

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION,
EAST ALTON ELEMENTARY SCHOOL DISTRICT 13
MADISON COUNTY, ILLINOIS

and the

EAST ALTON EDUCATIONAL SUPPORT PERSONNEL

affiliated with the

ILLINOIS EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

2013-2014

2014-2015

2015-2016

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ARTICLE I
RECOGNITION

1.1 RECOGNITION

The Board of Education of East Alton Elementary School District No. 13, Madison County, Illinois, hereinafter referred to as "the board", hereby recognizes the East Alton Educational Support Personnel Association, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as "the Union" as the sole and exclusive and negotiating agent for all regularly employed full and part-time non-certified personnel (excluding all supervisory, managerial, and confidential employees as defined by the Act, and specifically the Director of Buildings/Grounds and Transportation, the Director of Food Services, the Superintendent's Confidential Secretary and the Financial Secretary).

1.2. DEFINITIONS

Temporary employees are defined as those employed for less than two (2) consecutive calendar quarters or those hired specifically to replace an employee on leave.

ARTICLE II
NEGOTIATION PROCEDURES

2.1 NEGOTIATIONS

The parties agree to negotiate in good faith for a successor agreement upon the written request of either party. Once either party has filed such written request upon the other, the parties will meet no earlier than April 1.

2.2 MEDIATION

If an agreement is not reached by 15 days before the expiration date of this Agreement, either party may declare to the other that an impasse exists, at which point the parties shall jointly request a mediator from the Federal Mediation and Conciliation Service. The parties may mutually agree to another impasse date or another mediation agency.

The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

2.3 IMPASSE

Upon expiration of this Agreement, the impasse procedures available under the Illinois Educational Labor Relations Act may be utilized.

ARTICLE III
EMPLOYEE AND UNION RIGHTS

3.1 DUES DEDUCTION

Payroll deductions for Union dues will be made in accordance with provisions contained in Paragraph 24-21.1 of The School Code, 105 ILCS 5/24-21.1.

3.2 NOTICE OF BOARD MEETINGS

The Union President shall be sent an agenda and notice of officially convened meetings of the Board prior to the meeting.

3.3 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

An employee shall be given written notice of their tentative assignment for the forthcoming year no later than June 15th. In the event the Board determines to change such assignment after June 15th, the employee shall be given written notice as soon as possible.

3.4 RULES AND REGULATIONS

Copies of Board policies, rules and regulations will be available in each building. Copies of building handbooks shall be given to each employee on the first day of the school year.

Any proposed changes in written Board policies shall be posted in employee work areas and a copy given to the Union President or designee not less than ten (10) work days prior to final adoption.

3.5 PERTINENT INFORMATION TO UNION

The Board agrees to furnish the Union, in response to reasonable requests, all readily available information necessary for the Union's right of representation. Charges will be made consistent with other organizations and unions.

3.6 BULLETIN BOARD/MAIL BOXES

The Union shall have the right to post notices of its activities and matters of Union concern on at least one bulletin board provided in each school building. The Union shall have the right to use employee mailboxes/interschool mail for official Union business.

3.7 UNION LEAVE

Union representatives will be granted leave to attend conferences or conduct business pertinent to Association business. The Union leave will not exceed six (6) days per each member and will be at the personal expense of the members. No reimbursement will be allowed by the Board of Education. The Union shall reimburse the District the costs for substitutes as a result of the Union leave.

3.8 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION

Within thirty (30) days after the Agreement is signed, ten (10) copies

of this Agreement shall be prepared by the Board and presented to the Union.

3.9 USE OF DISTRICT FACILITIES

The Board will allow the Union to use District facilities for committee, general or building employee meetings, outside of school attendance hours if approved by the principal. Union members will be allowed to store Union materials in their rooms or desks in a place not available or observable to students. In addition, the Union shall have the right to use District equipment, including assigned typewriters and copiers, at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies (when necessary) incident to such use. The Union will be responsible for reasonable care to avoid damage to such equipment exclusive of normal wear and tear.

3.10 DISTRICT DIRECTORY

The Union shall be provided a copy of the District Directory by November 1 of each contract year.

3.11 RECOGNITION FOR SERVICE

The Union shall have the right to select two bargaining unit members to serve on the District screening committee for service recognition awards.

ARTICLE IV **GRIEVANCE PROCEDURE**

4.1 DEFINITIONS

A. A grievance shall be defined as any claim by one or more employees or the Union that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.

B. All time limits shall consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school year, time limits shall consist of all days on which the business office is open.

C. If one or both parties are unable to meet, then the hearing will be postponed to a later date with the consent of both parties.

4.2 PROCEDURES

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

A. Within thirty (30) days of the date that the grievant becomes aware of the event giving rise to the grievance, or when the grievant should have had reasonable knowledge of the event giving rise to the grievance,

the grievant shall present the grievance in writing to the Supervisor stating the nature of the grievance, the provision (s) of the Agreement that have been violated, and the remedy sought. The Supervisor shall arrange for a meeting to take place within ten (10) days after receiving the written grievance, for the purpose of resolving the grievance. Within ten (10) days of the meeting, the Supervisor shall notify the grievant in writing of his/her decision.

B. If the grievance is not resolved at Step A, the grievant may submit the grievance to the Superintendent within ten (10) days of receipt of the Supervisor's decision. The Superintendent shall arrange for a meeting to take place within ten (10) days after receiving the written grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Superintendent shall notify the grievant in writing of his/her decision.

C. If the grievance is not resolved at Step B, the grievant may submit it to the Board within ten (10) days of receipt of the Superintendent's decision. At its next meeting following receipt of the written grievance, the Board may hear the grievance. Each party to the grievance shall have the right to include in its presentation to the Board such representatives, witnesses, counselors and evidence as it deems necessary. The Board shall notify the grievant in writing of its decision on the grievance not later than ten (10) days.

D. If the Union is not satisfied with the disposition of the grievance at Step C, or the time limits expire without the issuance of the Board's reply, the Union, with the approval of the grievant may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as administrator of the proceedings. The parties may mutually agree upon another source or agency to provide an arbitrator. If a demand for arbitration is not filed within thirty (30) days of the receipt of the Step C decision, then the grievance shall be deemed withdrawn.

1. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Union, and his decision must be based solely upon the express relevant language of the Agreement.

2. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA or other administrative agency shall be borne equally by the parties.

E. The failure of an employee or the Union to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time

limits shall permit the grievant to proceed to the next step. The time limits may be extended only by mutual written agreement.

4.3 BYPASS

If the Union and Superintendent agree, any step of the grievance procedure, including the Board Level of Step C may be bypassed and the grievance brought directly to the next step.

