

**Collective Bargaining Agreement
between the
United Electrical, Radio and Machine
Workers of America
UE Local 898
and the
Newton Community School District**



**2025-2026
2026-2027
2027-2028**

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It is the policy of the Newton Community School District not to illegally discriminate on the basis of race, color, national origin, gender, disability, religion, creed, age (Employment only), marital status, sexual orientation, gender identity and socioeconomic status (students/program only) in its education programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact the District's Equity Director, E.J.H. Beard Administration Center, 1302 First Avenue West, Newton, IA 50208. 641-792-5809.

Mutual Pledge of the Parties

The Union and the Newton Schools Administrative Staff have agreed to promote harmonious relations and efficient operations, and to carry out the collective bargaining Agreement in a spirit of harmony and goodwill.

ARTICLE I
RECOGNITION AND UNION SECURITY

1.1 Bargaining Unit

This Agreement is made and entered into between the Board of Education of the Newton Community School District (hereinafter referred to as the District) and the United Electrical, Radio and Machine Workers of America (UE), and its Local 898 (hereinafter referred to as the Union).

The School Board of the Newton Community School District recognizes the Union as the exclusive bargaining representative for the employees of the Newton Community School District in the bargaining unit as defined by the state of Iowa Public Employment Relation Board's certification in case number 5735, dated the 30th day of October, 1997: All full-time and regular part-time para-professionals, transportation workers, custodial workers, documentation/delivery worker, maintenance workers, and food service workers. The Union and the District have agreed to cooperate to promote harmonious relationships and efficient operations, and to carry out the collective bargaining procedures in a spirit of harmony and good will.

The parties will review all new classifications and if unable to reach agreement as to their inclusion or exclusion from the bargaining unit shall submit such classifications to the Iowa Public Employment Relations Board for final resolution.

1.2 Request for Meetings

The District and the Union shall meet for the purpose of negotiating a Collective Bargaining Agreement. Requests from the Union for negotiation meetings shall be made by the Union's designated representative. Requests from the District shall be made by its designated representative.

1.3 Facilities and Equipment Usage

The Union shall have the right to hold meetings on school district property as scheduled with the district office and/or building administrative supervisor/supervisor's designee.

Bargaining unit employees shall have the right to distribute literature and other union business, which may include, but not limited to distribution of union literature, election and membership materials through use of school mail.

The Union shall be provided with bulletin board space in each school, the maintenance office, the copy center, and the bus garage. In the high school, the Union will be provided with bulletin board space in the custodial control room, kitchen office, and teachers' lounge/workroom. In the Berg complex, the Union shall be provided with bulletin board space in the teachers' workrooms, custodial office and kitchen. All other elementary schools shall be provided with bulletin board space in the teacher workroom/lounge and kitchen. The District agrees that during working hours, without loss of pay, and on the District's premises, Union representatives (building representatives at their work location) shall be granted a reasonable amount of time for the purpose of posting Union notices on designated bulletin boards.

1.4 Contract Distribution

The District will make the UE Agreement accessible on the District website to all UE employees.

ARTICLE II GRIEVANCE PROCEDURE

2.1 Grievance

A grievance shall be an employee's written complaint alleging a violation involving the application and interpretation of provisions of this Agreement. An aggrieved employee may file a grievance on behalf of him/herself and others in similar situations. A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the alleged incident or violation took place, and the section or sections of the Agreement involved. The grievance shall be presented to the grievant's immediate supervisor on forms mutually agreed upon by the District and the Union (and included in the appendix). The grievance shall be signed and dated by the grievant. Prior to the filing of a formal written grievance, employees are encouraged to meet with the Supervisor to informally resolve any matter that might constitute a grievance. Should that informal meeting not resolve the matter, then the employee may proceed to Step 1.

2.2 Purpose

The purpose of this procedure is to resolve, at the lowest possible step, grievances which may arise under the provisions of this contract.

