

**AGREEMENT**

**Between**

**BOARD OF EDUCATION  
PROVISO TOWNSHIP HIGH SCHOOLS  
DISTRICT 209  
COOK COUNTY, ILLINOIS**

**AND**

**THE PROVISO SUPPORT STAFF COUNCIL  
OF THE WEST SUBURBAN TEACHERS UNION  
LOCAL 571  
ILLINOIS FEDERATION OF TEACHERS  
AMERICAN FEDERATION OF TEACHERS**

**JULY 1, 2010 – JUNE 30, 2013**

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## **ARTICLE I: RECOGNITION AND SCOPE**

The Board of Education of Proviso Township High School District #209, Cook County, Illinois (hereinafter referred to as the "Board" or the "Employer") recognizes The Proviso Support Staff Council of the West Suburban Teachers Union Local #571, IFT-AFL/CIO (hereinafter referred to as the "Union") as the exclusive bargaining agent for all full and regularly employed part-time support service employees.

### Information Technology Aides/Technical Support Personnel

- Computer Lab Aide
- Jr. Data/Help Desk Analyst
- Computer Support Technician

### Secretaries

- Bookroom
- Attendance
- Special Education
- Band
- Nurse Assistant
- Dean/Counselor
- Student Life
- Registrar
- Enrollment

### Administrative Assistants

- Ed Services/Assistant Principal Secretary
- Director Secretaries

### Accounting Clerks/Bookkeeping Clerks

- Purchasing Agent
- Business Office Clerk
- Head Bookkeeper/Chief Cashier
- Assistant Director of Accounting/Payroll
- Assistant Purchasing Agent

### Receptionists/Information Clerks

- Main Office
- Library
- Duplicating Machines/Stock Clerk

### Security

- Security Officers

## Aides

- Teacher Aides
- Library Aides
- Job Coach
- ESL Tutors

## Nurses

- Nurses

Excluded employees are:

- Teachers
- Police Counselors
- School Resource Officers
- Custodial Personnel

Confidential and managerial employees as defined by the Act and as described below:

- Assistant Superintendents' Secretaries
- Network Administrator
- Benefits Coordinator
- Building Security Supervisors
- Business Manager's Secretary
- Business Office Supervisor/Payroll Coordinator
- Human Resource Secretaries
- Principals' Secretaries
- Secretary to the Superintendent and Business Office
- Executive Assistant to Superintendent
- Network Engineer
- Superintendents' Secretaries
- West Business Office Liaison

### 1.2. Savings Clause

If any article, section, or provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or provision.

### **1.3. Definition of Terms**

#### **1.3.1. Full-Time Employee**

Any employee who is regularly employed on a ten (10) or twelve (12) month basis and who works thirty-seven and one-half (37.5) or more hours per week, excluding lunch, shall be deemed a “full-time” employee.

#### **1.3.2. Part-Time Employee**

Any employee who is regularly employed on a ten (10) or twelve (12) month basis and who works less than thirty-seven and one-half (37.5) hours per week shall be deemed a “part-time” employee.

#### **1.3.3. Ten-Month Employee**

Ten-month employees are employed for less than 12 months. After the completion of the probationary period employees who are not renewed shall be given notice of any work related deficiencies with adequate time to remediate said deficiencies. Such employees shall not be discharged or non-renewed for non-employment related reasons. Except that the Board may release employees in the event of a staff reduction as specified in Article III, Section 2 of this Agreement.

### **1.4 Scope Of Negotiations**

The Board agrees to negotiate with the Union on matters of wages, hours, fringe benefits, and the terms and conditions of employment as required by law. This duty does not compel either party to agree to a proposal or concession. The parties further agree that there shall be no change in the subjects or matters covered by this agreement nor shall there be any change in conditions of employment, hours, wages or fringe benefits without prior negotiation, if requested.

### **1.5. Changes In Policy**

If the Board or Administration wishes to change a policy which would affect wages, fringe benefits or working conditions not covered by this Agreement and which are mandatory subjects of bargaining but not matters of inherent managerial policy under the Illinois Educational Labor Relations Act (“Act”), the Board shall notify the Union in writing of such proposed changes. The Union may, within five (5) days of receipt of said notice, request a meeting to negotiate the change.

The change or modification in working conditions shall not be instituted until good faith negotiations have been conducted unless the Union has agreed to such change or modification or has failed to request negotiations within five (5) days of receiving notice. The Board may institute a change or modification in working conditions if the Union and Board have not reached an agreement after good-faith negotiations have been conducted. The provisions of this section shall not apply in an emergency or an extraordinary situation wherein the Board must take immediate action and time or circumstances make bargaining impracticable.

### **1.6 Management Rights**

The Board retains and reserves unto itself the powers, authority, duties and responsibilities vested in the Board by law provided that it shall exercise such powers, authority, duties and responsibilities in conformity with the provisions of this Agreement. The Board shall have and retain the full and exclusive right to hire, fire, assign, promote, demote, layoff, direct, discipline, transfer, suspend, evaluate and determine the qualifications of its employees. The Board has the complete and sole right to determine the operations and the extent of same of the District, to make work rules, determine the methods, standards and extent of work, to determine the content of jobs and to select and appoint supervisory personnel provided it does not abridge this Agreement by doing so. Nothing in this management rights clause diminishes the Board's duty, if any, under the Illinois Educational Labor Relations Act (the "Act") to negotiate midterm changes in wages, hours and working conditions not specifically covered by this Agreement; provided, however, enforcement of any such duty by the Union shall be solely through the Illinois Educational Labor Relations Board and not through grievance procedure, and nothing in this Agreement diminishes the Board's authority to implement changes in working conditions not specifically covered by this Agreement after satisfaction of the Board's duty, if any, to negotiate such changes.

## **ARTICLE II: UNION RIGHTS**

### **2.1. Board Meetings**

The Union shall have the right to send an official representative to attend any open meeting of the Board. Upon request at the Board meeting, the Union representative shall be given a reasonable and appropriate opportunity to address the Board. The Union representative will, whenever possible, give notice to the Superintendent of the intention to address the Board, along with a brief statement of the subject matter to be mentioned.

## **2.2. Information To The Union**

The Board agrees to make available to the President of the Union a copy of the agenda and minutes of all regular meetings of the Board two (2) days prior to all Board meetings via notification of posting on the District website. The District will make its best efforts to make available the documents in advance of regular Board meetings via electronic delivery if possible. The Board shall send the Union President the annual fiscal year and financial statement and audit, the approved tentative budget, treasurer's reports, the names of all employees in the bargaining unit and regularly prepared statistical information pertaining to wages paid and benefit coverage.

## **2.3. New Employees**

Names and addresses of newly hired employees covered by this Agreement shall be sent to the Union upon request. All newly hired employees shall be given a copy of this Agreement and execute a written receipt therefore.

## **2.4. Union Business**

Upon at least three (3) school days' written notice, and subject to the Superintendent's approval based upon the effect the absence will have on school operations, the Union President and/or designee shall be allowed up to two (2) days of released time each school year for Union business without loss of pay. The Union will reimburse the District for the reasonable costs. Additional days may be granted by the Superintendent.

## **2.5. Dues Deduction**

The Board shall deduct from the regular paycheck of each employee from whom it receives written authorization the required amount of Union dues. The dues and a list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper Union Treasurer no later than ten (10) days after such deductions were made.

## **2.6. Fair Share**

2.6.1. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union, each month, their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

2.6.2. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Illinois Educational Labor Relations Board rules.

2.6.3. Such fair share payment by nonmembers shall be deducted by the Board from the earnings of the nonmember employees and remitted to the Union within ten (10) work days.

2.6.4. The Board shall cooperate with the Union to ascertain the names of all employee nonmembers of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.

2.6.5. The Union shall post a notice concerning the fair share fee information required or permitted by the Illinois Educational Labor Relations Act and Labor Board rules.

