aggrieved person and/or Union representative shall be released without loss of compensation.

E. Miscellaneous

1. Group Grievance

If in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The Union may process such a grievance through all levels of the grievance procedure.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Union. Decisions rendered at Level Four shall be in accordance with the procedures set forth in the Article on Arbitration.

3. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE III
SICK LEAVE

A. Accumulative Benefits

All employees shall be granted one hundred twenty (120) hours with pay each school year as of the first official day of the contact year. Unused sick leave shall be accumulated from year to year to a total of 1440 hours. (i.e., 15 days = 120 hours - 180 days = 1440 hours.) The school year shall be from July 1 to June 30. Employees will accrue hours in the same ratio as to the hours they work in a day. Example: Employees that are scheduled to work 5 hours per day will receive 75 hours per year, employees scheduled to work 4 hours per day will receive 60 hours per year, etc.

B. Notification of Accumulation

Employees shall be given by October 1, of each year, notice of accumulated sick leave as of the beginning of the current year.

C. Definition

1. Sick leave shall be that leave which is necessary because of illness or injury of the employee of such nature that the employee cannot perform the duties of his/her position.
2. Family Illness: Up to seven (7) days of leave per year with pay shall be granted to employees for serious illness or accidents in the employee's immediate family -- immediate family being defined as husband, wife, children, parents of spouse and parents of employee. The term "children" includes grandchildren, stepchildren, foster children and custodial children (such as but not limited to foreign exchange students), where one of these children is actually residing with the employee, as part of the employee's family unit, at the time of the serious illness or accident. The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for the use of such leave.

D. Job Related Illness or Injury

Absence due to injury or illness incurred in the performance of duties in accordance with board policy shall be charged against sick leave unless salary reimbursement is covered by Workmen's Compensation.

ARTICLE IV

TEMPORARY LEAVES OF ABSENCE

A. Request for Temporary Leave

Any request for temporary leave shall be filed in writing with the employee's principal or immediate supervisor four (4) working days prior to the date of absence. In case of emergency situations, requests may be made and permission for such leaves granted without prior written filing of request. Properly filled out forms for the record shall be filled out upon employee's return to work.

B. Paid Leave

1. Personal Leave

- (a) Personal leave shall be defined as absence from work for personal reasons.
- (b) A person wishing to take personal leave shall make application through their immediate supervisor on forms provided for this purpose indicating dates.
- (c) Two days per year of approved personal leave with pay shall be granted all employees. Approved leave beyond this amount shall be without pay. Personal leave may accumulate up to three (3) days.
- (d) Employees shall have the option of cashing in any unused personal leave days remaining at the close of the previous school year at the substitute pay rate for the employees position times the employees normal hours per day. Employees exercising this option will receive a check therefore in August.

2. Bereavement

- (a) Up to ten (10) days with pay shall be granted at any one time in the event of the death of an employee's spouse or child. Up to five (5) days with pay shall be granted at any one time in the event of the death of an employee's son-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, grandparent, grandchild or any other member of the immediate household. Up to two of the above days may be allowed for use, non-concurrently, to serve as executor or administrator of the estate for the relative. Up to one (1) day with pay shall be granted at any one time in the event of the death of an employee's aunt, uncle, niece, nephew or cousin.
- (b) Up to one (1) day annually with pay may be granted in the event of the death of a friend or relative outside of the immediate family as outlined above.
- (c) When necessary, additional leave days may be applied for under good cause. If such leave is not approved, unpaid leave will be granted.

3. Good Cause

Other temporary leaves of absence for good reason may be granted by the Board or its designee.

4. Jury Duty

Any employee called for jury duty during school hours shall be granted leave with pay. Any fees or remuneration the employee receive except mileage, during such leave shall be turned over to the North Scott School District.

5. Union

Up to ten (10) school days shall be available at the discretion of the Union for representatives of the Union to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations.