2.3 Procedures

Step 1

The grievance should initially be taken up with the supervisor by the employee, alone or, if the employee wishes, with his/her Union Representative. This will be on an oral basis. The supervisor shall attempt to address the grievance as soon as possible. If investigation or consultation is required, the supervisor shall be permitted to give an answer within 7 calendar days, or longer if agreed to by both parties.

Step 2

A written grievance may be filed within twenty-one (21) calendar days from the date of the occurrence by presenting it to the grievant's immediate supervisor. The immediate supervisor will, within seven (7) calendar days of receipt of a written grievance from the employee or Union representative, schedule a meeting with the Union representative, if applicable, and grievant and attempt to resolve the grievance. The supervisor will return a written answer to the grievant, Union representative, and superintendent within seven (7) calendar days following the Step 1 meeting. If the District does not answer Step 1 on a timely basis, the grievant may file the grievance at the next step.

Step 3

In the event a grievance has not been satisfactorily resolved at Step 2, the grievant may file (or authorize a Union representative to file), within seven (7) calendar days of the supervisor's written decision at the first step, a copy of the grievance with the Superintendent or Superintendent's designee. Within ten (10) calendar days after such written grievance is filed, the Superintendent or Superintendent's designee shall schedule a meeting with the grievant and Union representative and attempt to resolve the grievance. The Superintendent or Superintendent's designee shall file an answer within seven (7) calendar days of the second step grievance meeting and communicate it in writing to the employee, Union representative, and the supervisor.

2.4 Time Limits

The parties may mutually agree in writing to extend the time limits of any step of the grievance procedure. Such extension shall not be unreasonably withheld by either party.

2.5 Processing Grievances

The grievant and one steward may be in pay status at scheduled meetings with the District that occur during the respective individual's regular work hours. The grievant is entitled to be present at all steps of the grievance procedure and to be represented by the Union.

ARTICLE III
SENIORITY PROVISIONS

3.1 Definition

Seniority means an employee's length of continuous service with the District since the employee's date of employment. As long as an employee is employed in the bargaining unit, his/her seniority continues to accumulate.

Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a permanent position.

In the event two (2) employees have the same original date of employment, seniority shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

3.2 Seniority Lists

On or about December 1 of each school year, the Union will be provided with fifteen (15) copies of a list showing the seniority by job classification of each employee. If a protest is not received within thirty (30) days of the posting, the list shall be deemed correct. Additional copies will be provided to the Union as reasonably requested.

ARTICLE IV
JOB POSTINGS

4.1 Job Postings

The District shall post the vacancy for a period of 7 days in each building on bulletin boards customarily used for official employee announcements and on the school district website. One copy of each job posting shall be sent to the union president's district email address. When vacancies are posted over the summer break, a copy of each job posting shall be emailed to officers and stewards designated by the union. The posting shall include the job class, all qualifications, including all licenses and certifications that will be required for the position, work location, hours of work, and the pay scale. During summer recess postings shall be at the high school, bus garage, central office and District website.

4.2 Procedures

The District shall have the discretion to fill vacancies based on special requirements and qualifications with existing Employees or new hires. If the District adds special requirements to an existing job classification, it shall be considered a new job classification.

The District may consider such factors as quality and continuity of existing functions, and employee qualifications. Employee qualifications shall include skills, abilities, employee work record, licensure, and certification. If factors are equal among applicants, then seniority shall be the deciding factor.

ARTICLE V
HOURS OF WORK AND WAGES

5.1 Working Schedules

Work schedules are defined as an employee's assigned hours, days of the week, and days off. Schedules for all employees shall be posted five (5) days in advance except in emergency circumstances.

Whenever possible, the District will provide twenty-four (24) hours notice prior to requiring work outside the normal work schedule. Nothing in this agreement constitutes a minimum guarantee of work for an employee.

Nothing herein shall prevent the District and employee from mutually agreeing to a flexible schedule outside the normally scheduled hours.

Employees who regularly work thirty (30) hours or more per week shall be considered full-time employees.

All bargaining unit employees shall be paid for all hours worked. Mandatory attendance at meetings shall be considered as hours worked.