2.6.6. The Union shall adopt an internal appeal procedure and shall provide the Board with a copy of that procedure. The Union shall advise the Board of any changes to that procedure. In the event that an employee files an objection or unfair labor practice charge related to the fair share fee with the Labor Board, the Board shall forward the objector's fee to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the Union and objector.

2.6.7. The Union and the Board shall comply with the rules of the Illinois Educational Labor Relations Board concerning notice, objections, and related matters contained in its fair share rules.

2.6.8. 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 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 Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

2.6.9. If during the term of this Agreement, the Illinois Educational Labor Relations Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

## **2.7. Use Of School Buildings**

The Union and its representatives shall have the right to use appropriate and available school building areas to transact official Union business at designated times as authorized by the Superintendent or his/her designee. The Union shall pay a reasonable service charge whenever extraordinary custodial services are required because of the use of school facilities.

## **2.8. Use Of Equipment**

The Union may have reasonable access to and use of the District's duplicating equipment provided that the Union reimburses the District for the cost of such use and provided further that such use does not interfere with the conduct of school business.

## **2.9. Bulletin Boards**

The Union shall be provided adequate space on existing bulletin boards in employees' lounges and employees' cafeterias at each school. All notices and materials that are posted are to be signed and dated by an authorized Union representative, approved by the principals or their designees and submitted to the Superintendent at the time of posting.

## **2.10. School Mail**

The school mail boxes which may be assigned to bargaining unit employees and interschool mail service may be used to facilitate the dissemination of information for Local Union business. All information to be disseminated shall be verified by an authorized Union representative and approved by the principal or the principal's designee. Information that is not approved within twenty-four hours may be disseminated without approval. All reasonable means shall be taken to approve information which must be disseminated before the twenty-four hour period ends.

## **2.11. Consultation**

2.11.1. The Superintendent shall meet, as needed, at a mutually agreeable time, upon request of the Union President and Vice Presidents to discuss matters relating to the implementation of this Agreement.

2.11.2. The Principal of the school shall, upon request of the Union, meet during a mutually agreeable time, as needed, with two (2) representatives of the Union to discuss school operations and questions relating to the implementation of this Agreement

2.11.3. Upon mutual agreement, the consultations may occur during the work day.

2.11.4. Union Time

The President of Proviso Support Staff Council, or the president's designee, shall be allowed release time to fulfill the responsibilities associated with the implementation, maintenance and enforcement of this Agreement without loss of pay or benefits subject to approval by the individual's immediate supervisor.

### 2.11.5. Labor/Management Committees

The Board and Union shall establish a labor/management committee for the purpose of frank and open discussion regarding the improvement of efficiency, productivity, and workplace relations. Upon request of the Union and with the approval of the Superintendent or designee, a labor/management committee may be established to address specific or ongoing issues.

Such committees may be established according to the following guidelines:

1. The committee will consist of equal numbers of management and Union representatives.
2. Committee recommendations, if any, will be advisory in nature.
3. Labor/management committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.

### 2.12. Notification

2.12.1. All affected employees shall receive at least one week's notification in writing of any change or modification in their working conditions which is the result of negotiations between the Board and Union.

2.12.2. The Administration shall notify ten (10) month employees of their tentative assignment for the following school year as soon as possible but no later than the end of the school year.

2.12.3 Except in cases of disciplinary or just cause, employees who are being dismissed shall be given a thirty (30) day notice by the Board.

### 2.13. Contract Costs

Each employee shall be provided with a copy of this Agreement. Each new employee covered by this Agreement shall receive a copy of this Agreement upon being hired. The cost of printing and reproducing this Agreement shall be borne by the Board. Printed copies shall be available sixty (60) days after ratification by both parties.

### 2.14. Restructuring

2.14.1. The administration will seek Union involvement in the preliminary discussions concerning the restructuring of bargaining unit positions.

2.14.2. Prior to posting a new or restructured position, the administration shall inform the Support Staff President of any restructuring of bargaining unit positions or any creation of a new position which the Union believes may be a bargaining unit position and, upon Union request, shall meet and discuss the Union's input.

## ARTICLE III: WORKING CONDITIONS

### 3.1. Seniority

3.1.1. The Board and Union agree that seniority, as defined in this Agreement, shall be a consideration in all promotions, transfers, layoffs, re-employments and overtime.

#### 3.1.2.

- a. Seniority shall be defined as the length of service with the Board. Only actual time worked shall be credited to employees for seniority purposes. Employees shall not accrue credit for seniority while on leaves of absence or while laid off, but shall not lose accrued seniority while on either. Nor shall employees lose accrued seniority for a voluntary break in service of less than six (6) months.
- b. Each employee shall receive a seniority date upon employment which shall be the first day of actual work. If two or more employees have the same seniority date, the date of employees' applications shall control who has greater seniority. If two or more employees still have the same seniority date and application date, the Superintendent shall break the tie based on work performance.
- c. An employee who is assigned to a position in a classification as listed in Section 3.2.2. different from a previous position shall retain his/her seniority in all positions in which he/she has worked
- d. There will be one seniority list combining all positions for each job classification described in Section 3.2.2. The seniority list shall be used to determine the order of layoffs. The seniority list shall show the length of continuing service of each employee in each position held while employed in the District. The employee with the shortest length of continuing service within the respective category of Position shall suffer the layoffs in that order.
- e. Employees must hold a bargaining unit position to be able to bump other employees who hold a bargaining unit position. Employees in exempt positions cannot bump into a bargaining unit position. Employees in a bargaining unit position cannot bump into an exempt position.
- f. In the event any employee position is eliminated, the person in that position can bump into any position for which he/she is qualified in the same classification, held by an employee with less seniority.
- g. All employees will have an equal opportunity to interview for any open positions for which the employee is qualified. If requested, by the employee, the appropriate administrator will meet and discuss the reasons the employee was not chosen for the open position.

**3.1.3. Seniority shall be lost upon any of the following:**

- a. Resignation (unless the employee is rehired within six (6) months)
- b. Discharge for cause
- c. Retirement
- d. Failure of the employee to return to work at the expiration date of an approved leave of absence.
- e. Failure to respond to a notice of recall after a layoff within five (5) days of receiving a notice delivered to the employee by certified or registered mail at the last address filed by the employee with the Board office.

3.1.4. A seniority list shall be prepared annually by the Board and delivered to the Union President no later than February 1 of each school year. Any employee who disagrees with placement on the seniority list shall notify the Board, in writing, within thirty (30) days of the delivery date.

**3.2. Reduction In Force and Recall**

If a Reduction-in-force (hereafter referred to as "RIF") is being considered by the Board, the Union shall be notified in advance. Upon request of the Union, the Board shall meet and discuss the conditions giving rise to the consideration of a RIF and alternative solutions to the problem(s). If a RIF is unavoidable the Board and Union will determine how to implement the language of this Agreement.\*\*

3.2.1. In the event the Board determines that it is in the best interest of the District to decrease the number of employees or to discontinue some type of service, employees will be retained based upon seniority within the appropriate classification.

Where seniority is equal among employees, the Superintendent shall pick an employee based on job performance and job skills.

3.2.2. The previously discussed criteria shall be applied to employees in the following classifications to determine which employee within the classification will be laid off, if necessary:

Administrative Assistants

Directors Secretaries  
Ed Svcs/Assistant Principal Secretaries

## Secretaries

- Bookroom Clerks
- Attendance
- Special Education
- Band
- Nurse's Assistant/Secretary
- Dean/Counselor
- Student Life
- Registrar
- Enrollment Secretaries

## Accounting/Bookkeeping Clerks

Assistant to the Director of Accounting and Assistant to the Payroll Coordinator

- Assistant to the Purchasing Agent
- Accounts Payable Clerk
- Business Office Clerks
- Purchasing Agent
- Head Bookkeeper/Cashier

## Receptionist/Information Clerks

- Machines/Stock Clerks
- Library
- Main Office

## Security

- Security Personnel

## Instructional Assistants

- Teacher Aides
- Library Aides
- TESOL Tutors
- Job Coaches
- ESL Tutors

## Information Technology Aides/Technical Support Personnel

- Audio-visual Personnel
- Technical Support Aides
- Computer Support Technicians
- Junior Database/Helpdesk Analyst
- Computer Lab Aide

## Nurse

3.2.3. Non-district personnel shall not be employed for any position within a laid-off employee's classification which becomes vacant within one calendar year from the beginning of the following school term without the position being tendered to laid off employee in the reverse order of their lay off provided they possess the current skills, qualifications and abilities necessary to hold the position. This provision shall not apply to probationary employees. Notice of recall shall be delivered by certified mail, return receipt requested, to the employee's last address known by the Board. Any employee who refuses a tendered position or fails to accept a tendered position within five (5) days of receipt of, or ten (10) calendar days of mailing of, a notice of recall, whichever shall occur first, shall forfeit any right to a position in the District.