4.4 CLASS GRIEVANCE

Class grievances involving more than one employee or more than one supervisor, and grievances involving an administrator above the building level may be initially filed by the Union at Step B.

4.5 REPRESENTATION

The Board acknowledges the grievant's right to have a local Union representative present at any level, and no employee shall be required to discuss any grievance if a local Union representative is not present.

4.6 NO REPRISALS

No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.

4.7 RELEASED TIME

Should any Step 4.2 A, 4.2 B, or 4.2 C meeting or an arbitration hearing require that an employee or a Union representative be released from their regular assignment, the employee or Union representative shall be released without loss of pay or benefits.

4.8 FILING OF MATERIALS

Records related to a grievance shall not be considered a part of the permanent personnel files of the grievant.

4.9 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent.

4.10. GRIEVANCE ADJUSTMENT

Nothing contained herein shall be construed as limiting the right of any individual employee or group of employees to present grievances to their employer and have them adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given an opportunity to be present at such adjustment.

ARTICLE V

WORK YEAR, HOLIDAYS AND VACATION

5.1 WORK YEAR

The work year, work day and work week definitions which appear below are

provided solely for the purpose of determining work requirements necessary to attain other employment benefits as such benefits may be defined by this Agreement. The work year for employees shall be as follows:

Twelve-Month Employees: The normal work year for twelve-month employees shall be to work daily, Monday through Friday, not including holidays, December 24th, December 31st, and earned vacation.

Eleven Month Employees: The normal work year for eleven month employees shall be to work a total not to exceed 239 days not including paid holidays

Ten and One-Half Month Employees: The normal work year for ten and one half month employees shall be for a total not to exceed 220 work days, including December 24th and December 31st

Ten-Month Employees: The normal work year for ten month employees shall be from August through June for a total not to exceed 210 work days including December 24th and December 31st.

School Year Employees: The normal work year for school year employees shall be the normal 180-day school calendar. Those school year employees who work after the end of the school calendar or before the beginning of the school calendar shall be paid at their normal rate of pay for all such time worked, exclusive of overtime.

The Board may hire employees for less than a normal work year, provided that such hiring will not be done to deny employees the rights and benefits under this Agreement.

5.2 PAID HOLIDAYS

All employees shall have the following days off without loss of pay:

| | |
|--|-----------------------------------|
| Independence Day | New Year's Day |
| Labor Day | Dr. Martin Luther King's Birthday |
| Columbus Day | President's Day |
| Veteran's Day | Casmir Pulaski Day |
| Thanksgiving Day and the following Friday | Spring Day |
| Christmas | Memorial Day |
| December 26 | |

To be eligible for holiday pay, employees must work the last work day before and the first work day after the holiday unless on vacation, sick leave, personal leave or approved unpaid absence due to personal illness or illness in the immediate family. The superintendent may at his/her discretion grant custodial and secretarial staff additional days off during the Christmas and Spring break. Any such days granted shall be counted as work days.

During the period between the end of the school term and the beginning of the next term, any legal holidays which fall on week-end days will be

observed as a holiday on the Monday following. When any of the above-listed holidays (other than Independence Day) fall on a weekend during the employee's normal work year, and no other day is designated as the holiday, the following shall apply:

- a. Twelve-month employees shall be granted an additional vacation day.
- b. Ten and one-half month and Ten-month employees shall be granted a floating holiday to be taken at a time mutually agreed to by the employee and the immediate supervisor.
- c. Those cafeteria employees who had been receiving a day's pay for the holiday prior to the effective date of this agreement shall continue to receive a day's pay for the holiday for the duration of this agreement.

5.3 VACATION

After a year of continuous employment, full-time; twelve-month employees shall be eligible for a vacation on the following basis:

After 1 year continuous employment - 5 working days
 After 2 years continuous employment - 10 working days
 After 5 years continuous employment - 12 working days
 plus one additional working day for year six and one additional working day for year seven.

After 8 years continuous employment - 15 working days
 After 9 years continuous employment - 15 working days
 plus one working day per year's service up to 5 working days
 vacation

After 20 years continuous employment - 25 working days

Vacation time earned in one fiscal year shall be used by the end of the following fiscal year or the employee shall lose it. Employees terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination, provided they have been in the employ of the school system for one year. Vacation remuneration shall be paid when employment is terminated by the action of the School Board or by resignation with two weeks notice in writing by the employee. Requests for vacations shall be submitted to the Supervisor to whom the employee is responsible and must be approved by the Superintendent, or his designee. Every effort shall be made to meet the desires of the employee and the needs of the school system in establishing vacation dates.

ARTICLE VI CONDITIONS OF EMPLOYMENT

6.1 SUBCONTRACTING

Except as otherwise provided in this Section, the Board agrees that it will not subcontract with a private carrier with the effect of replacing bargaining unit members. This does not prevent the Board from contracting for services which do not replace employees such as

plumbing, electrical or remodeling, and which employees do not have the equipment or qualifications to perform. Upon prior written notification to the Union, the Board may investigate, research, and solicit information from contractors. The Board shall provide a copy of such information to the Union upon request. Further, consistent with IELRB decisions, the Board will not subcontract following the expiration of this Agreement until after bargaining the decision and impact of any proposal to subcontract.

6.2 EQUIPMENT AND MATERIALS PROVIDED

- A. The Board shall provide without cost to the employee five (5) work uniforms per year for each custodian, maintenance and food service worker. Uniforms provided shall be worn at all times during the school year while on duty during days of student attendance.
- B. The Board will reimburse transportation employees for the cost of one required physical per year. If the employee elects to have the physical from the physician or medical care facility selected by the District, the District shall pay the full cost of the physical as established by such physician or medical care facility. If the employee elects to have the physical from a physician or medical care facility other than that selected by the District, the District shall be responsible for paying only the amount equal to that established by its selected physician or medical care facility. The employee shall be responsible for paying the additional cost, if any. The Board will reimburse transportation employees for a bus driving permit successfully received.
- C. Transportation employees shall be given a gas credit card and will be provided an estimated amount of money to cover parking fees, tolls, and other approved expenses while on school sponsored trips. If expenses exceed the amount provided, the employee shall be reimbursed for such additional expenses upon submission of verification of the actual expenses.
- D. The Board will pay for bus drivers' license.
- E. The Board will add \$.15 per hour to the pay rate of each Food Service employee with a current Sanitation Certificate. The Board will reimburse Food Service employees up to \$129.00 for obtaining the initial Sanitation Certificate and up to \$35.00 every four years for obtaining Sanitation Certificate renewal.
- F. Any expenses paid by the Board on behalf of the employee for the purpose of attaining licensing or certification will be reimbursed to the District by the employee if the employee fails to maintain a minimum of ninety days employment with the District.