6. The school year for the above paid leave shall be July 1 to June 30.

C. Unpaid Leave

Other temporary leaves of absence for good reason without pay may be granted by the Board or its designee. Unpaid leave may be granted for periods of up to one year and may be renewed for similar periods, at the discretion of the Board or its designee. Provided, however, that a permanently disabled employee shall not be granted an unpaid leave of more than twenty-four (24) consecutive months. Leaves taken in pursuant of this Article shall be in addition to sick leave to which the employee is entitled.

D. Family Medical Leave

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act.

Leaves taken pursuant to this Article shall be in addition to sick leave to which the employee is entitled.

ARTICLE V

EXTENDED LEAVES OF ABSENCE

All requests for leave covered in this Article shall be in writing and all responses in writing.

A. Personal Illness or Injury

An employee who is unable to work because of personal illness or injury and who has exhausted all sick leave or who wishes to not use any or all of his sick leave shall be granted a leave of absence without pay for the remainder of the year, and this leave may be renewed each year upon written request by the employee and approval by the Board. All benefits shall continue for the balance of the original contract year.

B. Family Illness

An extended leave of absence for up to one year may be granted to care for sick or injured members of the employee's family after exhausting all sick leave or choosing not to use sick leave. Such leave shall be without pay, benefits or experience credit. Additional leave may be granted at the discretion of the Board.

C. Union

A leave of absence for up to two years without pay, benefits, or experience credit shall be granted to any employee for the purpose of serving as an officer of the Union, its affiliates or on its staff.

D. Military

Leave of absence shall be granted for any period of active state or federal military service. Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave as provided in Chapter 29A of the Code of Iowa.

On completion of such military service, the employee shall be entitled to resume the position formerly held without loss of salary or benefits that would have been received had such leave not been taken. Any employee whose military leave exceeds a continuous period of six (6) months shall make application for reinstatement to the superintendent or his designated representative and return to employment within ninety (90 days) after termination of such military service.

E. Public Office

A leave of absence for up to four (4) years without pay, benefits, or experience credit shall be granted to any employee for the purpose of campaigning for or serving in a public office.

ARTICLE VI
HOLIDAYS

Holidays shall be as follows and shall be paid at the usual rate of pay and for the scheduled hours regularly worked at the time of the holiday.

All nine month employees will be granted the following holidays:

LABOR DAY	CHRISTMAS	WINTER BREAK (1 Day)
THANKSGIVING	NEW YEARS	EASTER BREAK (1 Day)
FRIDAY AFTER THANKSGIVING		
GOOD FRIDAY	MEMORIAL DAY	

All year round employees shall be granted July 4th, December 24th, and December 31st in addition to those listed above. When a holiday falls on Saturday, the employee shall be granted the preceding Friday. When a holiday falls on Sunday, the employee shall be granted the following Monday.

The employer shall notify the Union by July 1 of the school calendar.

ARTICLE VII
VACATIONS

Year round employees (12 months) will be entitled to the following paid vacations:

After one (1) year	40 hours
After two (2) years	80 hours
After five (5 years)	120 hours
After ten (10 years)	160 hours

Year round, part-time (12 month) employees are entitled to the following paid vacation in accordance with the amount of hours worked. For example, 5 hour workers will receive 25 hours after one year; 50 hours after two years; 75 hours after five years; and 100 hours after ten years. Anniversary dates will occur on July 1.

Vacation may be taken any time during the year with the approval of the immediate supervisor and the superintendent.

ARTICLE VIII
EARLY DISMISSAL

When school is dismissed early because of weather conditions, the employee's day shall terminate at the same time as the teacher's unless the employee's job must, at the discretion of the immediate supervisor, be completed that day and employees shall be paid for the hours worked on such days. An employees overtime pay calculation will not be reduced by reason of hours not worked due to an early dismissal because of weather conditions. Employees that leave early on such days will be allowed to make up the lost time during the same pay period in coordination with their immediate supervisor. If the early dismissal occurs on the last day of the pay period the employer will have two working days to schedule the make-up.

ARTICLE IX

LAYOFF AND RECALL PROCEDURES

A. Layoffs

In the event the employer determines that employees must be laid off, those employees with the least seniority within the classification that is to be reduced in number will be the first to be laid off. Two weeks notice will be given to those being laid off.