All eleven (11) month employees will be allowed to take their unpaid leave with approval of their supervisor.

When assigning part time custodians additional temporary work (substituting for full time custodians) the District shall make a good faith effort to equalize the work among part time custodians in the building.

~~Bus drivers employed for ten (10) months per year will be paid over twelve (12) monthly installments.~~

5.2 Overtime

Authorized overtime will be that time worked, with approval of the responsible Superintendent or supervisor of the division, over forty (40) hours in any one week and compensated at the rate of one and one-half (1-1/2) their hourly rate. All hours worked on Sunday in excess of forty (40) hours in a week shall be compensated at two times the employee's regular hourly rate. Paid holidays shall be included in the calculation of overtime. Overtime shall not be paid for non-mandatory meetings.

All custodial work required for (1) special non-school events and (2) school events outside the normal work schedule shall be assigned pursuant to the procedure described below.

- (a) Employees in each department who are working on the same shift, and who would normally divide overtime, shall be placed in groups which will be identified on the Overtime Group List. Opportunities to work overtime will be distributed equitably among the employees within the group.
- (b) Overtime records shall be kept within the department office for each overtime group in the department, which will establish any differential in overtime distribution among the employees within the group. These overtime records will be made available for inspection by the employees involved and the Union Representatives.
- (c) When any employee within an overtime group achieves an excess of twelve (12) or more charged hours of overtime in excess of any other employee in the same group, such other employee may file a written notice with the department head, to the effect that one (1) or more employees in the group are twelve (12) or more charged hours of overtime in excess. Such a notice must be signed by one (1) employee, and must be filed prior to the end of the shift during which overtime assignment, which would result in the further unbalance, was scheduled. If, following the receipt of such notice, an employee who is twelve (12) or more hours in excess of the aggrieved employee who signed the notice is permitted to work overtime without clearly justifiable reasons, the District shall pay to the aggrieved employee, who signed the notice, the earning that the employee who was in excess and who was permitted to work earned during such period. Such payment shall be charged as overtime worked. If any such notice is filed, it shall become cancelled and shall have no effect when no employees in the group have twelve (12) or more hours in excess of the aggrieved employee. If more than one (1) such notice is on file and an error in scheduling overtime occurs, the employee with the lowest overtime credits, who had a notice on file, will be paid the earnings received by the employees improperly scheduled. If several employees filing such notice have equal overtime credits, the penalty payment will be divided among them.

5.3 Non-pyramiding Provision

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

5.4 Callback Pay

The District agrees that employees called back for duty will be guaranteed a minimum of two (2) hours pay at their regular rate or at the overtime rate for hours worked in excess of forty (40) hours in a week. This provision shall not be construed so as to provide for additional compensation if the employee is called back for duty within the

original two (2) hour period. Employees who are called back to work in excess of two (2) hours will be paid for actual time worked. To qualify for callback compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

5.5 Bus Drivers

Current practices regarding assignment of non-regular routes shall continue.

Hours worked on out-of-district activity trips will be calculated from fifteen (15) minutes before the time leaving the bus garage to thirty (30) minutes after time returning to the bus garage.

When making activity trip assignments, priority shall be given to **regular route** full-time drivers rather than substitute drivers. Except in response to exceptional circumstances, these assignments shall not be made if they interfere with regular routes.

All drivers must sign up on a form provided by management on a quarterly basis indicating the type of non-regular route trips for which they wish to be considered for assignment. All drivers shall remove their names when they no longer wish to be considered for assignment. The list of assignments may be reviewed by the Union at any time. Drivers and/or the Union may raise concerns about assignments with the Supervisor of Transportation and/or the labor management committee.

When management makes the non-regular route assignments, a copy shall be posted in the driver's lounge and be at least one week current. Allowances shall be made for changes due to unexpected circumstances

5.6 Meal Periods

Current practices regarding meal periods shall continue. Meal periods shall be without job responsibility.

5.7 Rest Periods

Current practices regarding rest periods shall continue. Rest periods shall be without job responsibility. Employees shall receive a fifteen (15) minute paid rest period for each four (4) hours of work per day.