6.3 UNSAFE AND HAZARDOUS CONDITIONS

Employees shall not be required to work under conditions judged unsafe or hazardous which endanger their health or safety. Employees shall be required to report unsafe or hazardous conditions. If judged unsafe or hazardous, employees shall be assigned to other work.

6.4 NORMAL WORKDAY/LUNCH PERIODS AND BREAKS

The normal work day, lunch periods, and breaks for employees shall be as specified below:

| <u>Category</u> | <u>Full-Time Hours</u> | <u>Lunch Included</u> | <u>Breaks</u> | <u>Free Lunch</u> |
|------------------------|------------------------|-----------------------|---------------|-------------------|
| Custodian | 8 | 1/2 Hr. | 2-15 | Yes |
| Cafeteria (5+) | 5 1/2+ | 1/2 Hr. | 1-15 | Yes |
| Cafeteria (3-5) | No Full Time | No | 1-15 | Yes |
| Cafeteria (-3) | No Full Time | No | No | Yes |
| Secretary (10 mo) | 8 | 1 hr. | No | No |
| Secretary (10.5 mo) | 8 | 1 hr. | No | No |
| Teacher Assistant | 5 1/2+ | No | 1-15 | No |
| Playground Monitor | No Full Time | No | No | Yes |
| Bus Driver/Courier | No Full Time | No | No | No |
| District Nurse | 8 | No | 2-15 | Yes |
| Medical Tech | As needed | No | No | No |
| Parent Educator (IMRF) | 8 | NO | 2-15 | No |
| Care Providers | No Full Time | No | No | No |
| ESP | No Full Time | No | No | No |

Bus Drivers and Bus Monitors will receive a minimum of one hour pay for any one run/trip.

6.5 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS

The basic responsibility for discipline is with the employees. The Building administrator shall support and assist employees who have had to administer discipline to students in the employees' assigned work area. The Board's designated representative shall take reasonable steps to assist the employees with respect to students who are disruptive or who repeatedly violate rules and regulations. Employees may only use physical contact with a student if it is necessary to protect themselves, a fellow employee, any other employee, teacher, an administrator, or another student from attack, physical abuse or injury, or to prevent damage to district property.

6.6 EMERGENCY SCHOOL CLOSING

School is considered to be in session when teachers and/or students are in school. When schools are closed due to an emergency, weather, or acts of God, custodial and maintenance employees will report to work and may leave work as soon as the buildings and grounds are in satisfactory conditions according to the Supervisor of Buildings and Grounds. Other employees may be required to report for work. Custodial and maintenance employees will receive their normal pay for those days. In the event of emergency closing of schools due to emergency, weather, or acts of God, employees will be paid for such days unless the day is rescheduled.

6.7 IN-SERVICE TRAINING

If required by the District to attend, employees will be paid for attending workshops, institutes, or training programs.

If such workshops, institutes, or training programs are conducted as part of the employee's normal work week, the employee shall be paid at her/his normal rate of pay for attending. If they are conducted on evenings or weekends, then hours in excess of forty (40) hours per week shall be paid at the overtime rate. The District may offer voluntary training programs of up to three hours provided that a stipend of fifty dollars is paid to any employee attending.

6.8 PERSONNEL FILES

An official personnel file for each employee and former employee shall be maintained at the office of the Superintendent except for personnel records exempt from review pursuant to Section 10 of The Personnel Record Review Act. This file shall be the sole repository of records to be utilized in decisions affecting the employee's employment status. Each employee shall have the right, upon prior request, to review the contents of his/her personnel file at least twice yearly and to respond in writing and place therein reactions to any of its contents. Materials related to discipline or re-employment, or any material related to an employee's conduct, service, character, or personality may not be placed in the personnel file unless the employee has first been given a copy of such material and given an opportunity to discuss such material with the appropriate supervisor or administrator. No material may be used for punitive or disciplinary action against an employee, which has not been placed in the employee's personnel file except as provided in Section 4 of The Personnel Record Review Act. No one other than the employee's immediate supervisor, the Superintendent, or his/her designee shall have access to the employee's personnel file without prior written consent of the employee, unless required by an authorized agent or agency having jurisdiction. All material placed in the personnel file shall be signed by the originator of the material, and no anonymous material will be contained in the file. In all other respects, this Section of the Agreement shall be subject to The Personnel Record Review Act.

6.9 ADMINISTRATION OF MEDICATION TO STUDENTS

The Board shall indemnify and save harmless from any liability employees who administer medication to pupils.

6.10 CHANGE OF CATEGORY OR POSITION

When an employee is involuntarily temporarily assigned to perform work in a lower paid category or position, the employee shall suffer no reduction in pay or benefits because of such assignment. When an employee, other than transportation and cafeteria employees, voluntarily performs work in another position or category, the employee shall be paid the lesser of the normal rate for that position or the employees' lowest rate of pay for his/her usual duties. Cafeteria and transportation employees shall be paid at the current rate of the position for the work performed. Temporally assigned employees shall receive their same rate of pay until the sixteenth work day in the position at which point the employee shall be paid the higher wage of the position or category until the employee leaves that position. No vacant or newly created position can be filled by a temporary employee for a period exceeding forty-five (45) consecutive calendar days without being posted as a regular position. Credit for work outside the District may be given for full time work in a related position, but not to exceed two years credit.

6.11 REQUIREMENTS FOR PARENT AS EDUCATORS

All parent educators must possess a minimum of a bachelors degree from a nationally accredited college or university.

6.12 SUBSTITUTE TEACHERS

Members of the bargaining unit who agree to serve as substitute teachers for the District shall be paid at their regular rate or the substitute rate, whichever is higher. In addition, the District shall contribute the required amount to T.R.S. above the rate paid to the employee.

6.13 SCHOOL IMPROVEMENT DAYS

Hourly employees shall be paid for actual hours worked during the day. If a workday is shortened, then additional hours, if any, must be approved by the Administration.

ARTICLE VII LEAVES

7.1 SICK LEAVE

A. A sick leave plan has been adopted that provides for an unlimited accumulation of sick leave days at the rate of twelve (12) days per year for twelve month employees, and ten (10) days per year for less than twelve (12) months. All reference to days shall be considered as the number of hours worked per day excluding overtime extra hours, and temporary assignments. Where days are accumulated, such accumulation shall be recorded as

hours. The District's liability for sick leave shall be limited to 1920 hours, except that in the year preceding retirement those hours which usable hours.

- B. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family is defined as parents, sister, brother, spouse, children, daughter-in-law, son-in-law, sister-in-law, brother-in-law, parents-in-law, grandparents, grandchildren, step-parents, step children, step siblings and legal guardians. The School Board may require a physician's certificate, or if any treatment by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis of pay during leave after an absence of four (4) days for personal illness, or as it may deem necessary in other cases.