Employees who accept a temporary position shall retain their recall rights. Any employee recalled from a lay off shall not be deemed to have suffered a break in employment but shall not accrue any benefits, including seniority, for the lay off period.

### **3.3. No Discrimination**

Employees shall have the right to join or not to join the Union. Neither the Board nor the Union shall discriminate against any employee on the basis of sex, race, color, creed, national origin, marital status, parental status, age, religion, physical or mental disability, actual or perceived, sexual preference or Union activity.

### **3.4. Vacancies And Transfers**

3.4.1.a. All vacancies which are to be filled on a permanent basis, newly created positions or other positions covered by this Agreement, except for the part-time Para-Professional positions and any vacant position which is filled by an involuntary transfer as discussed in Section 3.4.2. shall be posted in each school building for five (5) working days during which time the Board shall not fill the position except on a temporary basis. Notice for twelve month secretary positions which become vacant during the summer vacation period shall be posted for ten (10) working days. Copies of such notices shall also be mailed to the Union President; however, the failure of the Union President to receive any notice shall not affect any appointment made to the vacant position.

Notices for twelve month secretary positions which become vacant during the Christmas or Easter vacations shall be posted for five (5) working days following the end of the vacations. The Board shall give all applications submitted by current employees within the five-day posting period first consideration. However, an employee shall not receive consideration until he/she has completed his/her probation period or unless no other qualified employee applies for the vacancy.

3.4.1.b. When an employee, at his/her own request, accepts a transfer to a position in a lower salary range, he/she shall be paid at that lower rate of pay which he/she would have arrived at had he/she been serving in the lower instead of in the higher position.

### **3.4.2. Involuntary Transfer**

No employee shall be involuntarily transferred to a position with a lower rate of pay on a permanent or indefinite basis unless the employee is first notified in writing of the transfer and afforded an opportunity to discuss the reasons for the transfer with the Superintendent or designee.

3.4.3. The Board shall have the authority to assign and transfer employees in accordance with District needs and policy provided such assignments and transfers do not violate the terms of this Agreement.

**3.4.4.** Involuntary transfers shall be governed by the following:

- a. Volunteers who are qualified will be sought before involuntary transfers are made by the District.
- b. In choosing among employees in a job classification who meet the specific requirements of the position to which there will be an involuntary transfer, the District shall select the least senior qualified employee so long as the District needs and policies are met by the selection.
- c. If all employees in a job classification will be transferred and there is a choice of locations, preferences shall be granted on the basis of qualifications and seniority so long as the District needs are met by the selection.
- d. A minimum of two (2) weeks' notice shall be given to the employee selected for transfer unless a shorter period of time is agreed to by the employee after consultation with the Union or the position to which the employee is being transferred requires immediate occupancy.
- e. An employee who has been involuntarily transferred shall have the right to return to the work location and or classification from which he/she was transferred if the employer is seeking to permanently fill a vacancy in the same classification the employee occupied, within one (1) year of the involuntary transfer. When such a vacancy occurs, the Employee must notify the Employer within five (5) working days the posting of the vacancy. This Section shall not apply if a work unit is moved from one location to another or in emergency situations provided that a representative of the Employer shall notify the Union of the anticipated move as soon as possible.
- f. Nothing in this Article shall prevent the Employer from reassigning an employee from one classification to another classification, on either a temporary or a permanent basis, provided that the Employer shall provide the employee with two (2) weeks written notice of a permanent reassignment (except in cases of emergency) and, upon the employee's request, meet to discuss the reassignment.

### **3.5. Summer, Evening And Weekend School Employment**

3.5.1. All summer, evening and weekend employment opportunities shall be posted in each school building for five (5) days prior to filling the position(s) unless circumstances make it impractical to do so. Employees shall be given the opportunity to submit their names to be considered for summer, evening and weekend employment opportunities. In the event that the number of employees applying for a position exceeds the number of openings, the employer will attempt to offer job opportunities based on qualifications, experience and performance. Seniority shall be the determining factor if all requirements are equal. The final decision for determining such rests with the Board.

3.5.2. Proviso employees shall be given preference over nonemployees in hiring for summer, evening and weekend employment.

3.5.3 Twelve (12) month security employees shall be hired from the current ten (10) month security staff that apply for open positions so long as the individual has met performance expectations, is qualified for the position and Board Policies and District needs are met. Seniority shall be the determining factor if all requirements are equal. If additional security employees are needed during the summer, the above requirements shall control such positions except that individuals working in the assigned building shall be given preference.

### **3.6. Bargaining Unit Work**

3.6.1. The bargaining unit shall consist of all employees as defined in Article 1.1. in any of the schools or facilities of the Board, performing any regularly assigned or related functions except as may be specifically excluded under the terms of the Agreement.

3.6.2. Supervisors shall not perform bargaining unit work on a regular basis. The purpose of this paragraph is to prevent the elimination of bargaining unit positions.

3.6.3. The Board shall not negotiate individually with any employee covered by this Agreement as to wages, hours, terms and conditions of employment.

3.6.4. Bargaining unit members shall not be assigned to perform work on a regular basis which is not covered by this Agreement.

3.6.5. The Board of Education shall not contract out any bargaining unit work during the lifetime of this contract, unless they have negotiated with the Union over the issue as required by the laws of the State of Illinois.

### **3.7. Hours of Work**

3.7.1. All positions covered by this Agreement shall have normal work days, hours and year designated at the start of each school year. All positions which have similar duties do not have to be designated the same work days, hours or year.

The designated work days, hours or year may be changed temporarily or permanently during the work year in response to unforeseen or unplanned conditions.

3.7.2. The normal work week shall not exceed forty (40) hours. The normal work day shall consist of a maximum of eight (8) hours, excluding an unpaid half-hour lunch for those employees eligible for one.

3.7.3. Employees who work six (6) hours or more a day shall receive an unpaid half-hour lunch period.

3.7.4. The normal work year shall be 12 months unless otherwise specified in this Agreement. Those employees who work less than twelve months a year shall receive benefits as described elsewhere in this Agreement. Ten (10) month employees' will be scheduled to work one hundred eighty five (185) days per school year. Ten (10) month secretaries will be scheduled to work one hundred ninety six (196) days per school year. In the event that ten (10) month employees work beyond the scheduled one hundred eighty five (185) days or the scheduled one hundred ninety six (196) days they will be compensated at their regular hourly rate.

3.7.5. All employees shall be paid based upon their start time and finish time. All employees must be punched in by their start time and proceed immediately to their work station. Employees must punch out within a reasonable time after the completion of his/her shift, or at the time which the employee has completed his/her duties if overtime was assigned. Any overtime must be assigned by the appropriate supervisor and documented to the employee prior to being performed in order to be compensable.

3.7.6. The previously mentioned definitions for the normal work week, normal work day, and normal work hours do not preclude the Board from assigning overtime work as provided in Article III, Section 11 of this Agreement.

### **3.8. Training**

3.8.1. If a position requires a new skill or technological knowledge that employees do not possess, employees may be offered opportunities to gain the necessary skills or knowledge through on the job training or through some form of instruction at the Board's expense. Employees who decline the training, will forfeit that position and will be placed on unpaid leave and may be offered the next open position for which they are qualified and will be compensated at the regular rates for that position. The Board will send notice of open positions to employees on unpaid leave at their last addresses given to the Office of Human Resources.