5.8 Scheduling Substitutes

It shall be the District's responsibility to find and schedule substitute employees as needed.

5.9 Early Release

The District, via supervisors, will advise employees if their scheduled hours are affected by an unscheduled early release or late start due to weather or an act of God. Employees shall not be docked for unscheduled early releases or late starts when the day is counted as a completed instructional day.

5.10 Use of Personal Vehicles

Employees are not routinely required to use their personal vehicle for school business. If a school vehicle is not available for use in traveling to required school business, mileage will be paid at the designated school rate.

5.11 Seasonal Work

Summer or seasonal work opportunities will be posted. Bargaining unit employees will be offered summer or other seasonal work opportunities before anyone outside the bargaining unit is offered such work.

5.12 Bus Driver Activity Trip Pay

When driving an overnight activity trip bus drivers will receive at least eight hours pay per day for trips requiring an overnight stay, with hours worked on non-activity trips also counted toward this eight hour minimum. If the arrival time on the return trip home goes beyond midnight, the activity minimum pay will not go into effect for the post-midnight period. The driver will also receive overtime pay if applicable (i.e. Section 6.3 above) calculated using the activity/trip pay rate except the provisions regarding Sunday double time do not apply.

5.13 Substitute

When an employee substitutes for another employee in a different job classification that employee will receive the base rate of pay of the substituted employees' job classification.

5.14 Sub Authorization for Educational Associates

Educational associates who possess a BA degree and substitute authorization, will be paid at an hourly rate based on the District substitute teacher established pay rate.

ARTICLE VI
HOLIDAYS

6.1 Holidays

All full-time (thirty-five (35) hours or more per week) twelve (12) month employees in the bargaining unit shall be granted the following paid holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, President's Day, Independence Day.

If any such holidays fall on Saturday, the previous Friday shall be a holiday. If any such holidays fall on Sunday, the following Monday shall be a holiday.

All other bargaining unit employees shall be granted Christmas day and Good Friday as paid holidays at their regular daily rate of pay.

ARTICLE VII
VACATIONS

Full-time (thirty-five (35) hours or more per week) bargaining unit employees working on a twelve (12) month basis shall be granted paid annual vacation leave as follows:

- One (1) week after first full year seniority
- Two weeks (2) after two full year seniority
- Three (3) weeks after five full years' seniority
- Four (4) weeks after ten full years' seniority

Unused vacation shall be paid to the employee for those that fall under the UE Agreement or employees can choose to carry over vacation into the month of July. The carry over vacation days must be used by July 31. Vacation leave will be adjusted to the new yearly allocation.

Any employee who is laid off, separated from employment, retires, or resigns shall be compensated for the unused vacation accumulated at the time of separation.

Every attempt will be made to grant employees vacation at the requested time.

In the event a full-time 12-month employee dies before receiving vacation pay for the year of death, the pro-rata share of vacation pay earned at the time of death for said year shall be paid to the estate of the deceased.

ARTICLE VIII
LEAVES OF ABSENCE

8.1 Sick Leave

All employees shall be granted fifteen (15) paid days of sick leave for each year of employment accrued based upon the number of days an employee should work and the employee agreement.

Unused sick leave may be accumulated from year to year up to a maximum of one hundred eighty (180) days.

Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, or pregnancy or childbirth.

The District may request medical verification for an absence when an employee is utilizing leaves of absence for personal illness. The District will request medical verification for absences after 3 consecutive days of personal illness.

If an employee is on sick leave when a regularly scheduled holiday falls, the employee's sick leave account shall not be charged for the holiday period.

When an employee returns to work from a layoff, any unused accumulated sick leave up to a total of the allowable maximum of one hundred eighty (180) days shall be restored provided the employee is reinstated within eighteen (18) months of layoff.

In no case shall an employee who is qualified for sick leave be required by the District to report to work.