If an employee who is temporarily disabled received no district funds, no sick leave benefits will be deducted. If an employee who is temporarily disabled receives District funds, sick leave benefits will be deducted on a pro-rata basis.

- C. At the time of retirement, payment for unused and accumulated sick leave days in excess of 600 hours will be at the rate of \$5.00 per hour, up to a maximum of 1320 hours paid.
- D. An employee shall be entitled to apply any or all of his/her accumulated sick days upon retirement for additional service credit as allowable with the Illinois Municipal Retirement Fund. Once applied to the Illinois Municipal Retirement Fund these days are considered used and not eligible for Section C of this Article. The parties agree that if any change occurs in the applicable IMRF Rules and Regulations pertaining to unused sick leave, this Section shall be modified so as to afford the employee the maximum number of retirement benefit options available under said Rules and Regulations.
- E. In the event of an employee's death before retirement, any unused sick leave days shall be paid in a lump sum to the survivor named by the employee. Such payment shall be computed by multiplying the number of unused sick days times the amount in Section C above.

7.2 FUNERAL LEAVE

Non-cumulative funeral leave of up to three days will be allowed for cases of death in the immediate family. Such leave will addition to current sick leave and will begin on the date of notification of death. Immediate family shall include spouse, children, parents, or any dependent member of the individual's family. One day of funeral leave will be allowed for other family members as defined in Section A, Sick Leave of this article, in addition to aunts, uncles, nieces and nephews.

In the event of the death of a District employee, upon the request of the Association, the Superintendent may at his/her option cancel school. The official school calendar will be amended to make up the cancelled day. Employees may also use one (1) day sick leave per year to attend the funeral of any person other than immediate family or current Association member.

7.3 PERSONAL LEAVE

Employees shall be entitled to two (2) personal leave days per year for which no reason shall be given. Unused personal days may accumulate to a maximum of three (3) days for any year. No more than one employee per building per day shall be entitled to such leave without the approval of the Administration. Notification of such leave shall be given twenty-four (24) hours in advance when possible. No such leave shall be taken the day before or the day after a school holiday, unless approved. Any days not used will be added to the next year's sick leave.

7.4 PARENTAL LEAVE

Parental Leave without pay may be granted to employees who request this leave. The beginning and termination of this leave shall be determined through mutual consent of the employee and the school administration. Maximum length of parental leave will be one (1) complete contract year plus the portion of the contract year in which the leave began. Employees returning from parental leave shall be returned to the position they held immediately prior to such leave or to a similar position if their prior position is no longer available. No deduction in years of service for salary scheduling shall take place because of parental leave. Time out of service for this leave will not count for experience on the salary schedule. The employee shall inform the Superintendent of his/her intent to return the following contract year not later than March 1.

7.5 CONFERENCES AND VISITATION

After application to and with the approval of the Superintendent or his designee, employees may be released with full pay to attend workshops, visit exemplary programs and participate in other work-related growth activities. At the time of approval, the Superintendent shall indicate which expenses, if any, shall be provided by the District. After participation, a written report shall be submitted to the Superintendent summarizing the highlights of the activity. If an employee is required to attend a convention, meeting, workshop, program, or other activity outside of her/his normal work hours, the employee shall be paid her/his normal rate of pay for such required time, and shall be compensated in full by the District for any pre-approved expenses incurred.

7.6 COURT APPEARANCE

The District shall pay full salary during the time an employee is on jury duty, or is subpoenaed to appear before a court or administrative agency on a job-related matter provided the employee is not a party or a

witness to a proceeding in opposition to the District. An employee shall give notice of pending jury duty to the District no later than five (5) work days prior to the employee serving jury duty.

7.7 UNPAID LEAVE OF ABSENCE

The Board of Education in its sole discretion may grant employee(s) a leave of absence, without pay or other benefits, for personal illness or quarantine. Such leave shall not commence until the employee has exhausted all accumulated sick leave. The leave shall be limited to a reasonable duration, but in no event shall an unpaid leave exceed the balance of the school term in which it commences. Requests for an unpaid leave of absence must be accompanied by a physician's statement as to the nature and extent of the illness or incapacity and the estimated duration necessary for recovery. An employee granted an unpaid leave of absence hereunder shall not be entitled to any fringe benefits, but may continue his/her group insurance coverage, in accordance with applicable federal and state laws. Not later than 30 calendar days prior to the scheduled termination of any leave in excess of 90 calendar days the employee shall notify the Superintendent or his/her designee in writing of his/her intention to return to employment. Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any unpaid leave of absence under any conditions it deems appropriate. Unpaid leaves of absence other than for sick leave as described above shall be discouraged. It will require prior approval of the Superintendent and except for reasons of emergency or extenuating circumstances, will not be allowed. Request for such leave shall be made at least twenty-four hours in advance.

ARTICLE VIII

NON-PROBATIONARY EMPLOYEE EVALUATION

8.1 FULL KNOWLEDGE OF OBSERVATIONS

All monitoring or observation of the work of an employee for the purpose of written evaluation shall be conducted in person with the full knowledge of the employee.

8.2 NOTIFICATION

Within sixty (60) work days following the beginning of the employee's work year, the supervisor shall notify the employee as to the evaluation procedures, standards, instruments, and job description by which the employee is to be evaluated. No formal evaluation shall take place until this notification has been done. New employees or reassigned employees shall be notified of the above within sixty (60) work days following the first day in their new assignment.

8.3 PURPOSE OF EVALUATION

The primary purpose of employee evaluation shall be the assessment of employment skills contained in the job description and other reasonable standards and criteria which have been established by the employer and

made known to the employee prior to the evaluation, and all evaluations shall be conducted in good faith in accordance with the provisions of this Agreement.

8.4 EVALUATION PROCESS

- A. Non-probationary employees shall be evaluated at least once during the employee's work year.
- B. Each evaluation shall be conducted with no less than two (2) on-the-job observations by the supervisor for not less than thirty (30) minutes for each observation.
- C. Each evaluation shall be initiated by the pre-evaluation conference, between the evaluator and the employee to be evaluated, that shall include a review of the job, and an agreement on the dates and specific times for the observations.

8.5 POST-EVALUATION CONFERENCE AND PROCEDURE

All evaluations shall be reduced to writing and a copy given to the employee within five (5) work days following the most recent observation. The employee and the supervisor shall meet to discuss the evaluation within five (5) work days after the employee has received the evaluation. If a supervisor believes an employee is doing unacceptable work, the evaluation shall set forth the specifics therefor, the specific factors which the employee is to remediate, and the assistance to be provided by the supervisor.