### **3.8.2. Training for Bargaining Unit Employees**

Employees shall attend training programs provided by the Board. The training programs employees attend will be based on their previous District training and the content of the training session. There may be advanced training programs that may not be made available to employees who have not attended the initial training session.

Training programs will be provided at District schools or other sites located within the District.

Training programs may be provided during the school year and up to two weeks before the first student attendance day of the school year. Training programs may occur during regular school hours on student non-attendance days, after school on student attendance days, on Saturdays and during school breaks. Training programs will not occur after school on a student attendance day and on a Saturday in the same week.

Employees shall be paid their regular hourly rate for the time in which they are in attendance at a training session. Time spent attending a training session will be counted when determining if an employee has worked in excess of forty (40) hours in a week. All hours over forty (40) worked in a week will be paid at time and a half.

### **3.9. Discipline**

3.9.1. Employees who are not in probationary status shall be subject to suspension or discharge for just cause for the term of their employment. Such employees shall be given a statement of the charges against them in writing. Such employees may, along with a Union representative, discuss the charges with the Superintendent or designee prior to when a suspension, either with or without pay, or discharge may take effect. A request to discuss the charges with the Superintendent must be submitted prior to 12:00 P.M. of the working day prior to the effective date of a suspension or discharge. However, it is recognized that some employee behavior may be particularly disruptive to the educational or work environment. The Board reserves the right to immediately suspend such employees through its designee without pay pending the implementation of a hearing if requested sometime after the start of the suspension.

3.9.2. Employees may appeal the decision of the Superintendent or his or her designee to the Board of Education. Any such appeal must be submitted to the Board prior to the next regularly-scheduled Board meeting following the decision unless the decision occurs less than seven days prior to the next Board meeting. Employees may be represented by a Union official at the appeal.

3.9.3. Probationary employees may be discharged without cause during the probationary period.

3.9.4. Any discipline given to employees shall be given within a reasonable time after the administration has concluded its investigation of the incident. Discipline which stems from a series of incidents shall be given within a reasonable time after the administration has concluded its investigation of the last incident. This provision shall not prevent the District from basing a more severe form of discipline on the combination of previous incidents for which the employee received lesser forms of discipline.

3.9.5. The Board/Administration shall begin disciplinary action within twenty (20) work days of becoming aware of the incident which could lead to disciplinary action. If the Board/Administration has been aware of an incident(s) which could have lead to disciplinary action that exceeds twenty (20) days work days, no disciplinary action shall be processed against that employee for the incident.

### **3.10 Progressive Discipline Plan**

The Board and Union agree to the concept of progressive discipline. The aforementioned notwithstanding, the parties agree that serious offenses may warrant an immediate suspension or termination for just cause. In addition, the commission of multiple offenses may also warrant immediate suspension or termination.

3.10.1. Upon commission of an offense, the employe shall receive a verbal warning, if appropriate, from his/her supervisor.

3.10.2. Upon commission of an offense, and after verbal warnings, if appropriate, have failed, officials shall meet with the employee and document the offense and meeting with a letter in the employee's personnel file.

3.10.3. Upon repetition of the same offense, officials shall meet with the employee, assess a one-day unpaid suspension against the employee and document the offense, meeting and discipline in the employee's personnel file.

3.10.4. Upon repetition of the same offense, officials shall meet with the employee and assess up to a three day unpaid suspension against the employee and document the offense, meeting and discipline in the employee's personnel file.

3.10.5. Subsequent repetition of the same offense or commission of a serious offense shall result in termination or a lengthier suspension. The repetition of the same offense after a lengthy suspension shall be cause for termination.

### **3.11. Personnel File**

3.11.1. Only one official personnel file shall be maintained by the Board.

All employees shall have access to their personnel files twice a year upon written request except for confidential material excluded by state or federal law.

Employees may examine their personnel file after any material relative to their conduct, service or personality is placed in it regardless of whether they have already reviewed it twice within that year. Personnel files may be examined at mutually agreeable times.

3.11.2. Employees shall receive a copy of any material relative to their conduct, service, character or interpersonal skills which is placed in the personnel file. Employees shall have the right to submit a written statement explaining their position with respect to any document in their file to which they have access and, if submitted, their statement shall be attached to the disputed portion of the personnel record as provided by law.

3.11.3. Employees have the right to a copy of materials inserted into their file except for confidential materials excluded by state or federal law.

3.11.4. Upon request by the employee, letters of discipline or reprimand may be removed by the Superintendent after two (2) years if the specific offense has not been repeated.

### **3.12. Overtime**

3.12.1. Employees shall be paid overtime for all hours over forty (40) employees work in their position or related positions during their work week. Hours actually worked, paid holidays, paid leave days, except sick leave shall be counted as part of the forty (40) hours. All overtime hours must have the prior approval of the employee's supervisor.

3.12.2. Overtime shall be paid at one-and-one half (1-1/2) times the employee's regular hourly rate of pay or compensatory time may be offered based on one-and-one half (1-1/2) hours for each hour over forty (40) employees work in their position or a related position credited to the employees during the normal work week.

3.12.3. Employees who work overtime shall receive breaks and a lunch period as provided by law.

3.12.4. Compensation in lieu of overtime or regular pay may be offered at the Board's discretion and may be accepted at the discretion of the employee. Employees may accumulate no more than forty (40) hours of compensatory time.

3.12.5. All regular overtime shall be paid during the regular pay period.

3.12.6 The Board and the Union recognize that the needs of the District will, from time to time, require overtime work by Support Staff employees. The Board recognizes that notice to an employee involved in prospective overtime employment must be made as early and as reasonably as possible so as not to unfairly interfere with the private lives of the employees.

Therefore, the Board agrees that overtime shall become mandatory only after reasonable efforts have been made to obtain volunteers from qualified employees within the department and the employee classification. As nearly as possible, overtime shall be distributed on the basis of seniority rotation, where practical, and with a special view to factors of experience and special capabilities, where applicable.

Overtime shall be considered a condition of employment, and, therefore, continued willful refusal to accept mandatory overtime assignments may result in disciplinary action. The Board recognizes that overtime availability should be, as nearly as possible, equalized throughout the members of departments and job classifications. The Board agrees to attempt, as nearly as possible, to equalize overtime employment for all employees within the same work classifications in the same department.

Therefore, the Board agrees that available overtime employment shall be continually distributed and rotated, as equally as possible, among the bargaining unit employees within the same job classification in the same department. An employee's refusal of an overtime employment assignment shall be charged to the employee in determining overtime rotation and equalization.

When the needs of a department require the assignment of mandatory overtime and after all full-time department personnel have been offered the opportunity to work the overtime, then, in that event, mandatory overtime shall be required of employees on the basis of seniority, with the least senior employees being mandated to so work. The current overtime schedule and rotation, indicating overtime worked and overtime refused, shall be posted within the department.

### **3.13. Payment Schedule**

3.13.1. All ten 10-month employees shall have the option to receive their annual salary in 22 or 26 equal payments. Salaries for twelve (12) month employees shall be paid at the annual rate in twenty-six (26) equal pay periods as established by the Board or in twenty-seven (27) equal pay periods, as necessary, when a subsequent fiscal year creates twenty-seven (27) pay periods. In the latter case, the administration shall meet and discuss, with the Union, the twenty-seven (27) pay periods prior to the adoption and implementation of the schedule.

3.13.2. All employees who work a special event shall be paid for it on the pay day for the pay period in which the event occurred.

### **3.14. Probation**

3.14.1. New employees shall serve a probationary period for one hundred eighty (180) calendar days after they are hired.

However, each employee must report for work on at least ninety (90) days during this probationary period. In the event the employee does not work at least ninety (90) days during the probationary period, that period shall be automatically extended until the employee has worked ninety (90) days.