The layoff classifications discussed above are: Custodian, High School Night Lead Custodian, Elementary Head Custodian, Junior High Head Custodian, High School Head Custodian, Head Groundskeeper, Groundskeeper, Mechanic, Assistant Mechanic, Lunchroom Helpers, Lunchroom Cooks, Lunchroom Bakers, Van Drivers, Attendance Clerks, Secretary, Guidance Secretary, Secretary to Elementary Principal, Secretary to Assistant Principal, Secretary to Junior High Principal, Secretary to Athletic Director, Secretary to High School Principal, Computer Technician, Aides, Aides with Paraeducator Certificates, Sign Language Interpreter, Vocal Accompanist.

B. Procedures

The North Scott Community School District and the Service Employees International Union, Local #199, agree:

- (1) Seniority is only earned in the classification to which the employee is assigned. If an employee changes classification he/she retains the seniority in the previous classification. For layoff purposes the least senior employee within the affected classification will be the first to be laid off.

For instance, an employee with ten (10) years seniority in "custodian" transfers to "aide" and works as an aide for two (2) years, his/her seniority status is ten (10) years "custodian" and two (2) years "aide". If a layoff should occur in "aide", he/she has the right to displace an employee with less than ten (10) years seniority in "custodian".

(2) Employees assigned to a position, or previously assigned to a position, not covered by this agreement, but who maintains continuous employment within the district, shall retain their seniority rights within the classification(s) previously worked should they be reassigned to a position covered by this agreement.

C. Bumping

An Aide with a paraeducator certificate that receives a layoff notice may bump an aide with less seniority. A Secretary in any secretarial classification that receives a layoff notice may bump a lower paid secretary in any other secretarial classification with less seniority. A Mechanic that receives a layoff notice may bump an Assistant Mechanic with less seniority. A Lunchroom Cook or Lunchroom Baker that receives a layoff notice may bump a Lunchroom Helper with less seniority. A Custodian in any custodial classification that receives a layoff notice may bump a custodian in a lower paid custodial classification with less seniority. A Head Groundskeeper that receives a layoff notice may bump a Groundskeeper with less seniority.

D. Seniority List

The employer shall provide the official, current and accurate seniority roster to the union president on an annual basis no later than November 1st of each year.

E. Recall

Employees who are laid off shall have recall rights in the classification from which he/she were laid off, in reverse order of layoff for a period of two (2) years.

ARTICLE X
VACANCIES

Vacancies shall first be filled by recalling any laid off employees according to the procedure set out in Article IX. When all laid off employees have been recalled, vacancies shall be posted in each building at least five (5) days prior to the time the position is filled. Within ten (10 days) of the date of hiring, the employer shall notify the employee being awarded the position, and the president of the Union of the disposition of the vacancy. The employer will send a list of all vacancies which occur during the summer to the president of the Union prior to posting. All employees shall have the right to apply for any position and shall be notified of the disposition of the vacancy. Positions will be filled according to the discretion of the employer after giving consideration to all applicant's qualifications and the job requirements. The most qualified applicant as determined by the employer shall be selected to fill vacancies. If two or more applicants are determined to be substantially equal in qualifications, seniority shall be given preference. Seniority is defined as the length of time from the employees last date of hire. Provided however, the employer shall have the right to fill vacancies immediately if substitutes cannot be found.

All new hires shall serve a one hundred twenty (120) day probationary period at the beginning of their employment to give the employer a chance to evaluate the employee to determine if employment will be continued or terminated. The employer will evaluate the employee at least 30 days prior to the end of the probationary period. At the end of the probationary period the employer will notify the employee of his/her employment status.

The official posting will include, but not be limited to, job classification, location (if applicable), hours per day, regular days of the week and number of days per year.

ARTICLE XI

UNION MEETINGS

One hour shall be allowed twice each year without loss of compensation to attend Union meetings. The administration shall approve the time of the meetings.

ARTICLE XII

WAGES

A. Hourly Rate of Pay

The hourly rate of pay of each classification of employees covered by this agreement is set forth in Appendix "A" attached hereto. Anniversary dates shall occur July 1.

