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IDnum 243 **Language** English **Country** United States **State** IL

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 3324

Occupations Represented
Teachers—preschool, kindergarten, elementary, middle, and secondary

Bargaining Agency The Board of Education Burbank School District 111

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2000 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
BURBANK SCHOOL DISTRICT 111
COOK COUNTY, ILLINOIS

and

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO
COUNCIL 31, CHAPTER 11, LOCAL 3324

JULY 1, 2000 - JUNE 30, 2003

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COLLECTIVE BARGAINING AGREEMENT.

between

THE BOARD OF EDUCATION
BURBANK SCHOOL DISTRICT 111
COOK COUNTY, ILLINOIS

and

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 31, CHAPTER 11, LOCAL 3323

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ARTICLE I. - PREAMBLE:

This Agreement entered into by and between Burbank School District Number 111, Cook County, Illinois, hereinafter referred to as the "Employer" and Council 31, American Federation of State, County and Municipal Employees, AFL-CIO, on behalf of AFSCME Local 3324, hereinafter referred to as the Union for itself and on behalf of the full-time employees covered by this Agreement and collectively referred to as the "Union". The Employer and the Union agree as follows:

ARTICLE II. - RECOGNITION:

Section 1. The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the members of the bargaining unit.

Section 2. The bargaining unit shall consist of employees below the rank of supervisor who are employed as full-time custodial and maintenance personnel.

Section 3. During each contract year of this Agreement, there shall be no contracting out of work regularly performed by members of the bargaining unit which would cause a layoff of bargaining unit personnel.

Section 4. It is the intent of the Employer and the Union to encourage full-time employment of the employees and to protect full-time employees from being replaced in their work by part-time employees.

The work being performed by part-time employees will be combined to permit full employment of employees wherever practical or economically sound in the opinion of management.

ARTICLE III. - FAIR SHARE AND CHECK-OFF OF UNION DUES:

Section 1. Fair Share Deductions. Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names, and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to

union members.

Section 2. Religious Exemption. Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matters, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

Section 3. Notice and Appeal. The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 4. Indemnification. The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

Section 5. Check-Off Deductions. The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

- (a) Union membership dues, assessment, or fees;
- (b) Union-sponsored benefit programs;
- (c) P.E.O.P.L.E. contributions.

Request for any of the above shall be made on a form agreed to by the parties.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. The aggregate deductions of all employees and a list of their names, addresses and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

All employees covered by this Agreement who have signed Union Dues Check-off cards for AFSCME prior to the effective date of this Agreement or who signed such cards after such date shall not be allowed to cancel such dues deduction within the term of this Agreement.

Section 6. Availability of Cards. The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

ARTICLE IV. - DISCRIMINATION:

Section 1. The Provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, Union membership or lack thereof, or political affiliation. The Union shall share equally with the Employer the

responsibility for applying these provisions.

ARTICLE V. - SENIORITY:

Section 1. From the first day of employment, the employee is subject to all provisions of this Agreement.

Section 2. In all cases of vacations or shift preferences, the principle of seniority shall prevail.

Section 3. The Employer shall keep a current seniority roster by job titles and anniversary date of hire. When the seniority roster is changed, sufficient copies for all Union bulletin boards will be sent to the President of the Union within seven (7) days of such change.

Section 4. In the event of lay-offs, the lay-offs shall be made in the reverse order of the seniority roster; recall after lay-off shall be according to the employee's ranking on the roster.

In the event of the lay-off of a maintenance employee, he/she shall by District seniority return to his/her custodial classification and to the existing vacancy due to the incorporation of Article V, Section 4.

Section 5. Promotions. The Employer agrees that when a full-time position becomes vacant for any reason, present employees will be given preferential treatment. The Employer further agrees when official action is taken creating a vacancy, such job vacancy shall be posted on the Union bulletin board within ten (10) calendar days. An employee wishing to be considered for the vacancy shall submit a bid in writing to the Business Manager or his/her designee stating his/her qualifications within ten (10) calendar days of such posting. In the event of two or more applications, with all other things being equal, then the senior-qualified employee will be given preference.

Employees promoted in accordance with this provision shall serve a probationary period of sixty (60) working days. In event that during this period an employee fails to demonstrate requisite skills and ability to perform the job, he/she shall be returned to his/her original assignment without loss of seniority. In the case where a custodian becomes a maintenance person, his/her rate of pay will be at the next higher pay level on the maintenance schedule above his/her current pay as a custodian. The date he/she becomes a maintenance person will be his/her anniversary date for salary adjustment; he/she will however retain all other fringe benefits. He/she shall retain his/her District seniority in case of lay-off.

Shift preference is not a promotion.

Section 6. When a regular full-time custodial position is established or becomes vacant for any reason, custodial personnel will be afforded an opportunity to bid on the assignment to the school in which such vacancy exists. The vacancy will be filled on the basis of seniority of those applying as per the seniority list. Any employee receiving an assignment on which he/she bid cannot bid again for twelve (12) months from date of appointment.

When a custodian is transferred by the Administration and no one applies for the vacancy created as per the above paragraph, the low man on the seniority list will be assigned such vacancy. In case the low man on the seniority list has been transferred as a result of the above condition within the last twelve (12) months, the next lowest man on the seniority list will be assigned to the vacancy if no other bids are received.

Transfers may also be made by mutual consent of the Union and the Administration.

It is further agreed that such vacancies shall be posted on the Union bulletin board at all schools and the maintenance garage within ten (10) calendar days of such vacancy.

A vacancy shall be defined as any time an employee is absent for any reason from work for a period in excess of sixty (60) calendar days.

A transfer shall be defined as any time an employee is transferred by the Administration including transfers by the acceptance of an individual bid.