The Board shall have the authority to discharge or discipline probationary employees without cause during that time period. Probationary employees shall receive paid holidays as provided by this Agreement and may use accumulated sick days during their probationary period and probationary employees may not use any vacation days available to them under this Agreement during their probationary period.

Employees whose employment is terminated while they are on probationary status shall have no right to initiate grievances under the grievance procedure provided in this Agreement after the date on which they are informed of their terminations.

### **3.15. Evaluations**

3.15.1. Each employee shall be evaluated annually by a non bargaining unit immediate supervisor and/or administrator in accordance with the provisions of the District's Evaluation Form for Support Staff Personnel.

### **3.16. Security Uniforms**

During the term of this contract, the Board shall provide uniforms to Security personnel as needed. These uniforms shall consist of the following:

- 1 Safety Reflective Windbreaker with removable lining
- 3 Short-Sleeve Shirts with Patch
- 4 Pairs of Pants
- 3 Long Sleeve Shirts with Patch

The uniforms shall remain the property of the Security personnel as long as they remain employed by the District in the security function. Upon the resignation of security personnel from the District or upon the transfer of security personnel to a non-security position, the uniforms become the property of the District and shall be returned to the District.

Uniforms shall be replaced on an as needed basis provided by the Board.

Security personnel shall return to the District old uniforms upon receipt of the new replacements.

Throughout the term of this contract, the Union may make recommendations for changes to the Security uniform. Final decisions on implementing such recommendations remain with the Board of Education.

### 3.17. Mandatory Evening Programs

When practicable, Support Staff positions in the evening school program will be filled in accordance with the following criteria:

- Volunteers from the current staff.
- New hires.
- Assignment from the current staff.
- In the event of a vacancy in the regular school day program, employees who have been involuntarily transferred to the evening school program will be given preference for the position.
- In the event that more than one applicant possesses all the required skills and qualifications, the position will be awarded to the qualified applicant possessing the greatest seniority.
- Bargaining Unit employees may be assigned no more than 30 work days, involuntarily, in the evening program in order to meet the needs of the District.

3.18 Each employee shall, upon promotion or transfer, be given a copy of his/her job description. Work assignments shall be in accordance with that job description. If a portion of the job description requires “related duties as required....”, the term “related duties” shall be interpreted to mean duties and responsibilities which could normally or reasonably be expected to be required consistent with the overall job description for the employee’s job assignment.

#### 3.19.1 Employee Rights: Positions Eliminated

- a. When one or more position(s) is eliminated, the employee with the least seniority in the classification shall be subject to layoff or transfer regardless of work location. The employee(s) subject to layoff has/have the right to placement ("bump") in the position of the least senior person in a job classification in which the eliminated employee has seniority and meets the required qualifications of the job description OR a job classification in which the employee has been formally assigned for at least six (6) months in the last two (2) years.
- b. An Employee who has been "bumped" has the right to be placed (bump into) in a position occupied by the less senior person in his/her classification or in any classification for which he/she meets the required qualifications of the job description and has greater seniority than another bargaining unit member.

- c. An employee who is involuntarily transferred to a position with less pay due to the elimination of his/her position shall be afforded an opportunity to apply for and be placed into the first position posted which is higher paying subsequent to the employee's transfer so long as the individual is qualified, meets the requirements and expectations of the job description and has satisfactory performance evaluations without recent discipline. An employee who forgoes the opportunity to apply for a higher paying position which is posted shall no longer have a right to placement in such a subsequent position.
- d. An Employee who is laid off shall be entitled to payment for accrued, unused vacation time.

### 3.19.2 Employee Rights: Transferred Positions

An employee who is involuntarily transferred to a position with less pay shall be afforded an opportunity to apply for and be placed into the first position posted which is higher paying subsequent to the employee's transfer so long as the individual is qualified, meets the requirements and expectations of the job description and has satisfactory performance evaluations without recent discipline. An employee who forgoes the opportunity to apply for a higher paying position which is posted shall no longer have a right to placement in such a subsequent position.

## **ARTICLE IV: LEAVES**

### **4.1. Sick Leave**

4.1.1. Each employee eligible to participate in the Illinois Municipal Retirement Fund shall be entitled to use sick leave each year without loss of pay. Twelve month bargaining unit employees shall receive twelve (12) sick leave days each year. All other employees shall receive ten (10) sick leave days a year except those employees who work less than ten (10) months a year shall receive a prorated number of sick days. Sick leave not used in the year of service for which it was granted shall accumulate without limitation. Employees who begin employment after the beginning of the school year shall be credited with prorated sick leave based upon one (1) day sick leave for each month or fraction of a month between the day of employment and the end of their employment year. Employees shall be notified on each pay period of their current number of sick, vacation and personal days available.

4.1.2. Sick leave shall mean absence from work caused by the employee's illness or death of a member of the immediate family (as defined below). The definition of sick leave shall mean personal illness or serious illness in the immediate family (as defined below) or a death in the employee's household or death in the immediate family (as defined below).

Immediate family or household includes spouse, children, parents, siblings, mothers and fathers-in-law, brothers and sisters-in-law, grandparents, grandchildren, and legal guardians.

4.1.3. The Board may require a physician's statement, or if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, before compensation sick days will be made for absences of three (3) consecutive days or more.

#### **4.2. Personal Business**

4.2.1 Twelve month employees shall receive two (2) personal business days a year. Ten month employees shall receive one (1) personal business day a year. Personal business days may be used for urgent and compelling business which cannot be conducted during non-work hours such as religious holidays, funerals of relatives not in the immediate family, wedding of a member of the immediate family, including self, adoption proceedings of a member of the immediate family, legal transactions and appearances required in court, transportation failures, failure of home water, gas, or electric utilities, breakdown of home heating plant, or repair of major appliances. Other reasons may be considered upon application. Personal business days may be used without loss of pay or deduction of sick leave. An application notifying the administration of the need to be absent for personal business or emergency shall be made one (1) day in advance of the anticipated absence. Application shall be made as soon as possible in the event an emergency occurs that does not afford a one (1) day notice. In the absence of compelling emergency, such personal leave days cannot be taken before or after holidays or vacations.

4.2.2. Unused personal business days shall be accumulated as sick days.

#### **4.3. Jury Duty**

Full-time employees who miss work days because they are required to serve on jury duty during the school year shall receive a full salary during the period of such service. Any compensation which employees receive for jury duty shall be retained by the employees.

#### **4.4. Family and Medical Leave**

4.4.1. The District will provide leave in compliance with the Family and Medical Leave Act. Nothing in this Article expands the District's duties or diminishes employees' rights under the Family Medical Leave Act. Eligible employees shall be entitled to unpaid leave of up to twelve (12) work weeks on the basis of a period extending from July 1 through June 30.

4.4.2. All employees who have been employed for at least twelve (12) months with the District and for at least 1250 hours during the year preceding the start of the leave shall be eligible for family and medical leave.

4.4.3. All other accrued paid or unpaid leave used for a purpose which qualifies under the Act shall be substituted for all or the corresponding portion, of an employee's leave entitlement under the Act at the time the employee applies for leave under these provisions.

4.4.4. An employee who receives District paid health care benefits shall continue to receive those benefits under the same terms and conditions as other employees while on a FMLA leave. All changes made to employee health plans while an employee is on an FMLA leave shall apply to the health care benefits received by the employee on leave.

4.4.5. In addition to the terms provided in this section, requests for family and medical leave shall be acted upon in accordance with the District's Family/Medical Leave policy.

#### **4.5 Leave of Absence**

Support Staff employees who have at least three (3) years of employment with the District may be granted a leave of absence for a period of one (1) year. A request for leave of absence must be submitted to the Superintendent by March 1 prior to the school year in which a year's leave is desired. The Superintendent shall forward to the Board the application along with a recommendation.