8.2 Bereavement Leave

In the case of the death of the father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, grandchild, comparable in-laws and domestic partner (individually and residing with the employee) of an employee of the District, the employee shall be granted permission to be absent from duty by the Superintendent or designee for as many days, not to exceed (5) per year with full pay, as may be necessary in his/her opinion, for attendance at the funeral and for any other purposes directly arising out of said death. In the event of two non-concurrent deaths within the immediate family as defined above, the Superintendent may grant additional leave days.

Two (2) days of absence annually shall be allowed to attend funerals or visitations of other relatives or close friends. Such leaves shall be granted with full pay and shall not be charged against sick leave nor shall such days be cumulative.

8.3 Family Illness Leave

Up to five (5) days of leave may be used to tend to the illness of the father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, grandchild, comparable in-laws and domestic partner (individually and residing with the employee) of an employee of the District. The District may ask for written verification from a doctor for absences of more than two (2) consecutive days. This leave is non-cumulative. Such leave shall be granted with full pay.

8.4 Personal Leave

For all employees, three (3) days per year shall be allowed for important personal business which cannot be conducted outside of the working day. Personal leave days can accumulate up to five (5) days per year.

8.5 Professional Leave

Upon recommendation of the supervisor, employees may be granted paid leave to attend training seminars to improve skills applicable to their work responsibilities or to attain skills that would qualify them for other bargaining unit positions. The District will pay the cost of the seminar for all approved training.

Pre-approved expenses for lodging are limited to the rate of a medium priced hotel in the area. Lodging or meals may be pre-approved for a larger amount if special circumstances require the employee to stay or eat at a particular site. For travel requiring an overnight stay, pre-approved expenses for meals up to \$40.00 per day are allowed. ~~For travel not requiring an overnight stay, pre-approved expenses for meals up to \$8.00 per meal are allowed.~~

8.6 Military Leave

The District agrees that military leave shall be granted pursuant to Iowa Code 29A.28.

8.7 Union Leave

At the request of the Union, employees shall be granted an unpaid leave of absence for Union activities up to 30 days per year, subject to the District finding a suitable replacement. Such employees shall accumulate seniority during such leave. Upon completion of such leaves of absence, employees shall be returned to their formerly held or like position at the rate of pay in effect at the time of return. Notwithstanding the above, Union members may elect to take vacation or earned compensatory time in lieu of leave of absence without pay.

8.8 Leave Without Pay

Except as otherwise provided for in this Agreement, leave without pay may be granted from the immediate supervisor subject to approval by the Superintendent in advance. Requests for leave without pay shall be on the District form. The District has sole discretion to grant or deny the leave request.

The employee shall be asked to explain the reason for any leave time requested. The District shall require an employee to use accumulated paid leave prior to receiving approval for unpaid leave except in instances of Union leave or except in emergency inclement weather.

The District recognizes certain requests for leave without pay may be governed by the Family Medical Leave Act (FMLA).

8.9 Jury Duty

An employee shall suffer no loss of salary by reason of jury duty or if subpoenaed for reasons due to employment with the district (except if the subpoena is issued on behalf of the employee or the Union). When jury duty pay has been received, the District may require a copy of the check. The employee shall then forward a check equal to jury duty pay to the District. There shall be no loss of regular pay.

When an employee is required to report for jury duty during the day (for more than four hours) that employee shall be excused from their work shift for that day.

8.10 Use of Leave

Use of leaves in this article shall be taken in at least half day or half shift increments.

8.11 FMLA

The District will follow federal guidelines for employees to qualify for FMLA. Employees have to have worked 1,250 hours in the last 12 months to qualify for FMLA. FMLA provides certain employees with up to 12 weeks of job-protected leave per year. It also requires that their group health benefits be maintained during the leave.

For complete information on FMLA and the District's handling of FMLA (including eligibility), please review the Board policies (409.03) found online. In accordance with Federal law, employees will apply for FMLA when an illness-related absence exceeds three days and is due to a qualifying medical condition. The district requires that FMLA leave and paid illness leave be used concurrently. To apply for FMLA, please contact Human Resources.