If a custodian returns to their original assignment as per Article VIII, section 3, those individuals affected by the return shall be returned to their former assignments held prior to leave without the incorporation of the bid process through the incorporation of Article V, Section 4 and the previous bid shall be rescinded.

Section 7. When an employee's request for reassignment is granted or an employee is transferred for any reason, there will be a vacancy created at the school he/she leaves. The vacancy so created will be filled as per Article V, Section 6. This does not preclude this employee from bidding if transfer is made other than by the employee's request.

Section 8. Seniority of an employee shall be considered broken when:

- (a) An employee resigns.
- (b) An employee is discharged for cause and is not reinstated as a result of the provisions of Article IX of the Agreement.
- (c) An employee has been laid off for a period exceeding twelve (12) months.
- (d) An employee is off three (3) consecutive working days without reporting to this supervisor, unless valid excuse is submitted to justify failure to report.
- (e) An employee fails to report his/her availability for work after lay-off within five (5) working days after notice by registered mail or telegram to the last address given to the Employer by the employee.

Section 9. In the event a regular full-time position becomes vacant for any reason, part-time personnel may be used for no more than sixty (60) calendar days from the date such absence occurred. The position at that time must be filled by a full-time employee if such position is to be continued.

ARTICLE VI. - HOURS OF WORK AND OVERTIME:

Section 1. The work week shall consist of five (5) consecutive days Monday through Friday.

Section 2. All employees covered by this Agreement may, subject to the provisions of this Agreement, be assigned to the following shifts:

(a) Maintenance Employees:

Day Shift - 6:45 a.m. to 2:45 p.m.

(b) Custodial Employees:

First Shift - 6:45 a.m. to 2:45 p.m.

Second Shift - 2:45 p.m. to 10:45 p.m.

(c) There shall be included in all of the above shifts a twenty (20) minute paid lunch period. Night custodians will take their break from 4:30 p.m. to 4:40 p.m. and their lunch from 6:30 p.m. to 6:50 p.m. During the Summer and other vacation periods when students are not present, custodians will be permitted to leave the building for the lunch period of 11:00 a.m. to 11:20 a.m. as long as at least one custodian is on the premises at all times.

All employees will be required to punch out and in for the lunch period during all school vacation periods if they leave the building.

Section 3. All work performed in excess of eight (8) hours of assigned work per day or forty (40) hours per week shall be considered overtime and shall be paid for at the rate of one and one-half the employee's normal rate of pay.

Section 4. Employees called out during non-working hours shall receive a minimum of two (2) hours at the time and one-half rate. However, any employees called out on a Sunday or legal holiday shall receive a minimum of two (2) hours at the rate of double the employee's normal rate of pay.

Section 5. The Employer agrees to distribute overtime as fairly as is practicable between the employees within the classifications affected by such overtime. In the event it is necessary to maintain proper coverage of a building, the full-time employee or employees in the building will be given preference for any overtime involved. Management and/or supervisory personnel will not be used to perform, on an overtime basis, work normally performed by employees covered by this Agreement. Management shall reserve the right to delegate and authorize overtime.

Section 6. The position of Lead Maintenance Person shall be opened at the beginning of each school year with appointment made by the Board upon the recommendation of the Superintendent. The position of Lead Maintenance Person is intended to be the fill-in man for the Head Custodian when he/she is on vacation or is absent due to illness, personal business, or for any other reason. However, the person appointed to the Lead Maintenance position will remain a member of the bargaining unit. The Board of Education will determine the additional compensation for this position at the time of appointment.

Section 7.

(a) During the school term (September - June), the assigned building custodian shall function under the direct supervision and be evaluated by the school principal. Written evaluations and disciplinary material must be signed and dated by the building custodian involved indicating he or she has seen and discussed, but not necessarily agreed with said evaluation or material. Copies of any letters are to be sent to the Union official.

Any written comments that the custodian may wish to make in regards to the evaluation or disciplinary material, shall be added or affixed thereto and the supervisor must sign and date the addition or affixed addition that they have seen and discussed, but not necessarily agreed to the comments thereof. The employee shall have a Union representative present as an observer, if he or she chooses, for any discussion of an evaluation or disciplinary material.

All directives from the Business Manager and/or the Head Custodian shall be directed to school principals. The principals in turn will direct them to the custodians for implementation.

(b) The Head Custodian will share supervisory responsibilities with the principal. He/she will also supervise when necessary at night or when the principal is not present.

(c) The maintenance personnel and substitute maintenance person for custodian shall function under the direct supervision and be evaluated by the Head Custodian. Written evaluations and disciplinary material must be signed and dated by the maintenance person involved indicating he or she has seen and discussed, but not necessarily agreed with said evaluation or material. Copies of any letters written are to be sent to the Union official.

Any written comments that the maintenance person may wish to make in regards to the evaluation or disciplinary material, shall be added or affixed thereto and the supervisor must sign and date the addition or affixed addition that they have seen and discussed, but not necessarily agreed to the comments thereof. The employee shall have a Union representative present as an observer, if he or she chooses, for any discussion of an evaluation or disciplinary material.

(d) When a maintenance person is required to open school building, the maintenance person will be eligible to work an additional minimum of two (2) hours at time and one-half. The overtime is guaranteed but the maintenance person will be required to work the additional two hours. The two hours can be made up during the next five work days.

ARTICLE VII. - HOLIDAYS AND VACATIONS:

Section 1. The Employer agrees to the following paid holidays when they fall on a normal work day:

January 1 Labor Day

Martin Luther King's Birthday Columbus Day

February 12 Veteran's Day

Casimir Pulaski's Birthday Thanksgiving and the

Good Friday following Friday

Memorial Day December 24, 25, 31

July 4

If the State or Federal Government eliminates or mandates a holiday, it will automatically be eliminated from or added to this contract.