A member of the Support Staff receiving such leave shall not be credited with employment experience for such period of leave. The Board in passing upon the application may consider the employee's performance, the reason(s) for which the employee is requesting the leave, the needs of the District, the likelihood of the employee's returning, and all other factors. The Union recognizes that the decision of the Board is totally under its control and no such leaves need be granted during the period of this contract.

Employees who have been granted a one (1) year leave may by March 1 prior to the next school term request an extension of the leave for an additional one year period.

Any Support Staff employee on a leave of absence shall be required to notify the Superintendent by certified mail, return receipt requested, prior to March 1 of each school term for which the leave of absence is granted whether the employee will be available for assignment during the school term commencing the following August/September. The Board may refuse to reemploy the employee for the subsequent school year if notice of the employee's intention to return was not transmitted to the District within the period set forth in this contract. Should March 1 fall on a weekend or on a holiday, said notification shall be required by 4:00 p.m. the first business day after March 1.

During their leave of absence, Support Staff employees shall be eligible to continue their Proviso health insurance coverage provided they pay 100% of the insurance premium.

During their leave of absence, Support Staff employees shall suffer no loss of job seniority.

#### **4.5.1 Bereavement Leave**

4.5.1.a. During the term of this contract, Support Staff employees shall receive bereavement leave of up to three (3) days per for the death for of members of the employee's immediate family as defined in Section 4.1.2. above. These days shall not be considered as part of sick leave and may not be accumulated or carried over. An employee may be asked to submit an obituary or other official notification of relationship to the Office of Human Resources.

4.5.1.b. An employee may request a maximum of two (2) additional days of absence-in the event of the death of a member of his/her immediate family as defined in Section 4.12 above or for travel of 500 or more miles away from home to attend a funeral. Such request must be made to the Superintendent or designee.

### **ARTICLE V: GRIEVANCE PROCEDURE**

#### **5.1. Definition**

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

#### **5.2. Procedure**

The parties agree that it is desirable for an employee and the employee's immediate supervisor to resolve problems informally. Accordingly, an attempt to resolve problems informally shall be made by the employee by discussing the problem with the supervisor within ten (10) working days of the event which is the basis of the grievance. An informal attempt to resolve a grievance must be made before a formal grievance may be filed at Step One. If a grievance is not resolved informally, it must be processed in accordance with the following:

a. The term "working days" shall mean those days on which the central administrative office is open for regular business.

#### **b. Step One**

The grievant or Union shall file the grievance in writing with the grievant's immediately-involved supervisors within ten (10) working days of the date of the informal conference with the immediately-involved supervisors. The written grievance shall state the specific provisions of the Agreement which are alleged to have been violated, the alleged facts which form the grounds for the grievance and the desired remedy. The immediately-involved supervisors shall render a decision in writing within ten (10) working days of the receipt of the grievance.

c. **Step Two**

If the grievance is not satisfactorily resolved at Step One, the grievant or Union may appeal to the Superintendent, in writing, within five (5) working days after the receipt of the immediately involved supervisor's reply at Step One. The written appeal shall include a copy of the immediately involved supervisor's decision. The Superintendent or designee shall hold a conference and render a written decision within ten (10) working days after the conference.

d. **Step Three**

If the grievance is not satisfactorily resolved at Step Two, the grievant or Union may appeal to the Board of Education. The grievance must be in writing, accompanied by a copy of the Superintendent's decision and be submitted to the Board within five (5) working days after receipt of the Superintendent's decision at Step Two. The Board shall conduct a hearing on the grievance within a reasonable time after receipt of the grievance, but in no event later than the next regularly-scheduled Board meeting. The Board shall render its decision, in writing, within ten (10) working days after the hearing.

e. **Step Four**

If the grievance is not satisfactorily resolved at Step Three, the Union may submit the grievance to binding arbitration within thirty-five (35) working days after receipt of the Board's decision at Step Three, by requesting an arbitrator from the Federal Mediation and Conciliation Service and filing a copy of the request with the Superintendent within the thirty-five (35) working day period. The selection of the arbitrator and the arbitration proceeding shall be conducted according to the voluntary labor arbitration procedures of the Federal Mediation and Conciliation Service. The fees of the arbitrator and the Federal Mediation and Conciliation Service shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them. Neither of the parties may present or assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party. Either party shall be entitled to have a court reporter present and submit a transcript and post-hearing brief to the arbitrator. Unless the parties split equally the cost of the court reporter and the transcript, the party not requesting the court reporter shall not be entitled to a transcript.

f. **Step Five**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement and shall decide only the specific issues raised in the written grievance and the replies thereto. The arbitrator's decision shall be based solely upon the specific terms of this Agreement and the relevant facts presented. The arbitrator shall have no authority to decide or make recommendations on other matters.

### 5.3. General

- a. Every employee covered by this Agreement shall have the right to present grievances in accordance with the grievance procedures with or without representation.
- b. An employee who participates in the grievance procedure shall not be subjected to discipline or reprisals because of such participation.
- c. Employees shall be entitled to Union representation at each step of the grievance procedure.
- d. Unless requested by the employee, grievance records shall not be placed in an employee's personnel file. All records relating to the subject matter of the grievance shall be placed in the employee's personnel file.
- e. The Board and the Administration will attempt to arrange mutually convenient times and places for meetings and hearings conducted under the grievance procedure; provided, however, the Board and the Administration shall not be required to conduct any grievance meeting or hearing on working time or to pay any employee for time spent in processing any grievance on non-working time.
- f. The time limits and procedures for grievance processing must be strictly followed. Failure of the grievant or the Union to meet any time limit shall bar submission or further processing of the grievance. Failure of the Board or the Administration to respond within the time limits specified shall permit the grievant or the Union to proceed to the next step. Time limits may be extended at any step by mutual agreement of the parties in writing. Unless otherwise provided, all time limits in this grievance procedure shall consist of working days on which the District administrative office is open for business.
- g. Upon mutual written agreement of the grievant and the Superintendent, a grievance may be brought directly to the Superintendent.
- h. Grievances may not be modified after submission at Step One without the written agreement of the parties or except as necessary for the Union to respond to facts or provisions of the Agreement raised by the Board or the Administration in a reply to the grievance. In the case of a grievance filed by the Union, the grievance shall also state the names of the employees for whom relief is sought.

## **ARTICLE VI: SALARY AND FRINGE BENEFITS**

### **6.1. Salary Schedules**

6.1.1. . Salaries shall be increased for each employee by two percent (2.0%) for the 2010-2011 school year and by two percent (2.0%) for the 2011-2012 school year and two and one-half percent (2.5%) for the 2012-213 school year.

### **6.1.2. Salary Structure**

Appendices A, B, and C list all employee salaries. The current salary structure and increases agreed to between the parties will remain in place for the duration of this agreement.

The Board and Union agree to restructure the salary schedule for the collective bargaining agreement effective July 1, 2013.

The new salary structure is to be agreed upon between the Board and Union on or before the conclusion of the negotiations for the 2013-2014 successor agreement to the current collective bargaining agreement BUT in no event later than June 30, 2013.

6.1.3. No beginning employee shall be compensated at a rate that is greater than a current employee doing the same work. The annual increase for starting salaries shall be less than the increase for current members of the Bargaining Unit.

6.1.4. All salary increases shall be based on the employee's previous year's base salary at the end of the previous school year.

### **6.1.5. Substitution Pay**

Any employee assigned to substitute for a clerical position while maintaining his/her own job responsibilities shall be compensated as indicated below:

- a. If the substitute assignment is at a position with a higher class rate of pay, the employee shall receive the higher pay rate.
- b. If the substitute assignment is at the same rate of pay, the employee shall receive a stipend of one hundred twenty-five dollars (\$125) per month.
- c. A month, for purposes of this provision, shall be defined as twenty (20) work days. The daily rate for this substitution shall be \$6.25 per day.
- d. Employees who substitute for a number of days not evenly divided by twenty (20) shall be reimbursed at the daily rate.
- e. Compensation shall begin on the twenty-first (21st) consecutive working day of substitution retroactive to the first day of assuming the additional responsibilities.

