

**AGREEMENT**

**between the**

**Board of Education**

**of**

**Riverside School District No. 96**

**and**

**Local Union No. 714**

**International Brotherhood of Teamsters**

**2009-10; 2010-11; 2011-12**

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**ARTICLE I**  
**RECOGNITION**

**A. Bargaining Unit Representative**

The Board of Education of Riverside School District No. 96, Cook County, Illinois (hereinafter referred to as the "Board"), recognizes Local Union No. 714, International Brotherhood of Teamsters (hereinafter referred to as the "Union"), as the exclusive representative for all custodians employed, but excluding all supervisors, managerial employees, confidential employees, short-term employees and students as defined in the Illinois Educational Labor Relations Act.

**B. Definition**

The term "custodian," when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit as described in Section A above of this Article.

## ARTICLE II

### MANAGEMENT RIGHTS

#### A. Board Prerogatives

The Union acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, limited only by the lawful provisions of this Agreement, including, but not limited to, such areas of discretion or inherent managerial policy as the functions of the Board, standards of service, the overall budget, the organizational structure, the selection of new employees and the direction and assignment of employees.

#### B. Reservation of Rights

It is expressly understood and agreed by the Union that all functions, rights, powers, or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board as authority vested in it by the laws and constitutions of Illinois and the United States and as authority properly exercised by it.

#### C. Authority to Subcontract, Reorganize and Lay-Off

Except as otherwise limited by the terms of this Agreement, the Board specifically retains its discretionary authority to determine whether any work performed by custodians, in whole or in part, shall be subcontracted out for performance by non-bargaining unit employees or independent contractors. The Board further reserves its authority to reorganize custodial functions and lay off custodians as determined in the Board's sole discretion.

There shall be no subcontracting of work, in whole or in part, while any bargaining unit employee is on lay off. Furthermore, the Board shall not subcontract work covered by this agreement without first informing the subcontractor of the premises of the Agreement, and shall make said subcontract conditional upon such subcontractor assuming all of the economic obligations of this Agreement and all outstanding grievances pending against the Employer, with the understanding that upon the expiration hereof, then an Agreement will be negotiated with such subcontractor by the Union. It shall also be a condition of said subcontract that all current employees must be retained and shall suffer no reduction in wages, benefits and terms and conditions of employment.

## **ARTICLE III**

### **UNION RIGHTS**

#### **A. Dues Deduction**

The Board shall deduct from each custodian's pay the dues of the Union and of its affiliated organizations, provided that the custodian has voluntarily supplied the Board with a signed authorization for such deductions on a form prepared by the Union. Such deductions shall not vary in amount from paycheck to paycheck during any single school year. The payable dues shall annually be certified by the Union. A custodian's authorization shall remain in effect according to its terms, but not longer than the duration of this contract, provided that an authorization may be revoked by giving fifteen (15) calendar days written notice to the Board. An authorization shall be deemed to be automatically revoked upon termination of employment. A dues authorization shall be effective not later than the first regular Board meeting following its receipt provided the matter can be timely placed on the Board agenda.

All dues deducted by the Board shall be remitted to the Union not later than ten (10) calendar days after such deductions are made. The Union, in accepting such dues, agrees to indemnify and hold the Board harmless against all claims, demands or suits for any and all actions taken or not taken for the purpose of complying with this section.

#### **B. Fair Share Payments**

During the term of this Agreement, any custodian who is not a member of the Union shall pay to the Union annually his/her fair share of the cost of the collective bargaining process and contract administration as measured by the proportionate amount of dues uniformly required by members of the Union.

Annually, the Union shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. If the non-member custodian has not made payment to the Union within 30 days of the demand/certification, the Board will commence to deduct the fair share fee payment from the earnings of the non-member custodians and pay it to the Union in the same manner as provided in Section III.A above and in accordance with the rules and regulations of the Illinois Educational Labor Relations Board.

Non-member custodians who object to the amount of the fair share fee have the right to file objections pursuant to the internal procedures established by the Union for objecting to the amount of the fair share deduction. Additionally, non-member custodians who object to the amount of the fair share fee have the right to file objections with the Illinois Educational Labor Relations Board pursuant to its rules and regulations. Upon any such filing and notice of objection, the parties shall place in an interest-bearing escrow account the amount of each objector's fair share payments in accordance with the rules and regulations of the Illinois Educational Labor Relations Board.

If a non-member custodian declares the right of non-association based either upon bonafide religious tenets or teachings of a church or religious body of which the custodian is a member, such non-member shall be required to pay an amount equal to his or her proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Union. If the affected custodian and the Union are unable to reach an agreement on the matter, the custodian shall select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board in accordance with its rules.

The Union 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, including attorneys' fees incurred, that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this section, or in reliance upon any list, notice, certification, affidavit or assignment furnished under any of such provisions.