Section 2. Holidays which fall on Saturday shall be observed on the previous Friday if school is not in session. Holidays falling on Sunday shall be observed on the following Monday if school is not in

session. Any holiday that falls on a Saturday or a Sunday for which there is no District observance shall be applied to the employee's available vacation time. It shall be obligatory to work the scheduled day before and the scheduled day after any and all holidays to become eligible for a paid holiday. However, paid absences on the scheduled day before and the scheduled day after the holiday shall be considered as the day worked.

Section 3. Paid vacations in the amount specified below shall be granted subject to the following provisions:

- (a) The number of employees permitted to take vacations during the school year shall be limited to a maximum of fifty percent (50%) in each of the maintenance and custodial groups. One (1) employee from the custodial group and one (1) employee from the maintenance group will be allowed to take vacation during the school year, at any one time.
- (b) The remainder of the vacations will be taken during the last two weeks of June, all of July and the first two weeks in August.
- (c) Earned vacation days shall be calculated by actual service (time worked) by months in the fiscal year prior to July 1 and per schedule under Section 3(d).

Time worked will include any time an employee is on Workmen's Compensation.

- (d) Employees with less than one year of service shall take vacations during the period prescribed in (b) above on a pro rata basis of one day vacation for each month of service, not to exceed ten (10) days.

1 year's service - Two weeks' vacation (10 working days)

5 year's service - Three weeks' vacation (15 working days)

10 year's service - Four week's vacation (20 working days)

15 year's service - Five week's vacation (25 working days)

- (e) Any employee that is eligible for three weeks' vacation or more will be allowed to split his/her vacation subject to the following provisions:

(1) Two weeks of vacation must be taken during the period of the last two weeks of June, all of July and the first two weeks of August. Eligible employees may split these two weeks.

(2) During the school term or during special Summer programs, only one custodian per building will be permitted to be on vacation at one time.

(3) The minimum number of days to be taken at any one time will be five (5) days.

(4) Those employees splitting their vacations may split their vacation as follows:

3 weeks' vacation eligibility - 1 split - excluding (1) above.

4 weeks' vacation eligibility - 2 splits - excluding (1) above.

5 weeks' vacation eligibility - 3 splits - excluding (1) above.

(5) Any combination of splits shall be considered as one employee under paragraph (a).

(f) Vacation requests shall be sent out by the Business Manager or his/her designee by December 1 and returned to him by December 30. For initial vacation requests, the principle of seniority shall prevail when received by the date due to the Business Manager. The Business Manager in turn shall return approved vacation schedules to employees by January 31.

Section 4. Employees shall give the Employer two (2) weeks' advance notice before voluntarily terminating his/her employment; failure to give advance notice may result in forfeiture of vacation. Employees whose employment is terminated by the Employer and employees who give advance notice shall be entitled to pay in lieu of vacation for all earned vacation to the point of termination. Vacation earned in year of termination will be calculated on the basis of total yearly vacation due prorated for the number of months worked to point of termination.

ARTICLE VIII. - LEAVES OF ABSENCE AND SICK LEAVE:

Section 1. The following leaves of absence, without loss of pay, shall be granted upon request by any employee:

(a) Employees shall have an accumulative paid sick leave at the rate of thirteen (13) days per year. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. Immediate family is defined as: parents or persons standing in lieu thereof, children, grandchildren, grandparents, brothers, sisters, spouse, parents of spouse and brothers and sisters in-law.

Sick leave not used in the year of service for which it is granted shall be accumulated to a maximum of two hundred forty (240) days.

There shall be a twenty-four (24) hour answering service available to employees who are calling in sick and to facilitate the hiring of substitutes. Employees must call the District Office or the answering service to report a sick day by 6:30 a.m. for day employees and 12:30 p.m. for night employees on or before the day employees are to be absent.

(b) Employees shall be allowed an additional three (3) days per year of non-cumulative personal leave for business purposes or religious observance. Business purposes is defined as any business that cannot be conducted at a time not in conflict with the employee's regular working day or night, an emergency over which he/she has no control which requires immediate attention and the observance of religious obligations. The Business Manager or his/her designee shall be notified two (2) days in advance by the employee applying for business leave. In case of an emergency, the employee shall phone that he/she will be absent as prescribed in Article VIII, Section 1 (a).

Any employee requesting the use of a business day leave on the first or last day of the school year, or any day before or after a holiday or for use of two (2) consecutive business days will give detailed reasons for such leave to the Superintendent or his/her designee.

The unused personal leave for business purposes or religious observance at the end of the school year shall be added to the employee's accumulated sick leave but in no case shall such accumulation exceed two hundred and forty (240) days.

(c) Employees who are required to serve on jury duty during the year shall receive full salary during the period of service subject to their prompt remittance to the District of the amount equal to the compensation paid to them for such jury duty.

Section 2. The following leaves of absence without pay, but without loss of seniority, shall be granted upon request.

(a) Any employee who is a member of a reserve force of the Armed Forces of the United States, or of the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, during the period of such activity.

(b) Any employee who enters in the active service in the Armed Forces of the United States, while in the service of the Employer, shall be granted a leave of absence without pay, for the period of such service, not including any periods of voluntary re-enlistment, must apply for re-employment within sixty (60) days after separation or discharge from the Armed Forces of the United States.

(c) Leaves of absence shall be granted, without pay, to employees who are elected, delegated, or appointed to participate in duly authorized business of the Union which requires absence from the job. These absences shall not exceed one (1) week in duration nor more than any accumulated absence of one (1) month in any one (1) year. Leaves of absence for longer periods may be negotiated between the Employer and the Union. No more than two employees shall be entitled to be absent at the same time for short term and no more than one employee shall have an extended leave during the same period.