B. Method of Payment

Employees shall be paid every other Thursday for work performed or paid leaves of absence through that previous Sunday. All pay checks will be direct deposit.

C. Overtime Compensation

Overtime shall include only that work performed by the employee at the direction of the immediate supervisor. Overtime shall be computed on an actual time basis, and shall be for hours worked over forty (40) hours in a week. Overtime shall be paid at a rate of time and one-half of the employee's regular straight time hourly rate. If an employee works overtime on a Saturday or Sunday as the result of a non-school sponsored activity in which the district charges a fee to the organization renting the building, the employee shall be paid double time as a part of the rental fee.

D. Paid Holidays and Paid Sick Leave

Employees shall be compensated for paid holidays and paid sick leave at a rate which is commensurate with their normal work day.

ARTICLE XIII
DUTY-FREE LUNCH

Employees shall receive a one-half hour duty free lunch without pay.

ARTICLE XIV
EXTRA-DUTY

Custodians shall be allowed to trade extra-duty with another custodian, providing it is agreed upon by both custodians involved with the approval of the supervisor.

ARTICLE XV
ACTIVITY PASS

Each employee shall receive a pass (non-transferable) for his or her admission to all school sponsored activities.

ARTICLE XVI
DUES DEDUCTION

A. Authorization

Any employee who is a recognized member of this bargaining unit may sign and deliver to the Board an assignment authorizing payroll deduction of dues to SEIU Local 199. The form of authorization shall be established by the Union and shall be in compliance with State and Federal law, a copy of which is attached to this Agreement. Such deduction shall commence within thirty (30) calendar days following delivery of authorization to the Board. The Union will deliver to the employer no more than once in any twelve months, the amount of dues to be deducted for each member.

B. Termination

It shall be understood that authorization may be revoked in writing at any time by a thirty (30) day notice to the Board and the Union.

C. Transmission of Dues

Dues will be transmitted to the Union within (10) school days following the pay period in which deduction is made. The Union agrees to hold the Board harmless against any claims or liability arising out of the operation of this article.

ARTICLE XVII

OTHER PAYROLL DEDUCTIONS

Upon the appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for tax sheltered annuities and the Alliance Credit Union. The employer will provide the employee with an annual notice of the last date for submitting forms for deduction and the final date to change deductions. Annuities and credit union withholdings are binding for twelve (12) months and are not subject to change for twelve (12) months.

ARTICLE XVIII
INSURANCES

All employees working thirty (30) or more hours per normal work week shall be eligible to elect coverage in the following insurance plans. The Board shall select the carrier.

A. Health and Major Medical

Each eligible employee and his or her immediate family members shall be covered by a health and major medical program that meets the following minimum specifications:

1. Hospitalization for a maximum of 365 days at semi-private room rates, equivalent to the policy in force during the school year 1983-84.
2. An unlimited diagnostic X-ray and laboratory service rider, which includes both in-patient and out-patient care.
3. Major medical, hospitalization, and physician expenses shall be subject to a \$250 deductible for single and \$500 deductible for family and co-insurance limit of 20% for employees. The maximum out of pocket expenditure for employees in a benefit year shall be \$800 single and \$1,600 for family for medical including deductible. Note: This also increases Drug Card co-pays to: Brand-\$20.00; Generic-\$8.00; Mail Order Brand-\$40.00; Mail Order Generic-\$15.00.
4. The plan will require pre-admission certification and utilization review.
5. The employer shall pay 100% of the single premium of the eligible employee and 90% of the eligible employee family premium. The employee shall pay the balance of the family premium cost. The amount of the employee's contribution will be set annually and will not be changed during that contract year.

B. Life

Each eligible employee shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit of \$20,000.00 double for accidental death up to age 65.