8.6 EMPLOYEE'S RIGHT TO RESPOND

Following the post-evaluation conference, the employee will be given a copy of the evaluation. The employee may submit additional written comments or responses to the evaluation if she/he desires. These will be attached to the evaluation and placed in the employee's Personnel File.

ARTICLE IX **EMPLOYEE DISCIPLINE**

9.1 GENERAL

No permanent employee shall be disciplined without just cause. Discipline shall be defined as recorded verbal or written warnings (excluding evaluations), suspension with or without pay, and dismissal. Discipline shall be progressive in nature, depending on the severity of the offense.

9.2 RIGHT TO REPRESENTATION

Upon request, employees shall be allowed the right of representation for disciplinary conferences or hearings. Unless immediate action is required because of the severity of the offense, employees will be given reasonable advanced notice to allow for representation.

9.3 SUSPENSION WITH PAY--SUPERINTENDENT LEVEL

The Superintendent may suspend an employee with pay for just cause for a period not to exceed ten (10) working days. Prior to such suspension, the Superintendent shall meet with the employee to present the allegations, identify the person (s) making the charge and give the employee an opportunity to explain his/her position and to refute the charges. Prior to suspension, the employee will be told the dates and times the suspension will begin and end. A written report of the suspension will be placed in the employee's Personnel File and a copy provided to the employee. Within five (5) workdays of being notified of a suspension, the employee shall be given a written notice of the suspension stating the reason(s) for the suspension, the duration of the suspension and the right to have a hearing in person before the Board. The employee must notify the Board of Education in writing within five (5) work days of receiving the notice if she/he desires a hearing. At the hearing before the Board, the employee shall have the right to Union representation and shall have the right to present evidence. If the School Board determines that the suspension is invalid, the employee shall return to her/his work assignment the next work day and all documentation of the suspension shall be expunged from the employee's Personnel File.

9.4 SUSPENSION WITHOUT PAY--BOARD LEVEL

The Board of Education may suspend an employee with or without pay for just cause. Prior to such suspension, the Board shall provide the employee an opportunity for a hearing before the Board. At the hearing, the allegations, evidence and identity of the person(s) making the charge will be presented. The employee will be provided the opportunity to explain her/his position and refute the charges at the hearing. The employee shall have the right to Union representation, and shall have the right to present evidence at the hearing. The employee shall be given written notice of the suspension stating whether it is with or without pay, the beginning and ending dates of the suspension and the reason(s) for the suspension. If the Board determines that the suspension of the employee is warranted, the Board may suspend the employee for a period not to exceed twenty two (22) work days.

9.5 DISMISSAL OF A NON-PROBATIONARY EMPLOYEE

In the event the Board of Education considers the dismissal of a non-probationary employee, the following procedure will be adhered to:

A. An employee may only be dismissed by the Board of Education by means of a written Notice of Dismissal approved by a majority vote of all the members of the Board in an open meeting. Such Notice shall contain a Bill of Particulars as to the cause or causes for dismissal, and shall be served upon the employee by certified mail not later than five (5) work days following the vote of the Board.

B. Prior to the issuance of a Notice of Dismissal, the Board shall serve

written notice upon the employee of her/his right to have a hearing before the Board in closed session, and of her/his right to have a Union representative present at such hearing. If the employee elects to have such a hearing, she/he must send written notification to the Board not later than ten (10) work days following her/his receipt of notice from the Board.

C. If the employee or the Union disagrees with the dismissal of a non-probationary employee, a grievance may be filed in accordance with the Grievance Procedure contained in this Agreement.

ARTICLE X
REDUCTION IN FORCE

10.1 SENIORITY

For purposes of this Agreement "seniority" shall be defined in two (2) ways:

A. District Seniority shall mean an employee's length of continuous service within the District based on the employee's work year. Nine (9) and ten (10) month employees will have one (1) year's experience for working their full work year. Said service will be computed from the first day of current uninterrupted employment with the District. The "first day" shall be defined as the day upon which duties are first performed with the District.

B. Category Seniority shall mean an employee's length of service in a particular job category. Said service shall be computed from the first day of assignment to a particular category. There shall be two seniority lists. One for part-time and one for full-time employees. Employees can retain but not transfer seniority between the two lists. Seniority continues to accrue during any paid leave of absence, including Worker's Compensation-related absence and IMRF or Social Security Disability-related absence. Seniority does not accrue during any unpaid leave of absence. Employees who are promoted or transferred out of the bargaining unit or category and subsequently returned to the bargaining unit or category without a break in service shall have their seniority computed from their first day of original employment but will not be credited with seniority credit for the time spent outside the bargaining unit or category.

In January, separate tentative seniority lists for all full-time and part-time employees shall be prepared and posted in appropriate locations in the District. A copy of the seniority list shall also be provided to the President of the Association. Non-probationary part-time employees do not have seniority over any full-time non-probationary employees. The seniority listing shall include the name, current position and years of continuous service. An employee or the Association

shall have ten (10) calendar days from the date of posting of the tentative seniority list to file written objections with the Superintendent or designee to the information shown on the list. After the period for objections has passed, the Administration shall prepare and post a finalized seniority list by February 1. The failure of an employee or the Association to make a specific, timely objection shall be deemed an acceptance of the seniority ranking and shall prohibit any subsequent challenges to rankings until the posting of a seniority list in the following school year.

10.2 PROBATIONARY PERIOD

A new employee shall be deemed on a period of probation for the first ninety (90) work days of active employment. A new employee who successfully completes this probationary period shall be placed on permanent status, and may only be dismissed for just cause in accordance with Article VIII or for reduction in force in accordance with Article X of this Agreement. During an employee's probationary period, the supervisor shall complete a written recommendation to the Superintendent as to whether the employee should or should not be placed on permanent status. At the same time, a copy of the recommendation shall be furnished to the employee. The recommendation shall not contain reasons, which have not previously been discussed with the employee. Employees not recommended for permanent status shall be dismissed with at least ten (10) work days notice.

10.3 PROCEDURE FOR REDUCTION IN FORCE

When a reduction in force of non-probationary employees is deemed necessary by the Board of Education, the Board will make such reductions by attrition if possible. Otherwise, seniority by job category, followed by District seniority as tiebreaker will be used for any and all reductions. In no case shall a new employee be employed by the Board while there are laid off employees who are willing and qualified for a vacant or newly created position. Employees whose position have been eliminated due to reduction in force or who have been affected by a reduction in force shall have the right to assume a position for which they are qualified and which is held by a less senior employee in any category in which the employee has accrued seniority.