Section 3. Employees may be granted extended sick leave after accumulated sick time has been used. However, such extended sick leave shall be without pay and seniority shall not accrue to the employee during the period of such extended sick leave. seniority shall accrue if the leave is due to a job-related injury. Such extended leave shall not exceed one (1) year unless a longer period is granted by the Board.

Any employee who is absent due to sick leave, temporary or total disability or Workmen's Compensation for a period up to one (1) year shall, on their return, be reinstated to their original assignment in effect at the time of leave through the incorporation of Article V.

Any employee returning from any leave of more than one (1) year will be assigned to an existing vacancy for which they are qualified or the next vacancy that occurs.

The returning employee must accept the vacant position or they forfeit all rights and guarantees to a position in the District.

Section 4. An employee who is entitled to the benefits of the Workmen's Compensation or Occupational Diseases Act of the State of Illinois may claim either such benefits or any sick leave he/she has accumulated, or both. However, in the event that both sick leave and Workmen's Compensation Act or Occupational Diseases Act benefits are claimed, the Employer shall deduct from the sick leave payments

all benefits received by the employee under either the Illinois Workmen's Compensation Act or the Illinois Occupational Diseases Act.

Section 5. An employee who is entitled to the benefits of the Illinois Municipal Retirement Fund temporary disability shall have either exhausted his/her sick leave before claiming disability or waive the use of his or her sick leave while claiming disability pay. In no event shall an employee be able to claim disability and sick leave pay for the same period of time.

Section 6. The Employer reserves the right to consider any request for leave of absence, for purposes not covered by this Agreement, upon their individual merits and may grant or refuse a request at its own discretion.

ARTICLE IX. - GRIEVANCE PROCEDURE:

Section 1. A grievance consists of any dispute involving the application, construction or interpretation of this Agreement.

Section 2. Any employee may utilize the grievance procedure of this Article IX either individually or with the assistance of the Union. The terms of the settlement of any such grievance shall not be inconsistent with the terms of this Agreement and the Employer shall advise the Union of a settlement of any such grievance reaching the second step if a Union representative was not present.

Section 3. All grievances shall be resolved in the following manner:

Step 1: The employee, with or without a Union representative, shall take up the grievance or dispute with the employee's immediate supervisor within seven (7) working days of its occurrence; if at that time the employee is unaware of the grievance, he/she shall take it up within seven (7) working days of his/her knowledge of its occurrence, but not later than six (6) months after the occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee, or the Union representative, if one is present, within seven (7) working days. The grievant must answer, within seven (7) working days, the supervisor's response and inform him of his/her decision of accepting or rejecting the supervisor's decision or the grievance is terminated.

Step 2. If the grievance has not been settled, it shall be presented in writing by the employee or representative to the Superintendent of Schools within seven (7) working days after the immediate supervisor's response is due. The Superintendent shall respond to the employee or Union representative within seven (7) working days.

Step 3. If the grievance has not been settled in the previous step, the employee or the Union representative shall, within seven (7) working days, present the written grievance to the Board of Education. The Board of Education shall meet with the employee or the Union representative to discuss the grievance at the next regular Board meeting. The Board shall provide for the employee or the Union representative to discuss the grievance as a special order of business at the next regular meeting at a time mutually satisfactory to the parties and an attempt will be made to settle the grievance. The Board of Education or its representative will respond to the grievant with their decision, in writing, within ten (10) days of the hearing.

Section 4. If the grievance has not been resolved in the previous step and the Union decides to pursue the

matter, within fifteen (15) calendar days after step 3 is completed, either party may submit the grievance to arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the parties within seven (7) working days after notice is given. If the parties fail to reach agreement on an arbitrator, the American Arbitration Association shall be requested to provide a panel of seven arbitrators. The Board and the Union or their legal representative shall alternatively strike one name from the list until only one name remains. The Union shall proceed first with the striking, provided however that either party before striking the name shall be entitled to reject one panel of arbitrators.

The decision of the arbitrator shall be binding on the parties. The arbitrator shall render his/her decision within the time provided for in the said American Arbitration Association rules.

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE X. - WAGE SCHEDULE:

Section 1. The Employer agrees to increase the 1999-2000 base wage schedule by \$0.44 for the 2000-2001 contract year. For the 2001-2002 contract year, the base wage schedule shall be increased by \$0.39. For the 2002-2003 contract year, the base wage schedule shall be increased by \$0.39. See Exhibit B.

Section 2. Longevity increases will be given after the seventh (7th) year of service, the eleventh (11th) year of service, the fifteenth (15th) year of service, and the nineteenth (19th) year of service as follows:

2000-2001 School Year First two longevity steps increase to: \$.60

2001-2002 School Year First two longevity steps increase to: \$.61

2002-2003 School Year First two longevity steps increase to: \$.62

2000-2001 School Year Last two longevity steps increase to: \$.67

2001-2002 School Year .Last two longevity steps increase to: \$.68

2002-2003 School Year Last two longevity steps increase to: \$.69

See Exhibit B.

Section 3. Those bargaining unit employees hired after June 30, 1996, shall receive longevity increases after the eighth (8th) year of service, the twelfth (12th) year of service, the sixteenth (16th) year of service, and the twentieth (20th) year of service. See Exhibit B.

Section 4. For all employees hired, the anniversary for all seniority and salary benefits shall be from the date of employment.

Section 5. The Lead Maintenance Person shall receive an additional \$.39 per hour for duties performed.

ARTICLE XI. - INSURANCE:

Section 1. The Employer agrees to provide each employee with individual and if eligible full dependent coverage for hospitalization including major-medical benefits up to an unlimited life-time total at no cost to the employee for contract years July 1, 2000 to June 30, 2003. The Employer shall pay all costs except for the following employee contribution for dependent coverage:

2000-2001 School Year \$140.00

2001-2002 School Year \$160.00

2002-2003 School Year \$180.00

The deductible will be \$200 and the out-of-pocket expenses will be \$850 per year inclusive of the deductible. (In the event that the advanced rating increases by 10% or more, the total out-of-pocket expenses will be increased to \$1,000.00.)