8.12 UNPAID LEAVE OF ABSENCE

All employees are eligible for unpaid leave for once-in-a-lifetime catastrophic events. This leave is at the discretion of the Superintendent or their designee. To request this leave, please email or contact the Director of Human Resources.

ARTICLE IX
WORKERS' COMPENSATION

9.1 Workers' Compensation Benefits

The District shall provide Workers Compensation Insurance as provided by the law and will make Workers Compensation forms and information available.

Employees shall not be required to utilize sick leave, vacation, or earned compensatory time prior to utilizing workers' compensation benefits. Upon request, employees may supplement workers' compensation benefits with accrued sick leave, vacation, or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

ARTICLE X
HEALTH AND SAFETY

10.1

An employee with safety concerns should report those concerns to the immediate supervisor. If the employee is not satisfied with the response or resolution, the employee may report the concern to the appropriate Superintendent or Superintendent's Designee. Written concerns will receive written responses within a reasonable time. These concerns may include a request for protective wear if appropriate. The safety concerns and the District's response or resolution shall not be subject to the procedures of Article II.

10.2 Tools and Equipment

The District shall continue property insurance of employees' personal tools that are necessary for the performance of the employees' responsibilities and kept on the District's premises.

10.3 Clothing

The District shall provide maintenance and trades workers with uniforms.

10.4 Physical Examinations

Employees of the District shall file with the District at the beginning of service a written medical report of a physical examination by the licensed physician who has performed said examination. Report is to be completed on examination form prepared by the District. The District shall reimburse the employee any costs associated with the initial physical after 90 days of employment.

Bus Drivers: Physicals as required by statute, will be paid by the District. All bus driver physicals will be done at the District-approved provider location.

When the District's approved provider sends the employee to their personal physician to complete their required physical, any cost up to the District's current reimbursement rate amount incurred by the employee, shall be paid by the District.

10.5 Training

The District will provide all required training and will consider developing additional training programs as requested by the employees. Employees shall receive their regular pay while attending training programs.

ARTICLE XI
SAVINGS CLAUSE

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision, and upon issuance of such a decision, the District and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

When this contract is a multiple-year contract and the parties fail to agree on provisions for substitution in fifteen (15) calendar days following the start of negotiations, the parties shall submit to arbitration under the terms of Article II of this Agreement. When this contract is a single year contract, negotiations for substitute provisions shall occur during regular annual negotiations.

ARTICLE XII
TERMS OF AGREEMENT

This Agreement shall be in full force and effect for a period of **three (3) years beginning July 1, 2025 and ending June 30, 2028**. Upon termination of the Agreement all obligations under the Agreement are automatically canceled.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective chief negotiators, and their names placed hereon, all on the 9th day of June, 2025.

UE Local 898
Newton Community Schools Classified Staff

By: _____
Dave Rojohn UE President

By: _____
Steve Hartz Chief Negotiator

By: _____
Larry Shaver Chief Negotiator

Newton Community Schools
Board of Education

By: _____
Robyn Friedman Board of Directors, President

By: _____
Tom Messinger Chief Negotiator

APPENDIX A: BASE WAGE

I. Base Wage

- FY26 – 2.75%

The Newton Community School District and the UE agree to re-open the economic piece each year of this agreement.

II. Base Rates and Transition / New Hire Rates for 2025-2026

Application of these increases to individuals in the unit is provided to the union in a side letter as part of this agreement.

WAGE SETTLEMENT FOR 25-26	
Bus drivers:	
Base	\$32.72/hr
Activity	\$20.55/hr
Custodians:	
FT Base	\$19.63/hr
PT	\$15.41/hr
Food Service:	
I-Driver	\$18.32/hr
II-Baker	\$17.70/hr
III-MS/HS/Elem	\$17.21/hr
Lead Satellite kitchen worker as designated by the District: Additional \$0.20 per hour.	
Maintenance:	
Base	\$28.41/hr
Maint 1	\$15.41/hr
Maint 2	\$23.71/hr
Educational Associates:	
	\$17.21/hr
Crossing Guards:	
	\$15.41/hr