10.4 CATEGORIES OF POSITION

For purposes of this Article, the following categories of position are established:

- A. Bus Drivers/Courier/Bus Monitors
- B. Cafeteria Workers
- C. Groundskeeper
- D. Monitors
- E. Secretaries
- F. Teacher Assistants
- G. Parent Educators
- H. Care Provider

- I. District Nurse
- J. Custodians
- K. Medical Tech
- L. Maintenance

10.5 FRINGE BENEFITS/LAID OFF EMPLOYEES

Laid off employees may continue their insurance coverage with the District by paying the regular monthly premium for such coverage to the Board, subject to the conditions of the carrier.

10.6 RECALL RIGHTS AND PROCEDURES

Laid off employees shall be recalled in reverse order of category seniority, with the most senior being recalled first, to any position for which they are qualified for a period of eighteen calendar months. Any employee who has served more than thirty (30) non-probationary work days in a position shall be deemed qualified for that position. Notices of recall shall be sent by certified mail, return receipt requested, to the employee's last known address.

10.7 EMPLOYEE'S OBLIGATION TO RESPOND TO RECALL

It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given ten (10) calendar days from receipt of notice of recall to inform the Board of acceptance or non-acceptance of the position. The Board may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports to work within fourteen (14) calendar days, if required. Recall rights shall extend eighteen months from the date of notice. If an individual on recall refuses a position within the category last held, the individual will relinquish their seniority and all rights of recall to employment with the District. If an individual on recall refuses a position outside the category last held, they retain their seniority position for further recalls within his/her category.

ARTICLE XI **VACANCIES, TRANSFERS, PROMOTIONS**

11.1 DEFINITION OF VACANCIES

- A. A vacancy shall be defined as a position presently unfilled, including newly created positions, as well as, such positions currently filled but for which resignation has been received.
- B. A vacancy will be filled in the following order:
 1. Employees returning from leave of absence to the previous position;
 2. Employees in that category by seniority qualified according to Article X, Section 10.6) who are on layoff as per provisions contained herein;

3. Applicants within the category-by-category seniority provided they meet standards and criteria determined by the Board.
4. Employees being reassigned involuntarily by the administration within their category of position.
5. External applicants and transfer requests.

11.2 DEFINITION OF PROMOTION

Promotion shall mean placement within a non-supervisory or non-administrative position, which provides a higher rate of compensation than the position previously occupied by the applicant.

11.3 DEFINITION OF TRANSFER

Transfers shall be defined as either a voluntary or involuntary move from one category to another within the bargaining unit or to a different building.

11.4 POSTING OF VACANCIES

Vacancies shall be posted on a designated bulletin board in each building along with a copy of such posting sent to the Union President or designee. Vacancies shall be posted for at least ten (10) work days prior to being filled. Such posting shall contain the following information:

- A. Position title and category
- B. Location of Work
- C. Starting date
- D. Rate of pay
- E. Work hours and work year
- F. Job qualifications
- G. Deadline for application and with whom the application is to be filed.

11.5 SUMMER NOTIFICATION

During times when school is not in session, the Board shall continue to post vacancies in the Central Office and in the Maintenance Office in accordance with Section 11.4 of this Article. Summer postings shall be for a period of fourteen (14) calendar days.

11.6 FILLING VACANCIES

Vacancies within the bargaining unit shall be filled by the most qualified applicant within the category provided the employee has the skill and ability to perform the work required based on standards and criteria determined by the Board. During the fiscal year (July 1 - June 30), employees will be limited to one voluntary change in position unless an additional change would result in higher wages or more hours.

11.7 MUTUAL REQUESTS FOR TRANSFER

Mutual request for transfer shall be considered between bargaining unit members within the same category of position.

11.8 NOTIFICATION TO APPLICANTS

Upon filling a position after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing.

11.9 TRIAL PERIOD

In the event of promotion in or transfer from one category to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, the employee shall be returned to his/her previous assignment.

11.10 REASSIGNMENT PROCEDURE

- A. When it is necessary to involuntarily reassign employees within a building or a category, to the extent possible, all volunteers shall first be considered.
- B. If no volunteers are available, reassignments within the category shall be made on the basis of District seniority.
- C. Exceptions to seniority may be made in individual cases, where an employee is the only employee who is qualified for a specific position, or where it has been shown through reasonable and just cause that it is necessary to reassign an employee.
- D. District seniority tiebreakers will be determined by the drawing of lots.
- E. Employees shall not have their wage rate reduced due to a transfer or reassignment except for recall.

11.11 PROMOTIONS

- A. APPLICATION PROCEDURE: An employee may submit an application for a promotional position(s) at any time; and, if no position is open, he/she may indicate the type and kind of position desired.
- B. NOTICE SPECIFICATIONS: The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Union has been notified in advance of such changes and the reasons therefor, provided such shall not be unreasonable. When qualifications are changed, they shall be set forth in a written job description which shall include a date.
- C. PROMOTION PROCEDURE:
 1. All qualified employees shall be given opportunity to make application and no position shall be permanently filled until all properly submitted applications on file have been duly considered.
 2. Promotion to a position with direct supervisory/administrative responsibility for employees shall be on the basis of the most qualified applicant as determined by the Administration/Board. Employees from within the bargaining unit may make application for a vacancy in such positions and will be granted an interview upon such application. If

the employee is not selected to fill the position, he/she will upon request be granted a conference with the Superintendent to discuss the reasons he/she was not selected for the position and provided with such reasons. It is recognized that hiring of supervisory/administrative positions is the sole decision of management and that such decision is not subject to the grievance procedure.

3. Qualification for promotion shall mean experience in the area or position and competence as reflected in the latest evaluation of the employee and his/her education, training and experience as appropriate.

11.12 TEMPORARY ASSIGNMENT

Nothing in this Article prevents the Board of Education from hiring a temporary employee to fill a vacant position prior to the permanent replacement of the position.

ARTICLE XII **COMPENSATION AND BENEFITS**

12.1 SALARY SCHEDULES

The salary schedules shall be attached as Appendix A

12.2 INSURANCE /MEDICAL

The Board will contribute up to \$795.00 per month toward individual health insurance premium and contribute \$30.00 per month toward family premium of the District's group hospitalization and medical insurance policy for each full-time, nine (9), ten (10), ten and one-half (10.5) and twelve (12) month employee in the bargaining unit currently receiving the benefit (Appendix B). The parties agree that those employees who are currently eligible for such coverage, but who would not otherwise be eligible under the first sentence of this paragraph, shall continue to be eligible for such coverage for the duration of this Agreement. Carrier will be selected by the Board of Education after discussion with the Union; however, coverage remains the same unless mutually agreed upon. Upon retirement, employees may remain in the group until age 65 by paying the appropriate premiums, subject to the enrollment requirements of the insurance carrier. Employees currently not receiving the health insurance benefit may participate in the group insurance by paying the appropriate premiums, subject to enrollment requirements of the insurance carrier. (e.g. must work twenty (20) hours per week)

12.3 LIFE INSURANCE

The Board of Education will contribute \$25.00 per month for group life insurance premium for any full-time nine (9), ten (10), and twelve (12) month employee not participating in group medical insurance program. The parties agree that those employees who are currently eligible for such coverage, but who would not otherwise be eligible under the first sentence of this paragraph, shall continue to be eligible for such coverage for the duration of this Agreement.