In the case of any employee employed prior to the ratification of this Agreement that has at least eight (8) years' service with the District and has reached the age of fifty-five (55) years and elects to take his pension from the Illinois Municipal Retirement Fund, the District will pay for individual coverage for the employee for hospitalization including major-medical benefits up to the age of sixty-five (65) and said employee will have the option of paying for the family coverage to the age of sixty-five (65) with the Employer paying one-half (½) of the family coverage premium.

In the case of any employee hired after the ratification of this Agreement that has at least nine (9) years' service with the District and has reached the age of fifty-five (55) years and elects to take his/her pension from the Illinois Municipal Retirement Fund, the District will pay for individual coverage for the employee for hospitalization including major medical benefits for a period not to exceed five (5) years and said employee will have the option of paying for the family coverage for the same period of time with the Employer paying one-half (½) of the family coverage premium.

Section 2. The Board of Education will provide each person covered by this Agreement with a group life insurance policy for which the Board will pay the premium cost as follows:

2000-2001 School Year \$18,000

2001-2002 School Year \$18,000

2002-2003 School Year \$19,000

Section 3. The Board of Education will provide a dental plan with single coverage for each employee covered by this Agreement. The cost of such plan will be paid by the District.

Section 4. The Board of Education will provide a vision plan with single coverage for each employee covered by this Agreement. The cost of such plan will be paid by the District.

ARTICLE XII. - MISCELLANEOUS PROVISIONS:

Section 1. The Employer agrees that within reasonable limits during working hours on the Employer's premises and without loss of pay, Union representatives shall be permitted to:

- (a) Post Union notices.
- (b) Distribute Union literature to employees.
- (c) Attend negotiating and/or grievance meetings with management.
- (d) Transmit communications, authorized by the Union or its officers, to the Employee or his/her designated representative.
- (e) Consult with the Employer, his/her representative, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.
- (f) Intra-school mail should be used whenever possible, for the distribution of items covered in Sub-sections (a), (b) and (d) above.

Union representatives shall advise and confer with the supervisors prior to engaging in such activities.

Section 2. The Employer shall provide the necessary equipment, tools and materials, as set forth in Exhibit A hereby made a part of this Agreement, required to perform the regular work in a safe and reasonable manner. No custodial personnel shall be assigned to perform tasks which do not normally constitute their regular work. Requests for assistance from outside individuals or outside rental groups shall require the consent of the employee.

The Employer shall furnish three sets of uniforms for each employee covered by this Agreement every two years. It will be the employee's responsibility to keep these uniforms laundered and ironed. If at any time a uniform becomes torn, ragged, etc., the employee will replace the uniform through the Employer at the employee's cost. The employee shall wear a complete uniform at all times except Summer, Christmas and Easter vacations.

Section 3. It is agreed by the parties that during the terms of this Agreement there shall be no strikes or work stoppages by the Union, and no lockouts by the Employer.

Section 4. The Employer agrees that the Union shall have space provided for the purpose of a Union bulletin board in each school's custodial room. The Employer shall in no way interfere with the posting of materials thereon.

Section 5. The Employer will furnish to each new employee a copy of the Union Agreement and in addition, will furnish to the designated Union representative the name of each new employee and the building to which he/she is assigned.

Section 6. Being a mutual agreement, this instrument may be amended at any time by mutual consent of both parties.

Section 7. Any custodian or maintenance person not performing responsibilities as detailed in Exhibit A will receive a written report on the specific responsibilities being neglected and will be afforded an opportunity to discuss this matter with the Business Manager or his/her designee if he so desires. Such written notice may be rescinded and invalidated, if as a result of that meeting, the Business Manager or

his/her designee finds the notice was unjustly issued. The second such written report will have a copy sent to the Union representative and the Union shall have the same rights as those afforded to the individual after the first notice. When three (3) reports are written on one employee within a twelve (12) month period, this may be just cause for discharge.

Employees shall be classified as probationary until they have been employed for sixty (60) calendar days, shall serve at the will of the Board and the remaining provisions of this section shall not apply to such employees. Within said probationary period such employees shall be notified of termination by the administration, such action to be subsequently ratified by the Board of Education.

(a) Discipline shall be progressive and corrective and shall include the following:

(1) Oral reprimand

(2) Written reprimand

(3) Suspension (Notice to be given in writing)

(4) Discharge (Notice to be given in writing)

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

(b) If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

(c) The Union shall have the right to take up the suspension and/or discharge as a grievance to the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

(d) Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to discipline.

Section 8. The staff shall be notified of any administrative supervisory position vacancy occurring as a result of action by the Board of Education.

Section 9. The Union recognizes that the Board has full authority and responsibility under the laws of the State of Illinois for making decisions as to employment or discharge of any of its members. The Union recognizes that in the operation of its schools, the Board is guided by the policies, regulations and criteria for the approval, recognition and accrediting of schools as promulgated by the State Superintendent of Education, Illinois State Board of Education and by the laws of the State of Illinois. The Union recognizes the administration's right to direct the operations of schools. In furtherance of this power and authority, the Board has entered into this Agreement. The Union, on behalf of its members, agrees that it will not, without permission, engage in Union activities during school hours.

Section 10. In the event of sickness or emergency at home, employees shall be permitted to leave immediately after notifying the main office and the building principal. After the main office is closed, employees are to notify the Head Custodian or any administrator.

Section 11. The Union corresponding secretary shall be provided with a copy of the School Policy,

By-laws and Regulations and shall receive the changes promptly as they are made.