#### 6.1.6. **Secretary Grade Level Positions**

a. Grade Level IA: Ten Month Position

Library Secretary  
Main Office Secretary  
Music Secretary  
Special Education Secretary  
Dean/Counselor Secretary  
Guidance Secretary  
English Secretary

b. Grade Level I: Twelve Month Position

Bookroom Secretary  
Duplication Clerk  
Switchboard Operator  
Nurse Assistant/Secretary  
Machines/Stock Clerk

c. Grade Level II: Twelve Month Position

Main Office Secretary  
Educational Services/Departmental Secretary  
Enrollment Secretary  
Attendance Center Secretary

d. Grade Level III: Twelve Month Position

Athletics Secretary  
Student Life Secretary  
Educational Services Secretary  
Business Office Clerk  
Special Education Secretary

e. Grade Level IV: Twelve Month Position

Assistant Director/Accounting & Payroll  
Assistant Purchasing Agent  
Coordinator of Resource Development  
Foundation Coordinator  
Head Bookkeeper/Chief Cashier  
Office Coordinator

6.1.7. Additions, deletions, or modifications of the positions and salaries referenced in this Article of the Agreement shall be negotiated by the parties in accordance with the Illinois Educational Labor Relations Act.

## **6.2. Retirement Pay**

### **6.2.1. Eligibility**

An employee, upon submission of a letter to the School Board prior to the end of the school year indicating intent to retire at the end of that school year, shall become eligible for retirement pay, as indicated below, if the person presents evidence of qualifying for retirement with IMRF.

Retirement payments will be equally distributed among all remaining salary checks after the employee has qualified for retirement.

Each employee shall receive a payment of \$100.00 for each year of recognized service at Proviso.

### **6.2.2. Credit Of One Year Services**

For the purpose of computing retirement pay, employees shall be credited with one (1) year of service on the anniversary date of their date of hire for each year of employment with the District.

6.2.3. Retirement pay shall be spread over all remaining checks before retirement provided the employee submits a letter signifying the intent to retire to the Board of Education by way of the Superintendent.

### **6.2.4. Retirement Option For the 2012-2013 School Year**

Any employee who has at least ten (10) years of service in the District shall be eligible to retire in accordance with the following conditions.

- a. The effective date of retirement must occur between the date of the ratification of this agreement and the end of the 2012-2013 school year.
- b. The employee's salary shall not be diminished from the amount established at the beginning of the 2012-2013 school year.
- c. The employee shall be eligible for the District's insurance program until age 65.
- d. The employee shall receive one hundred dollars (\$100) per month for the purpose of paying insurance premiums.

## **6.3. Insurance**

6.3.1. The Board shall provide preferred provider option health insurance including hospital care and surgical plan or HMO for each employee who regularly works at least 37-1/2 hours a week. Dependent coverage shall be provided for those employees who desire such coverage and have dependents eligible under the insurance contract. The Board's contributions to such premiums are discussed in Section 6.3.6.

6.3.2. The Board of Education shall provide a life insurance plan for each employee who works at least 37-1/2 hours a week in an amount equal to the employee's annual salary. The plan shall include an Accidental Death and Dismemberment (A D and D) Double Indemnity Rider. For each \$1,000 earned above the base of \$5,000 according to the employee's annual salary, an additional \$1,000 in insurance shall be provided by the Board of Education. The additional insurance shall be determined by the nearest \$1,000 of income. The Board's contributions to such premiums are discussed in Section 6.3.6.

6.3.3. The Board shall provide long term disability insurance for each employee who works at least 37-1/2 hours a week. The Board reserves the right to utilize any insurance carrier so long as the coverage provided is substantially equal to that provided by the plan with Fort Dearborn Life Insurance Company. The Board's contribution to such premiums are discussed in Section 6.3.6.

6.3.4. The School Board shall purchase dental insurance from Blue Cross/Blue Shield or an equivalent carrier. The maximum annual coverage for dental insurance shall be \$1,500.00.

Employees may avail themselves of this coverage, provided that they shall pay 50% of the cost of the coverage, both for single and family plans.

6.3.5. The Board shall provide during each year of this contract vision benefits which include the following annual reimbursement for PPO:

Exam \$16 Single Vision	Lenses \$14/pr
Bifocal lens \$25/pr	Trifocal Lenses \$35/pr
Trifocal lens \$35/pr	Lenticular lenses \$70/pr
Contact lens \$70/pr	Frames \$14/frame

For HMO: Exam with existing co-pay: a 20% discount on purchase of vision materials and a \$75 allowance toward such purchase every 24 months.

6.3.6. As used in this Section, the term "insurance" shall mean the District's Group Health Care, Term Life and Long-Term Disability Plans. The Board shall pay ninety-five percent (95%) of the annual premiums for insurance. The employee shall pay five percent (5%) of the annual premiums for insurance.

6.3.7. Retirees who receive their pensions and early retirees will be allowed to enroll in medical insurance coverage for which they are eligible as employees at their expense provided the insurance company approves their participation.

6.3.8. The Board shall give the Union advance notice of any intent to reduce the work week of employees who presently work 37-1/2 hours or more a week below that number. The Board shall comply with its legal obligations regarding such change upon the Union's request.

6.3.9. Certain employees who are not eligible for the District's insurance plan shall be eligible for a Board paid flexible spending option. The flexible spending option shall be administered as follows:

- a. The Board shall provide a flexible spending account allowance equal to \$1,200 per school year for each support staff employee that works at least thirty-five (35) hours per week but less than thirty-seven and one-half (37.5) hours per week on a regular basis.
- b. Employees who are eligible for the flexible spending account allowance above must be hired and have started working for the District before July 1, 2011 for use during the 2011-2012 school term or be hired and started working for the District prior to July 1<sup>st</sup> of any school term thereafter to receive this benefit.
- c. The flexible spending account shall be administered by the District's third party administrator for flexible spending accounts.
- d. The flexible spending account shall be used for health and dental costs and/or expenses which would be permitted under the flexible spending and/or health insurance programs of the District. Decisions on approval of an employee's submission for coverage under his/her flexible spending account shall be made by the District's third party administrator who administers the flexible spending accounts of the District.
- e. A support staff employee shall not be entitled to receive any unused allowance in his/her flexible spending account, or portion thereof, in cash.
- f. Employee flexible spending accounts permitted under this section shall comply with all IRS rules and regulations and any other laws, rules and regulations which govern such accounts.

#### 6.4. Holidays

6.4.1. Full-time twelve (12) month salaried employees shall be entitled to fifteen (15) paid holidays.

6.4.2. The following holidays shall be observed by the Board and the employees specified in Section 6.4.1. shall receive them as paid holidays:

July 4	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Eve
Christmas Day	New Year's Eve Day
New Year's Day	Dr. Martin L. King's Birthday
Lincoln's Birthday	Casimir Pulaski Day
Friday after Thanksgiving	Memorial Day
Floating Holiday	

6.4.3. Employees entitled to paid holidays shall receive an additional vacation day for any holidays which fall on a Saturday or Sunday which are not observed on the preceding Friday or following Monday.

6.4.4. Employees entitled to paid holidays shall be paid their regular daily rate of pay for holidays.

## 6.5. Vacations

6.5.1. Twelve (12) month employees shall not be entitled to paid vacation day for the first six (6) months of service. After completion of six (6) qualifying months of continuous service, Employees employed on a twelve-month basis shall receive paid vacation days as follows:

Seven(7) months, but less than one (1) year	Five (5) days
One (1) year, but less than seven	Ten (10) days
Seven (7) years but less than 15	Fifteen (15) days
Fifteen (15) years or more	Twenty (20) days**

6.5.2. If an employee retires, resigns, is laid off, is dismissed or becomes unable to work, that employee shall immediately receive that portion of vacation earned at the time of leaving active employment with the Board.