12.4 SALARY REDUCTION/SECTION 125 PLAN

The Salary Reduction/Section 125 Plan maintained by the District shall be available to those employees who elect to participate in the Plan during any Plan year that the Plan is available.

12.5 OVERTIME/COMPENSATORY TIME

Overtime pay of one and one-half times the hourly rate will be paid for all hours worked over eight hours per day and all over forty hours per week for those custodian and maintenance employees who normally work an eight hour day. Other employees who normally work an eight-hour day shall have the option of either being paid overtime pay or compensatory time and one-half for all hours worked over eight hours per day and all over forty hours per week. By mutual consent employees can work a four (4) day, ten (10) hour per day work schedule during the summer without overtime pay unless over forty (40) hours per week. All other employees shall receive overtime pay for all hours worked over forty hours per week. Additional time not qualifying for overtime will be compensated on the basis of regular pay rate or compensatory time of equal hours or minutes, at the employee's option. Earned compensatory time may be taken by the employee at a time mutually agreed upon between the employee and the immediate supervisor. Double time the hourly rate will be paid for all hours worked on Sundays and Holidays. No employee shall be assigned overtime work except in case of an emergency. Emergency overtime shall be determined by the immediate supervisor after conferring with the Superintendent and a mutual agreement is reached that the situation involved is an emergency. When an emergency call out is made, one and one-half (1-1/2) time will be paid for not less than (1) hour and in cases of over one (1) hour, one and one-half (1 1/2) time will be paid for actual time spent. Call-out time is work time not connected to a scheduled work shift with the following exception:

- a. If an employee is not given notice the prior day of extended work prior to the scheduled work shift.

In cases of overtime necessitated because of employee illness, overtime will not exceed five (5) hours per day and will not exceed two(2) days. All overtime assignments will be rotated within each job category on the basis of seniority to enable all employees an opportunity for an equal amount of overtime.

12.6 PAY DIFFERENTIAL

A pay differential of \$50.00 per month will be paid to all custodial employees assigned to the second (night) shift as their regular tour of duty.

12.7 RELIEF TIME AND OVERTIME

Employees working overtime will be entitled to an additional fifteen (15) minute paid relief time for every four (4) hours worked.

12.8 TRAVEL

The following rules shall govern travel expenses of employees while attending authorized conferences or other activities whose purpose is related to instructional or related operational improvement in the District.

1. Arrangements for attendance must be approved in advance, in writing, by the Superintendent.
2. A minimum of twenty-five (\$25.00) dollars per day for meals shall be allowed, although this figure shall not include any banquet tickets involved.
3. Receipts for transportation and housing, when paid by participant himself, must be submitted with a final itemized report on forms provided by the Board.
4. The transportation used shall be the most convenient mode available, taking into consideration the time and travel involved.
5. Travel by one's own transportation shall be reimbursed at the allowable rate set by the Internal Revenue Service taking into consideration the total distance to and from the place of meeting.
6. When public transportation is used, the basis of cost used shall be that which is least expensive.
7. Employee expenses for travel within the District when it is a condition of employment will be reimbursed at the rate of \$20.00 per month for those traveling less than ten (10) miles per week and \$25.00 per month for those traveling ten (10) or more miles per week, provided that these amounts are not less than the mileage reimbursement rate specified in #5 above. In the event that such amounts are less than the mileage reimbursement rate, the employee shall be entitled to the mileage reimbursement rate rather than the flat dollar per month reimbursement rate.

12.9 WORKER'S COMPENSATION

Compensation for injury shall be in accordance with the Illinois Worker's Compensation Act and the Illinois Municipal Retirement Act.

12.10 PAY DAYS - SCHOOL NOT IN SESSION

If a regular pay date falls on a day when the schools are not open for business, then the employee shall receive pay on the last week/work day preceding the scheduled pay date. During the shutdown period of any job category, the checks shall be mailed to the designated address of the employee, and mailed the day before the pay date.

12.11 SALARY SCHEDULE CREDIT

If a twelve-month Support employee begins working in the District on or after January 1, credit shall not count on the schedule. If a school year or ten-month Support employee begins working in the District on or after the first day of the second semester, credit shall not count on the schedule. This provision shall apply only to those employees hired

after January 1, 1998.

ARTICLE XIII
EFFECT OF AGREEMENT

13.1 SAVINGS CLAUSE

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

13.2 COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The term and conditions may be modified only through the written and mutual consent of the parties. In addition, the parties acknowledge that during the negotiations that resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or the specific agreement of the parties and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

13.3 NO STRIKE PROVISION

During the term of this Agreement, the Union agrees not to engage in any strike against the Board.

13.4 INDIVIDUAL CONTRACTS

Any individual contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

13.5 CONTRACT VS. BOARD POLICY

This Agreement shall supersede and have precedence over any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.

13.6 EMPLOYER RIGHTS

Within the meaning of the IELRA, the Board shall not be required to bargain over matter of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

ARTICLE XIV

FAIR SHARE

14.1 FAIR SHARE

A. Effective with the start of the 1994-95 school year and continuing each year thereafter, each Bargaining Unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Union or pay fair share fee to the Union not to exceed the amount of dues uniformly required of members of the Union, including local, state and national dues.

B. In the event that the Bargaining Unit member does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, The Board shall deduct the fair share fee from the wages of the non-member.

C. Such fee shall be paid to the Union by the Board no later than ten (10) days following deduction.

D. In the event of any legal action against the Employer brought in court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel provided:

1. The Employer gives immediate notice of such action in writing to the Union intervention as a party if it so desires; and,
2. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

E. The Union agrees that in any action so defended it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Employer's compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board's imperfect execution of the obligations imposed upon it by this Article.

F. The obligation to pay fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board

ARTICLE XV
DURATION OF AGREEMENT

15.1 EFFECTIVE DATE

This Agreement shall supersede all prior agreements and be in full force effective August 28, 2013 and shall continue in effect until August 28, 2016.

15.2 SIGNING DATE

This Agreement is signed this 26thth day of February, 2014.