C. Disability

Each employee shall be covered by a long-term disability insurance program, paid for by the Board that provides the following benefits. Benefits shall begin after 90 calendar days or upon termination of the employee's sick leave if greater than 90 days and continue at 60% to age 65 for accident or sickness:

1. Monthly maximum of \$4,167.00.
2. No exclusions on mental or nervous conditions, alcohol or drug addiction.
3. Social Security freeze.
4. Rehabilitation to be handled on a case by case basis.
5. No pre-existing condition or eligibility waiting period.
6. Over-all income limit of 75% of covered monthly compensation.
7. Recurrent disability clause of three (3) months.
8. Two year limitation of job description.
9. Minimum monthly benefit of \$50.00
10. Continuation of benefits if master policy is terminated.

D. Dental Insurance

Employee dental insurance equivalent to Delta Dental Plan I in force during the 1983-84 school year. Two District married employees may elect family insurance and the District will pay the equivalent amount of two (2) single premiums toward the cost of the family plan.

E. Workmen's Compensation

Each employee shall be covered by workmen's compensation paid for by the Board. Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave days when said absence results in salary payment by workmen's compensation.

F. Optical

Each eligible employee shall be covered by a school-paid optical insurance plan which covers all but a \$5.00 charge for eye examinations, new lenses, and for contact lenses every 12 months, and for new frames every 24 months.

When a family plan is elected by one of two District married employees, the District will pay the equivalent amount of two (2) single premiums toward the cost of the family plan.

G. Tax Free-Salary Reduction

The District shall make available to eligible employees a pre-tax deduction Section 125 Flex II plan to pay the medical insurance premium expenses, dependent care, and other unreimbursed medical expenses.

ARTICLE XIX

HOURS OF WORK

- A. The purpose of the Article is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work shall be made by the employer and may be changed from time to time to meet changing needs.
- B. The normal work week for regular full time employees shall be thirty (30) to forty (40) hours work excluding lunch periods. The normal work week for regular part-time employees shall be less than thirty (30) hours excluding lunch periods.
- C. When other than emergency changes in the work schedule are made, employees will be given one week's notice.
- D. Those so-called nine-month employees that are hired for part-time summer work on a regular basis will be treated as 12-month employees if the summer work plus their 9-month job is substantially equivalent to 12 months employment.
- E. Employees regularly working fewer than 5 days per week, (except employees that are involuntarily transferred to such positions and except employees holding such positions as of May 1, 2008) will receive pro-rated sick leave and family illness benefits in the proportion that weekly hours normally worked bare to a 40 hour per week employee.

ARTICLE XX

EVALUATION

The supervisor and or designee shall continuously evaluate the services of the classified staff and shall submit such evaluations in writing to the superintendent of schools. Within three weeks after the beginning of the school term, the administration shall advise the classified staff of the evaluation procedures and instrument to be used. No formal evaluation will take place until such orientation has been given. If a classified employee is hired to begin work after the start of the school term, the three

weeks above will commence on the first day of employment. The evaluator will hold a conference with the employee to provide suggestions for improvement. Evaluations will be completed by June 1 of each year for the first three years of employment, thereafter employees will be evaluated at least every third year. Re-evaluations may be completed after June 1. The evaluator shall provide a written copy of the evaluation to the employee. If the employee disagrees with the written evaluation, the employee may submit a written reaction within five (5) days of receipt of a copy of the written evaluation. The written reaction shall be attached to the file copy of the evaluation. Both parties must sign the evaluation and reaction. An evaluation with an unsatisfactory rating or recommendation to terminate employment may be grieved under the procedures set forth in this agreement.

ARTICLE XXI

FILES

Copies of any materials evaluative in nature which are placed in his/her personnel file are to be provided to the employee within ten (10) school days of its placement in the file. The employee shall sign and date evaluations at the time they are placed in the file. The signature shall mean awareness of the material and not agreement.

ARTICLE XXII

COMPLIANCE CLAUSES AND DURATION

A. Separability

If any provision of this agreement or any application of this agreement to any employee or group of employees is held contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law and the Board and Union shall enter into immediate negotiations to comply with the law. All other provisions or applications shall continue in full force and effect.

B. Printing Agreement

Copies of this agreement shall be given to all present and new employees by the Board and the Board shall provide the Union with ten (10) copies.