## ARTICLE IV

### CUSTODIAN WORKING CONDITIONS

#### A. Seniority Definition

Seniority shall be defined as the length of continuous full-time service from date of last hire of a bargaining unit member. Upon successful completion of the probationary period, a custodian's seniority shall revert to date of hire.

#### B. Reduction in Force and Recall

1. If the Board determines to reduce the size of its custodial staff, such reductions shall be made in reverse order of seniority within the bargaining unit, provided, however, that the custodian(s) with greater seniority possess the skills, qualifications, and abilities necessary to fill the position(s) of the custodian(s) with less seniority.
2. If the Board increases the number of custodians within one year from the effective date of a staff reduction, or from the beginning of the next school year, the Board shall first offer reemployment to the custodian(s) laid off (by classification) in the reverse order of the reduction. This provision shall not apply to probationary custodians. Any custodian so recalled shall not be deemed to have suffered a break in employment as a result of the staff reduction, but the custodian shall not accrue any benefits, including seniority, for the period of the reduction.
3. Notice of recall shall be sent to a custodian by certified mail (return receipt requested) to the last address submitted to the Board by the custodian. Failure of the custodian to affirmatively respond to such notice within five (5) calendar days of its receipt, or within ten (10) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board under this article.

#### C. Vacancies

When vacancies occur or new positions are created within the custodial bargaining unit, as determined by the Board, a vacancy notice shall be posted in all buildings. All qualified custodians shall be permitted to apply for any such job. The job shall be awarded to the custodian having the most seniority in the bargaining unit, if all factors, including but not limited to training, experience, evaluations, and ability to perform the work are equal.

**D. Overtime Assignments**

The Board shall make a reasonable effort to assign overtime to custodians on an equitable basis, taking into consideration the ability of specific custodians to perform the work, work locations, the comparative value of hiring substitutes, fiscal restraints, seniority, and other pertinent factors. In the event that a custodian is scheduled to work a specific period of time as overtime, the employee shall be paid for the actual time scheduled, regardless of whether the event ends earlier, unless, within 24 hours of the time the scheduled overtime is to begin, the employee is notified that the event has been canceled, in which case the employee shall not be compensated. In the event of an early cancellation or in the event that a scheduled activity ends early, the Administration reserves the right to assign work to the employee for the remainder of the scheduled but unassigned time. The Board shall reasonably attempt to offer overtime to custodians.

**E. Involuntary Transfers**

In the event an employee is involuntarily transferred, the employee shall have the right to discuss the transfer with his/her immediate supervisor and/or the Superintendent or designee.

## ARTICLE V

### COMPENSATION AND BENEFITS

#### A. Wages

For the term of this Agreement, custodians shall be paid the hourly rate applicable to the designated job classifications shown in Appendix A. Wage rates shall be adjusted on July 1, annually, provided the custodian has been employed for at least six (6) months prior to July 1.

#### B. Health Insurance

For the term of this Agreement, the Board shall provide for each full-time custodian single and dependent coverage under the group health insurance program in effect in the District for all employees as administered by the Teamsters' Local 714. Open enrollment shall occur thirty (30) days after final ratification of this Agreement.

Only for employees employed prior to July 1, 1990, who have, as of then elected dependent coverage, the Board shall pay the dollar amount of Teamsters' coverage on behalf of the District employee.

#### C. Life Insurance

The Board shall provide for each full-time custodian a group term life insurance policy in the amount of \$50,000.00

#### D. Part-Time Custodian Benefits

Any custodian employed on a regular basis who works at least 20 hours per week shall be eligible for the health, dental and life insurance benefits afforded under Sections V.B and C of this Agreement, pro rata contributions.

**E. Travel**

A custodian on authorized school business who uses a personal automobile in traveling from school to school within the District or traveling in the Metropolitan Chicago Area shall be reimbursed for use of such vehicle at the mileage rate approved by the Internal Revenue Service. Authorized school business requiring the use of the custodian's automobile outside the Metropolitan Chicago Area shall be reimbursed at the mileage rate approved by the Internal Revenue Service, provided such travel has prior approval of the Superintendent or designee. Travel reimbursement shall be made on an annual basis.

**F. Uniforms**

The Board shall provide each custodian with three (3) sets of uniforms per year. Custodians shall be responsible for the maintenance and cleaning of uniforms. The Superintendent or designee shall determine the color and design of uniforms to be worn by all custodians.

**G. Building Checks**

All custodians shall be responsible for regular weekend and holiday building checks as assigned. A custodian will be compensated for a building's check for such assignments \$23.00 for the 2009-10; 2010-11; 2011-12 school years, respectively.