Section 12. Custodial employees observing strangers in the school building or on the school grounds are to report their presence to the principal when children are present in school or question their activities or call the police when school is not in session for both the safety of the children and for the protection of the school and its property.

Section 13. Custodians and maintenance personnel shall treat supervisors, administrators, and all other staff members with courtesy and respect at all time and vice-versa.

Section 14. All members of the bargaining unit shall be notified in writing at the beginning of each school year as to the number of accumulated sick leave days they have at the start of the school year.

Section 15. A committee will be appointed by the Union to meet with administration representatives every two months to improve communications between the groups. Items to be included on the agenda will be forwarded to the Business Manager three (3) days prior to the scheduled meeting and a copy of the agenda will be provided each member of the group.

Section 16. The parties acknowledge that during negotiations each have the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by 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 by this Agreement. Therefore, that the Board and the AFSCME Local 3324 for the life of this Agreement, each agree not to negotiate and not to demand to bargain any further agreements, items or topics.

Section 17. Part of the responsibility of the custodian is the protection of both the children, the building and its property. No custodian shall listen to any portable radios or tape players or any electronic devices while on duty which interferes with the performance of this responsibility.

Night or day custodians shall secure their building before punching out.

Section 18. The administration shall conduct a one-time criminal background investigation of each employee who was employed prior to August 1, 1985. Conviction of any of the criminal or drug offenses enumerated in Section 10-21, 9 of the Illinois School code may be cause for discipline up to or including dismissal as determined solely by the Board of Education.

Section 19. The Business Office shall make final payment to employees whose employment has been terminated (for reasons other than retirement or voluntary termination with two or more weeks notice) within three business days of the date of the termination.

ARTICLE XIII. - DURATION:

Section 1. This Agreement shall be effective on the first day of July, 2000 and shall remain in effect until the thirtieth day of June, 2003. It shall be renewed automatically from year to year thereafter unless either party shall notify the other in writing at least sixty (60) calendar days prior to the annual anniversary date of the Agreement that it desires to modify, change, amend, or terminate this Agreement.

Section 2. In the event such notice to modify, change, amend or terminate this Agreement, negotiations shall begin not later than thirty (30) calendar days prior to the annual anniversary date of the Agreement or until such further date as the parties may jointly agree.

Section 3. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands this 18th day of May, 2000.

FOR THE UNION: FOR THE EMPLOYER:

Chief Negotiator, Local 3324, President, Board of Education

AFSCME

President, Local 3324, AFSCME Secretary, Board of Education

District 111 Chapter, Superintendent

Local 3324, Council 31, AFSCME Burbank School District 111

District 111 Chapter,

Local 3324, Council 31, AFSCME

EXHIBIT A.

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CUSTODIAL EMPLOYEES

All necessary equipment and uniforms shall be furnished by the Employer for the required performance of custodial duties. Non-electrical operated hand tools of the carpenter, plumbing and electricians' trade necessary for the performance of duties as outlined under "Custodial Responsibilities shall be furnished by the employee.

CUSTODIAL RESPONSIBILITIES

School custodians shall be responsible for:

1. A clean building by maintaining good housekeeping practices.
2. A clean boiler room.
 3. The operation of the heating plant, maintaining proper building temperatures and ventilation.
 4. Maintaining proper and adequate building interior and exterior lighting.
 5. Fire preventive measures by repairs and good housekeeping practices.
 6. The correction of hazardous conditions, buildings and grounds. Reporting such hazards (if aware) in writing to the immediate supervisor.
 7. The school ground maintenance.
 8. The building security.
9. All window glazing.
 10. All custodial equipment and the proper care and maintenance thereof.
 11. Maintaining a standard custodial supply and equipment storeroom.
 12. The requisitioning and maintaining a custodial building supply inventory.
13. Other duties pertinent to custodial position as assigned by the building principal in cooperation with the Head Custodian.
 14. Full-time custodians are not responsible for supervising the cleaning procedures and/or the work of part-time employees.

CUSTODIANS' TOOLS

Slip joint pliers
Vise grip pliers

Hack saw (frame only)
Carpenter's #8 saw

Screwdriver (set of 6)
Adj. wrench

(straight and Phillips)
Claw hammer

Pinch bar
6' folding ruler

Utility knife
Putty knife

Scraper (District will

furnish blades)

MAINTENANCE DEPARTMENT

This department shall be comprised of the trade mechanics of those equal in the knowledge of the trade journeyman and/or those with a diversified knowledge combination of two or more trades unless otherwise classified as "Helper" in any one of the trade classifications; i.e., carpenter, plumber, electrician, or painter. This department will also include the job classification of Groundsman.

It shall be the prerogative of the Employer to daily assign the Maintenance Department employee to any of the aforementioned trades.

The dual seniority roster of the custodian and maintenance employee shall not be so construed to limit the flexibility of work assignments of the employee. It shall be the intent and privilege of the Employer to diversify the maintenance group when any such emergency should arise necessitating the utilization of the maintenance crafts as fill-in custodians. In so doing, it is agreed that no step down in salary rate will incur nor will the assigned rate prevail in any one vacancy if filled by a lesser salaried employee during the term of the emergency.

MAINTENANCE RESPONSIBILITIES

Maintenance employees shall be responsible for:

1. Plumbing maintenance and repairs.
2. Electrical maintenance and repairs.
3. Carpentry maintenance and repairs.
4. Painting maintenance.
5. Heating maintenance and repairs.
6. Ventilation maintenance and repairs.
7. Air-conditioning maintenance and repairs.
8. Turf maintenance.
9. Automotive maintenance and repairs.
10. The requisitioning of supplies, parts and materials necessary for the repairs and maintenance of the aforementioned.
11. Any other duties pertinent to the maintenance position as assigned by the Head Custodian and/or the Business Manager.