C. Notices

Whenever any notice is required to be given by either of the parties of this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by e-mail or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Union to Board: Superintendent at his/her place of work.
2. If by Board to Union: Union Representative at his/her place of work address.

D. Duration Period

The language of this agreement shall be in effect as of July 1, 2008 and shall continue in effect until June 30, 2009.

E. Signature Clause

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the ____ day of _____2008.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL #199

By _____
Local President

By _____
Chief Negotiator

By _____
Chapter Co-President

By _____
Chapter Co-President

NORTH SCOTT COMMUNITY
SCHOOL DISTRICT

By _____
Its President

By _____
Chief Negotiator

By _____
Board President

CUSTODIAN AND GROUNDSMEN

2008-09

		<u>Step</u>	<u>C</u>	<u>C-1</u>	<u>C-2</u>	<u>C-3</u>
C	Custodians	1	13.97	14.22	14.43	14.75
	Groundskeeper	2	14.14	14.38	14.59	15.44
		3	14.29	14.52	14.73	16.19
C-1	High School Night Lead Custodian Elementary Head Custodian					
C-2	Junior High Head Custodian					
C-3	High School Head Custodian Head Groundskeeper					

MECHANICS

2008-2009

		<u>Step</u>	<u>AM</u>	<u>M</u>
AM	Assistant Mechanic	1	13.50	16.69
M	Mechanic	2	14.01	17.19
		3	14.51	17.69

LUNCH ROOM

2008-2009

		<u>Step</u>	<u>H</u>	<u>CK</u>
H	Helpers	1	9.93	10.15
		2	10.06	10.31
CK	Cook/Baker/Van Driver	3	10.21	10.46
		4	10.34	10.62
		5	10.57	10.87

SECRETARIAL STAFF

2008-09

		<u>Step</u>	<u>S</u>	<u>S-1</u>	<u>S-2</u>	<u>S-3</u>
S	Attendance Clerk	1	10.76	11.33	11.70	11.83
	Secretary	2	11.12	11.68	12.12	12.27
		3	11.27	11.83	12.29	12.46
S-1		4	11.42	11.98	12.44	12.66
		5	11.67	12.25	12.69	12.96
S-2	Guidance Secretary Secretary to Elementary Principal Secretary to Assistant Principal Secretary to Junior High Principal Secretary to Athletic Director					
S-3	Secretary to High School Principal					

TEACHER AIDES

2008-2009

		<u>Step</u>	<u>A</u>
A	Aides	1	10.20
		2	10.34
		3	10.50
		4	10.64
		5	10.90
B.	Aide with ParaEducator Certificate	<u>B</u>	
		1	10.45
		2	10.59
		3	10.75
		4	10.89
		5	11.15

SIGN LANGUAGE INTERPRETER

2008-2009

		<u>Step</u>	<u>LI</u>
		1	13.56
LI	Sign Language Interpreter	2	14.11
	Vocal Accompanist	3	14.59

COMPUTER TECHNICIANS

2008-2009

		<u>Step</u>	<u>LI</u>
		1	13.55
CT	Computer Technicians	2	14.11
		3	14.59

LAST NAME (Please print)

FIRST NAME

MIDDLE INITIAL

APPLICATION FOR MEMBERSHIP
SERVICE EMPLOYEES INTERNATIONAL UNION
Local Union No. #199

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

Date.....Signature.....

Address.....City.....

State, Zip No. Employer

Home PhoneSocial Security No.

Classification of WorkHire Date

Birth Day Age Witness

Check-off Authorization and Assignment

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

I authorize these deductions for and in consideration of the Union's activities in representing me with respect to collective bargaining and without regard to my present or future membership in Local 199. This authorization and assignment shall be irrevocable for the terms of the applicable collective bargaining agreement between my employer and Local 199, or for one year, whichever is lesser unless I give written notice of my desire to revoke same by certified mail to Service Employees Local 199 and my employer at least 30 days and not more than 75 days before any periodic renewal date of this authorization and assignment.

Name of Firm Where You Are Employed

Signature

Witness Date.....

White Copy to Union Office

Yellow Copy to Management