**H. Call Back Time**

Custodians called back to work for emergency crises shall be paid a minimum of two (2) hours work (overtime), provided that if the reason for the call back is remedied within two (2) hours, the employee may be assigned work for the remainder of the two (2) hours. They shall be accessible by the bargaining unit members for emergencies that happen at night and during building checks.

Building checks and call-back time shall be rotated based on seniority and in cases of volunteer assignments based on rotated seniority.

**I. Health and Welfare**

Section 1.

- (a) The Employer shall contribute to Teamsters Local Union No. 727 Health and Welfare Fund on account of each regular full-time employee covered by this Agreement the rates as determined by the Board of Trustees.
- (b) Contributions due hereunder to the Health and Welfare Fund for all employees shall commence with the month in which their employment begins.

Section 2. By the execution of this Agreement, each Employer authorizes the Trustees to enter into appropriate trust agreements necessary for the administration of such funds, and hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. It is also agreed that in the event the Employer is delinquent at the end of a month in the payment of its contributions to the Health and Welfare, Pension or legal and Educational Assistance Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.

Section 4. Effective January 1, 2008, should the Trustees of the Health and Welfare, Pension or Legal and Educational Assistance Funds audit the records of the Employer, such audit shall not exceed seven (7) years from the date of notice of audit.

**J. Evaluation Bonus**

The Employer shall, when determining eligibility for evaluation bonuses, shall take into account the summer work performed as well as that performed during the school year.

**K. Equipment**

The bargaining committee shall, with the Employer, review and inventory equipment and replacement equipment needed in order to maintain the high standard of work expected.

## ARTICLE VI

### LEAVES, VACATIONS, AND HOLIDAYS

#### A. Sick Leaves

Each full-time custodian shall be entitled to ten (10) sick leave days per school term, as defined and authorized in the Illinois School Code, without loss of pay. Unused sick leave shall accumulate to a maximum of 200 working days. No unused sick leave days shall be granted as severance pay upon termination of employment. Part-time custodians employed on a regular basis at least 20 hours per week shall be entitled to sick leave on a pro-rata basis.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family, for purposes of this Section, shall include parents, spouse, children, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

#### B. Emergency Personal Leave

Leave of two (2) days per year without loss of pay may be granted to each full-time custodian for emergencies or compelling personal reasons. Such leave may be granted for, but not necessarily limited to, such emergencies as appearance in court, settling of an estate, funeral of a friend or distant relative, breakdown of an automobile, or taking a driver's test. Emergency personal leave shall not be granted on days before or after holidays or vacation, for any activity which results in compensation to the custodian from other than the Board, for participation in any work stoppage, or for such things as shopping, vacation, looking for a new position, or taking a person to a train, airport, or bus station. The Superintendent or designee shall determine the validity of each request for emergency personal leave and may grant or deny any such request. Part-time custodians employed on a regular basis at least 20 hours per week shall be entitled to such leave on a pro-rata basis.

#### C. Vacation

Each full-time custodian with one (1) to five (5) years of service as of July 1 of any school year shall be entitled to two weeks (10 working days) of vacation with pay annually. Any custodian who has completed six (6) to fifteen (15) full years of service as of July 1 of any school year shall receive one additional day of vacation with pay for each additional year of service of a maximum of four weeks (20 working days) of vacation with pay annually.

Upon completion of fifteen (15) full years of service as of July 1 of any school year, a custodian shall be entitled to four weeks (20 working days) vacation with pay annually. Custodians with less than one (1) year of service prior to July 1 of any school year shall receive a paid vacation according to the following schedule:

<u>Employment Date</u>		<u>Length of Vacation in Regular Working Days</u>
July	1-31	10
August	1-31	9
September	1-30	8
October	1-31	7
November	1-30	6
December	1-31	5
January	1-31	4
February	1-28	3
March	1-31	2
April	1-30	1
May	1-31	0
June	1-30	0

Vacations shall not be cumulative, nor shall a custodian forego his vacation and receive pay in lieu of vacation.

Vacations must be arranged at a time which will be the least disruptive to the custodial and maintenance program of the District. Such schedule shall be approved by the Superintendent or designee.

Vacation time shall not be afforded to any person in the custodian classification working less than full-time (i.e., 40 hours per week). Note: Any custodian employed prior to July 1, 1985, shall not receive any fewer vacation days than provided in 1984-85.

The Board shall ensure that custodian(s) shall be entitled to take vacation time earned during the first whole week of August each year (defined as the first week beginning with the first Sunday of August) based upon seniority, but rotating annually for three (3) custodians for the duration of this agreement.

**D. Holidays**

Custodians shall not be required to work on any day designated annually by the Board as a custodial holiday, provided that a custodian may be required to work on a holiday if his/her presence is necessary because of an emergency or for the continued operation and maintenance of school facilities or property. A maximum of fifteen (15) days may be designated as holidays annually for bargaining unit members. A custodian must be present the last working day before a holiday and the first working day after a holiday before that holiday shall be granted as a paid holiday. If a custodian is absent on one or both of these days because of illness, some evidence of illness must be provided before that holiday will be granted as a paid holiday.