6.5.3. Holidays shall not be charged as vacation days when they occur during a vacation.

6.5.4. A vacation request form must be prepared for an employee to be eligible to use vacation days. Except in the case of an emergency, the written requests for vacation must be made at least three (3) days in advance of the beginning of the requested vacation time. Preferences as to dates of vacations shall be honored based on the needs of the District. Any employee entitled to take four weeks of paid vacation may only use a maximum of three (3) weeks vacation at one time if the employees' absence would be detrimental to the best interest of the District.

6.5.5. Employees who shift from ten (10) to twelve (12) months employment shall receive credit for the total number of months they have worked for District #209 as ten (10) month employees in determining the number of vacation days to which they are entitled. In accordance with the provisions of this Agreement, such vacation days shall become available to such employees upon the completion of their first year of twelve (12) month employment.

## **6.6. Social Security and IMRF**

The Board shall cause the employees in the bargaining unit to be covered by the Social Security System and the IMRF as required by federal and state statute during the term of this Agreement. Employees shall be responsible for the employee contribution required by IMRF. The Board shall deduct the employee contribution from any amounts owed employees so that the contribution will be a tax-sheltered payment as long as federal and state laws and regulations allow such sheltering and the Board will not be subject to any additional liabilities or bookkeeping responsibilities.

## **6.7. Tuition Reimbursement**

In an effort to encourage the professional growth of the Support Staff, the Board will reimburse employees for tuition expenses in accordance with the following:

6.7.1. Employees shall receive up to a maximum of \$500 per course.

6.7.2. In order for employees to be reimbursed at the rate identified in 6.7.1, the employee must receive a "B" or better to be reimbursed.

6.7.3. Employees may be reimbursed for nine (9) credit hours of 'C' work for each 60 hours of course work at a rate of \$250 per course.

6.7.4. Tuition reimbursement will be available for course work and books up to the maximum of \$500.

6.7.5. Tuition reimbursement will only be available for courses which relate to the employee's current position, would lead to an improved position in the District or to a college degree in an education-related field. All courses must receive approval from the Superintendent or designee prior to registration to be eligible for reimbursement. The decision of the Superintendent or designee shall not be subject to the arbitration procedures of this Agreement.

## **ARTICLE VII: NO STRIKE**

### **7.1 No Strike**

The Union agrees that there shall be no strike or withholding of services during the term this Agreement is in full force and effect.

**ARTICLE VIII: TERMINATION**

8.1 This Agreement remains in full force and effect from July 1, 2010, to and including June 30, 2013.

BOARD OF EDUCATION

UNION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

**Appendix A**  
**Education Support Personnel**  
**Secretary/Clerical Salary Schedule**

**Current Employees (Hired in FY08 and prior)**

<b>STEP</b>	<b>Year</b>	<b>IA</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
<b>A</b>	2009-2010	26,879	33,275	36,744	40,209	43,676
	2010-2011	27,417	33,941	37,479	41,013	44,550
	2011-2012	27,965	34,619	38,229	41,833	45,441
	2012-2013	28,664	35,485	39,184	42,879	46,577
<b>B</b>	2009-2010	28,602	35,411	38,880	42,341	45,810
	2010-2011	29,174	36,119	39,658	43,188	46,726
	2011-2012	29,758	36,842	40,451	44,052	47,661
	2012-2013	30,502	37,763	41,462	45,153	48,852
<b>C</b>	2009-2010	30,325	37,544	41,012	44,473	47,944
	2010-2011	30,932	38,295	41,832	45,363	48,903
	2011-2012	31,550	39,061	42,669	46,270	49,881
	2012-2013	32,339	40,037	43,736	47,427	51,128
<b>D</b>	2009-2010	32,049	39,676	42,500	46,610	50,077
	2010-2011	32,690	40,470	43,350	47,542	51,079
	2011-2012	33,344	41,279	44,217	48,493	52,100
	2012-2013	34,177	42,311	45,322	49,705	53,403

**Salaries for Employees Hired FY09**

2009-2010	28,326	35,069	38,504	41,932	45,367
2010-2011	28,893	36,321	39,274	42,771	46,274
2011-2012	29,470	37,048	40,060	43,626	47,200
2012-2013	30,207	37,974	41,061	44,717	48,380

**Salaries for Employees Hired FY10**

2009-2010	27,786	34,401	37,771	41,133	44,503
2010-2011	28,342	35,089	38,526	41,956	45,393
2011-2012	28,909	35,791	39,297	42,795	46,301
2012-2013	29,631	36,686	40,279	43,865	47,458

**Appendix B**  
**Education Support Personnel**  
**Paraprofessional Salary Schedule**

**Current Employees (Hired FY08 and Prior)**

<b>Position</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>
Audio Visual Personnel	46,994	47,934	48,893	50,115
Career Discovery Aide	36,547	37,278	38,024	38,974
Computer Support Tech	45,644	46,557	47,488	48,675
Job Coach	30,311	30,917	31,536	32,324
Jr. Database/Helpdesk Analyst	49,991	50,991	52,011	53,311
Part-Time Radio Room Personnel	11.78/hr	12.02/hr	12.26/hr	12.57/hr
Nurse	51,425	52,454	53,503	54,840
Purchasing Agent	54,206	55,290	56,396	57,806
Radio Room Personnel	38,529	39,300	40,086	41,088
Registrar	45,209	46,113	47,035	48,211
Technical Support Aide	36,547	37,278	38,024	38,974

**Salaries for Employees Hired in FY09**

<b>Position</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>
Audio Visual Personnel	46,540	47,470	48,420	49,308
Career Discovery Aide	36,194	36,918	37,656	38,598
Computer Support Tech	45,203	46,107	47,029	48,205
Job Coach	30,018	30,618	31,231	32,012
Jr. Database/Helpdesk Analyst	49,508	50,498	51,508	52,796
Part-Time Radio Room Personnel	11.67/hr	11.90/hr	12.14/hr	12.44
Nurse	50,928	51,947	52,985	54,310
Purchasing Agent	53,682	54,757	55,851	57,247
Radio Room Personnel	38,156	38,919	39,697	40,690
Registrar	44,772	45,667	46,581	47,745
Technical Support Aide	36,194	36,918	37,656	38,598

**Appendix B (cont.)**

**Salaries for Employees Hired in FY10**

<b>Position</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>
Audio Visual Personnel	45,654	46,567	47,498	48,686
Career Discovery Aide	35,505	36,215	36,939	37,863
Computer Support Tech	44,342	45,229	46,113	47,266
Job Coach	29,446	30,035	30,636	31,402
Jr. Database/Helpdesk Analyst	48,565	49,536	50,527	51,790
Nurse	49,958	50,957	51,976	53,276
Part-Time Radio Room Personnel	11.44/hr	11.67/hr	11.90/hr	12.20/hr
Purchasing Agent	52,660	53,713	54,787	56,157
Radio Room Personnel	37,430	38,179	38,942	39,916
Registrar	43,919	44,797	45,693	46,837
Technical Support Aide	35,505	36,215	36,939	37,863

**Appendix C**  
**Education Support Personnel**  
**Paraprofessional Instructional Assistant & Security Officer**  
**Salary Schedule**

**Current Employees (Hired in FY08 and Prior)**

<b>Level</b>	<b>2009-10</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>
A	16.28	16.61	16.94	17.36
B	17.29	17.64	17.99	18.44
C	18.29	18.66	19.03	19.51
D	19.33	19.72	20.11	20.61

**Salaries for Employees Hired in FY09**

<b>Level</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>
A	16.12	16.44	16.77	17.19

**Salaries for Employees Hired in FY10**

<b>Level</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>
A	15.82	16.14	16.46	16.87

**SIDE AGREEMENT**

(APPLICABLE TO, BUT NOT TO BE INCLUDED IN, FINAL PRINTED VERSION)

Upon ratification of this Agreement by the Union, Board of Education and Financial Oversight Panel, the District shall pay the Union members who were employed by the District during the 2010-2011 school year and who remain employed for the 2011-2012 school year the retroactive salary due and owing to said members based upon the agreed upon two percent (2%) increase for the 2010-2011 school year.