MAINTENANCE EMPLOYEES

All necessary equipment and uniforms shall be furnished by the Employer for the required performance of maintenance duties. All non-electrically operated hand tools of the carpenter, plumbing, electrical, heating, ventilation and air-conditioning trades necessary for the performance of duties as outlined under "Maintenance Responsibilities" shall be furnished by the employee.

MAINTENANCE TOOLS

Electric Tester Slip-joint pliers
Lineman pliers (side cutters) Long-nose pliers
Vise-grip pliers Straight cut (metal
Fuse puller cutting) snips
Hack saw (frame only) Keyhole saw and blades
#8 carpenter saw Coping saw
Punch and chisel set (5 pc.) Screwdriver set (6 pc.)
Yankee push screwdriver (straight and Phillips)
Pipe wrenches - 10", 18" & 24" Smoothing plane
Wood chisels (4) set Wood bits (6) set
Wood brace Wood expansion bit
Claw hammer Ball-peen hammer
Pinch (wrecking) bar Rafter square
24" level 6' folding rule
Utility knife Putty knife
Box and set wrench (set of 6) Adjustable wrench
Scraper (District will furnish
blades)

Exhibit B

2000-2001

Wage Schedule for Custodians Hired After 6/30/96

Custodial Employees	Wage	Year of Service
Starting Rate	\$12.99	1 st
After 1 Year of Service	\$13.34	2 nd
After 2 Years of Service	\$13.65	3 rd
After 3 Years of Service	\$13.97	4 th
After 4 Years of Service	\$14.28	5 th
After 5 Years of Service	\$14.59	6 th
After 6 Years of Service	\$14.90	7 th
After 7 Years of Service	\$15.22	8 th
After 8 Years of Service	\$15.82	9 th
After 9 Years of Service	\$15.82	10 th
After 10 Years of Service	\$15.82	11 th
After 11 Years of Service	\$15.82	12 th
After 12 Years of Service	\$16.42	13 th
After 13 Years of Service	\$16.42	14 th
After 14 Years of Service	\$16.42	15 th
After 15 Years of Service	\$16.42	16 th
After 16 Years of Service	\$17.09	17 th

After 17 Years of Service	\$17.09	18 th
After 18 Years of Service	\$17.09	19 th
After 19 Years of Service	\$17.09	20 th
After 20 Years of Service	\$17.76	21 st
After 21 Years of Service	\$17.76	22 nd

Exhibit B**2000-2001**

Custodial Employees	Wage	Year of Service
Starting Rate	\$13.34	1 st
After 1 Year of Service	\$13.65	2 nd
After 2 Years of Service	\$13.97	3 rd
After 3 Years of Service	\$14.28	4 th
After 4 Years of Service	\$14.59	5 th
After 5 Years of Service	\$14.90	6 th
After 6 Years of Service	\$15.22	7 th
After 7 Years of Service	\$15.82	8 th
After 8 Years of Service	\$15.82	9 th
After 9 Years of Service	\$15.82	10 th

After 10 Years of Service	\$15.82	11 th
After 11 Years of Service	\$16.42	12 th
After 12 Years of Service	\$16.42	13 th
After 13 Years of Service	\$16.42	14 th
After 14 Years of Service	\$16.42	15 th
After 15 Years of Service	\$17.09	16 th
After 16 Years of Service	\$17.09	17 th
After 17 Years of Service	\$17.09	18 th
After 18 Years of Service	\$17.09	19 th
After 19 Years of Service	\$17.76	20 th
After 20 Years of Service	\$17.76	21 st

Exhibit B

2000-2001

Maintenance Employees	Wage	Year of Service
Starting Rate	\$14.54	1 st
After 1 Year of Service	\$14.85	2 nd
After 2 Years of Service	\$15.17	3 rd

After 3 Years of Service	\$15.48	4 th
After 4 Years of Service	\$15.79	5 th
After 5 Years of Service	\$16.10	6 th
After 6 Years of Service	\$16.42	7 th
After 7 Years of Service	\$17.02	8 th
After 8 Years of Service	\$17.02	9 th
After 9 Years of Service	\$17.02	10 th
After 10 Years of Service	\$17.02	11 th
After 11 Years of Service	\$17.62	12 th
After 12 Years of Service	\$17.62	13 th
After 13 Years of Service	\$17.62	14 th
After 14 Years of Service	\$17.62	15 th
After 15 Years of Service	\$18.29	16 th
After 16 Years of Service	\$18.29	17 th
After 17 Years of Service	\$18.29	18 th
After 18 Years of Service	\$18.29	19 th
After 19 Years of Service	\$18.96	20 th
After 20 Years of Service	\$18.96	21 st

2001-2002**Wage Schedule for Custodians Hired After 6/30/96**

Custodial Employees	Wage	Year of Service
Starting Rate	\$13.38	1 st
After 1 Year of Service	\$13.73	2 nd
After 2 Years of Service	\$14.04	3 rd
After 3 Years of Service	\$14.36	4 th
After 4 Years of Service	\$14.67	5 th
After 5 Years of Service	\$14.98	6 th
After 6 Years of Service	\$15.29	7 th
After 7 Years of Service	\$15.61	8 th
After 8 Years of Service	\$16.22	9 th
After 9 Years of Service	\$16.22	10 th
After 10 Years of Service	\$16.22	11 th
After 11 Years of Service	\$16.22	12 th
After 12 Years of Service	\$16.83	13 th
After 13 Years of Service	\$16.83	14 th
After 14 Years of Service	\$16.83	15 th
After 15 Years of Service	\$16.83	16 th

After 16 Years of Service	\$17.51	17 th
After 17 Years of Service	\$17.51	18 th
After 18 Years of Service	\$17.51	19 th
After 19 Years of Service	\$17.51	20 th
After 20 Years of Service	\$18.19	21 st
After 21 Years of Service	\$18.19	22 nd