The Union Steward and the Assistant Superintendent shall meet annually to set the holiday schedule.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### A. Definitions

1. Any claim by the Union or a custodian that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
2. As used herein, the term "days" shall mean days on which the school business office is open.

#### B. Informal Procedure

The parties acknowledge that it is usually most desirable for a custodian and the custodian's immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the custodian or the Union, a grievance may be processed as follows:

#### C. Informal Procedure

1. Step One: The custodian or the Union may present a formal grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. A formal grievance shall be submitted within five (5) days of the occurrence of the grievance or within five (5) days of when such occurrence should reasonably have become known. Within five (5) days of the meeting, the custodian and the Union shall be provided with the supervisor's written response.
2. Step Two: If the grievance is not resolved at Step One, then the custodian or Union may refer the grievance in writing to the Superintendent or designee within five (5) days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within five (5) days of the meeting, the custodian and the Union shall be provided with the written response of the Superintendent or designee.
3. Step Three: If the Union is not satisfied with the disposition of the grievance at Step Two, it may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within ten (10) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn.

The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall base the decision solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator shall not alter, modify, add to or delete any of the terms of the Agreement in rendering a decision.

**D. General Provisions**

1. Each party shall bear the full costs of its representation. The cost of the arbitrator and AAA shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.
2. A custodian is allowed Union representation of his choosing at any step of the process. When a custodian is not represented by the Union, the Union may be present as an observer at all step-level meetings.
3. If a custodian is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.
4. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
5. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.
6. The failure of a custodian or the Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next level.
7. If the Union and the Superintendent or designee agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.
8. No reprisals will be taken for the processing of participation in any grievance.

## ARTICLE VIII

### EFFECT OF AGREEMENT AND DURATION

#### A. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

#### B. Negotiations Acknowledgment and Waiver

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right to make proposals with respect to any matter not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The Union, therefore, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, except as otherwise specifically provided herein. The parties each further agree that they shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### C. Saving Clause

If any article, or provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be immediately renegotiated between the parties. The remaining articles, sections, and provisions shall remain in full force and effect for the duration of the Agreement.

**D. No Strike Clause**

During the term of this Agreement and any extension thereof, no custodian, nor the Union, nor any person acting on behalf of the Union shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the School District.

In the event of any violation of this provision by a custodian, the Union, or by its members or representatives, any violating custodian shall be subject to discipline or discharge as determined appropriate in the sole discretion of the Board. The Union shall, upon notice from the Board, immediately direct such custodian(s) both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations(s).

**E. Duration**

This Agreement shall be effective July 1, 2009 and shall continue in effect until 11:59 p.m., on June 30, 2012.

This Agreement made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by the duly authorized representatives of the parties designated below.

**LOCAL UNION NO. 714  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

**BOARD OF EDUCATION,  
RIVERSIDE SCHOOL  
DISTRICT NO. 96,  
COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_

By: \_\_\_\_\_  
President

By: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

Appendix 1

Name	Current	1-Jul-09	1-Jul-10	1-Jul-11
Wage Increase (minimum; does not prohibit discriminatory increases based on merit) (2)		3%	3%	3% (1)
1 Brownell, Irene	\$17.96	\$18.50	\$19.05	\$19.63
2 Mojsoski, Tode	\$14.41	\$14.84	\$15.29	\$15.75
3 Motykowski, Russ	\$14.51	\$14.95	\$15.39	\$15.86
4 Solomon, Linda	\$20.07	\$20.67	\$21.29	\$21.93
5 Miloradovic, Steve	\$14.40	\$14.83	\$15.28	\$15.74
6 Bojkovski, Hristina	\$14.40	\$14.83	\$15.28	\$15.74
7 Markovski, Vasko	\$14.40	\$14.83	\$15.28	\$15.74
8 Maj, Romuald	\$14.40	\$14.83	\$15.28	\$15.74
9 Krozel, Ken	\$14.40	\$14.83	\$15.28	\$15.74
10 Tokarz, Ken	\$14.40	\$14.83	\$15.28	\$15.74
11 Trpovski, Verka	\$14.40	\$14.83	\$15.28	\$15.74
12 Vega, Ricardo	\$14.40	\$14.83	\$15.28	\$15.74

Starting Rates

7/1/09	\$14.00
7/1/10	\$14.45
7/1/11	\$14.95

- (1) Or equivalent to gross teacher wage average (inclusive of step) whichever is greater  
 (2) Any employee reaching step 15 or 20 shall receive a one-time longevity payment of 3-1/2%