Exhibit B**2001-2002**

Custodial Employees	Wage	Year of Service
Starting Rate	\$13.73	1 st
After 1 Year of Service	\$14.04	2 nd
After 2 Years of Service	\$14.36	3 rd
After 3 Years of Service	\$14.67	4 th
After 4 Years of Service	\$14.98	5 th
After 5 Years of Service	\$15.29	6 th
After 6 Years of Service	\$15.61	7 th
After 7 Years of Service	\$16.22	8 th

After 8 Years of Service	\$16.22	9 th
After 9 Years of Service	\$16.22	10 th
After 10 Years of Service	\$16.22	11 th
After 11 Years of Service	\$16.83	12 th
After 12 Years of Service	\$16.83	13 th
After 13 Years of Service	\$16.83	14 th
After 14 Years of Service	\$16.83	15 th
After 15 Years of Service	\$17.51	16 th
After 16 Years of Service	\$17.51	17 th
After 17 Years of Service	\$17.51	18 th
After 18 Years of Service	\$17.51	19 th
After 19 Years of Service	\$18.19	20 th
After 20 Years of Service	\$18.19	21 st

Exhibit B

2001-2002

Maintenance Employees	Wage	Year of Service
Starting Rate	\$14.93	1 st
After 1 Year of Service	\$15.24	2 nd

After 2 Years of Service	\$15.56	3 rd
After 3 Years of Service	\$15.87	4 th
After 4 Years of Service	\$16.18	5 th
After 5 Years of Service	\$16.49	6 th
After 6 Years of Service	\$16.81	7 th
After 7 Years of Service	\$17.42	8 th
After 8 Years of Service	\$17.42	9 th
After 9 Years of Service	\$17.42	10 th
After 10 Years of Service	\$17.42	11 th
After 11 Years of Service	\$18.03	12 th
After 12 Years of Service	\$18.03	13 th
After 13 Years of Service	\$18.03	14 th
After 14 Years of Service	\$18.03	15 th
After 15 Years of Service	\$18.71	16 th
After 16 Years of Service	\$18.71	17 th
After 17 Years of Service	\$18.71	18 th
After 18 Years of Service	\$18.71	19 th
After 19 Years of Service	\$19.39	20 th

After 20 Years of Service

\$19.39

21stExhibit B**2002-2003****Wage Schedule for Custodians Hired After 6/30/96**

Custodial Employees	Wage	Year of Service
Starting Rate	\$13.77	1 st
After 1 Year of Service	\$14.12	2 nd
After 2 Years of Service	\$14.43	3 rd
After 3 Years of Service	\$14.75	4 th
After 4 Years of Service	\$15.06	5 th
After 5 Years of Service	\$15.37	6 th
After 6 Years of Service	\$15.68	7 th
After 7 Years of Service	\$16.00	8 th
After 8 Years of Service	\$16.62	9 th
After 9 Years of Service	\$16.62	10 th
After 10 Years of Service	\$16.62	11 th
After 11 Years of Service	\$16.62	12 th
After 12 Years of Service	\$17.24	13 th
After 13 Years of Service	\$17.24	14 th

After 14 Years of Service	\$17.24	15 th
After 15 Years of Service	\$17.24	16 th
After 16 Years of Service	\$17.93	17 th
After 17 Years of Service	\$17.93	18 th
After 18 Years of Service	\$17.93	19 th
After 19 Years of Service	\$17.93	20 th
After 20 Years of Service	\$18.62	21 st
After 21 Years of Service	\$18.62	22 nd

Exhibit B**2002-2003**

Custodial Employees	Wage	Year of Service
Starting Rate	\$14.12	1 st
After 1 Year of Service	\$14.43	2 nd
After 2 Years of Service	\$14.75	3 rd
After 3 Years of Service	\$15.06	4 th
After 4 Years of Service	\$15.37	5 th
After 5 Years of Service	\$15.68	6 th
After 6 Years of Service	\$16.00	7 th

After 7 Years of Service	\$16.62	8 th
After 8 Years of Service	\$16.62	9 th
After 9 Years of Service	\$16.62	10 th
After 10 Years of Service	\$16.62	11 th
After 11 Years of Service	\$17.24	12 th
After 12 Years of Service	\$17.24	13 th
After 13 Years of Service	\$17.24	14 th
After 14 Years of Service	\$17.24	15 th
After 15 Years of Service	\$17.93	16 th
After 16 Years of Service	\$17.93	17 th
After 17 Years of Service	\$17.93	18 th
After 18 Years of Service	\$17.93	19 th
After 19 Years of Service	\$18.62	20 th
After 20 Years of Service	\$18.62	21 st

Exhibit B

2002-2003

Maintenance Employees	Wage	Year of Service
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Starting Rate	\$15.31	1 st
After 1 Year of Service	\$15.62	2 nd
After 2 Years of Service	\$15.94	3 rd
After 3 Years of Service	\$16.25	4 th
After 4 Years of Service	\$16.56	5 th
After 5 Years of Service	\$16.87	6 th
After 6 Years of Service	\$17.19	7 th
After 7 Years of Service	\$17.81	8 th
After 8 Years of Service	\$17.81	9 th
After 9 Years of Service	\$17.81	10 th
After 10 Years of Service	\$17.81	11 th
After 11 Years of Service	\$18.43	12 th
After 12 Years of Service	\$18.43	13 th
After 13 Years of Service	\$18.43	14 th
After 14 Years of Service	\$18.43	15 th
After 15 Years of Service	\$19.12	16 th
After 16 Years of Service	\$19.12	17 th
After 17 Years of Service	\$19.12	18 th
After 18 Years of Service	\$19.12	19 th

After 19 Years of Service	\$19.81	20 th
After 20 Years of Service	\$19.81	21 st