In Witness thereof:

For East Alton Educational
Support Personnel Association

For the Board of Education
School District No. 13
East Alton, Illinois

Co-President

Superintendent

Co-President

Finance Director

APPENDIX A
SALARY SCHEDULE

CUSTODIAN

| <u>YEARS</u> | <u>FY14</u> | <u>FY15</u> | <u>FY16</u> |
|---------------------|--------------------|--------------------|--------------------|
| 1 | \$3,320.00 | \$3,320.00 | \$3,320.00 |
| 2 | \$3,353.20 | \$3,386.40 | \$3,419.60 |
| 3 | \$3,386.73 | \$3,420.26 | \$3,487.99 |
| 4 | \$3,420.26 | \$3,454.47 | \$3,522.87 |
| 5 | \$3,454.81 | \$3,489.01 | \$3,558.10 |
| 6 | \$3,489.35 | \$3,523.90 | \$3,593.68 |
| 7 | \$3,524.25 | \$3,559.14 | \$3,629.62 |
| 8 | \$3,559.49 | \$3,594.73 | \$3,665.91 |
| 9 | \$3,595.08 | \$3,630.68 | \$3,702.57 |
| 10 | \$3,631.04 | \$3,666.99 | \$3,739.60 |
| 11 | \$3,667.35 | \$3,703.66 | \$3,777.00 |
| 12 | \$3,704.02 | \$3,740.69 | \$3,814.77 |
| 13 | \$3,741.06 | \$3,778.10 | \$3,852.91 |
| 14 | \$3,778.47 | \$3,815.88 | \$3,891.44 |
| 15 | \$3,816.25 | \$3,854.04 | \$3,930.36 |

SECRETARY

| <u>YEARS</u> | <u>FY14</u> | <u>FY15</u> | <u>FY16</u> |
|---------------------|--------------------|--------------------|--------------------|
| 1 | \$3,289.00 | \$3,289.00 | \$3,289.00 |
| 2 | \$3,321.89 | \$3,354.78 | \$3,387.67 |
| 3 | \$3,355.11 | \$3,388.33 | \$3,455.42 |
| 4 | \$3,388.66 | \$3,422.21 | \$3,489.98 |
| 5 | \$3,422.55 | \$3,456.43 | \$3,524.88 |
| 6 | \$3,456.77 | \$3,491.00 | \$3,560.13 |
| 7 | \$3,491.34 | \$3,525.91 | \$3,595.73 |
| 8 | \$3,526.25 | \$3,561.17 | \$3,631.68 |
| 9 | \$3,561.52 | \$3,596.78 | \$3,668.00 |
| 10 | \$3,597.13 | \$3,632.75 | \$3,704.68 |
| 11 | \$3,633.10 | \$3,669.07 | \$3,741.73 |
| 12 | \$3,669.43 | \$3,705.76 | \$3,779.15 |
| 13 | \$3,706.13 | \$3,742.82 | \$3,816.94 |
| 14 | \$3,743.19 | \$3,780.25 | \$3,855.11 |
| 15 | \$3,780.62 | \$3,818.05 | \$3,893.66 |

TEACHER ASSISTANT-PARA

| <u>YEARS</u> | <u>FY14</u> | <u>FY15</u> | <u>FY16</u> |
|---------------------|--------------------|--------------------|--------------------|
| 1 | \$15.62 | \$15.62 | \$15.62 |
| 2 | \$15.78 | \$15.93 | \$16.09 |
| 3 | \$15.93 | \$16.09 | \$16.41 |
| 4 | \$16.09 | \$16.25 | \$16.57 |
| 5 | \$16.25 | \$16.42 | \$16.74 |
| 6 | \$16.42 | \$16.58 | \$16.91 |
| 7 | \$16.58 | \$16.75 | \$17.08 |
| 8 | \$16.75 | \$16.91 | \$17.25 |
| 9 | \$16.91 | \$17.08 | \$17.42 |
| 10 | \$17.08 | \$17.25 | \$17.59 |
| 11 | \$17.25 | \$17.43 | \$17.77 |
| 12 | \$17.43 | \$17.60 | \$17.95 |
| 13 | \$17.60 | \$17.78 | \$18.13 |
| 14 | \$17.78 | \$17.95 | \$18.31 |
| 15 | \$17.95 | \$18.13 | \$18.49 |

TEACHER ASSISTANT-60 HOURS

| <u>YEARS</u> | <u>FY14</u> | <u>FY15</u> | <u>FY16</u> |
|---------------------|--------------------|--------------------|--------------------|
| 1 | \$15.78 | \$15.78 | \$15.78 |
| 2 | \$15.93 | \$16.09 | \$16.25 |
| 3 | \$16.09 | \$16.25 | \$16.57 |
| 4 | \$16.25 | \$16.42 | \$16.74 |
| 5 | \$16.42 | \$16.58 | \$16.91 |
| 6 | \$16.58 | \$16.75 | \$17.08 |
| 7 | \$16.75 | \$16.91 | \$17.25 |
| 8 | \$16.91 | \$17.08 | \$17.42 |
| 9 | \$17.08 | \$17.25 | \$17.59 |
| 10 | \$17.25 | \$17.43 | \$17.77 |
| 11 | \$17.43 | \$17.60 | \$17.95 |
| 12 | \$17.60 | \$17.78 | \$18.13 |
| 13 | \$17.78 | \$17.95 | \$18.31 |
| 14 | \$17.95 | \$18.13 | \$18.49 |
| 15 | \$18.13 | \$18.31 | \$18.68 |

TEACHER ASSISTANT-90 HOURS

| <u>YEARS</u> | <u>FY14</u> | <u>FY15</u> | <u>FY16</u> |
|---------------------|--------------------|--------------------|--------------------|
| 1 | \$15.93 | \$15.93 | \$15.93 |
| 2 | \$16.09 | \$16.25 | \$16.41 |
| 3 | \$16.25 | \$16.42 | \$16.74 |
| 4 | \$16.42 | \$16.58 | \$16.91 |
| 5 | \$16.58 | \$16.75 | \$17.08 |
| 6 | \$16.75 | \$16.91 | \$17.25 |
| 7 | \$16.91 | \$17.08 | \$17.42 |
| 8 | \$17.08 | \$17.25 | \$17.59 |
| 9 | \$17.25 | \$17.43 | \$17.77 |
| 10 | \$17.43 | \$17.60 | \$17.95 |
| 11 | \$17.60 | \$17.78 | \$18.13 |
| 12 | \$17.78 | \$17.95 | \$18.31 |
| 13 | \$17.95 | \$18.13 | \$18.49 |
| 14 | \$18.13 | \$18.31 | \$18.68 |
| 15 | \$18.32 | \$18.50 | \$18.86 |

TEACHER ASSISTANT-120 HOURS

| <u>YEARS</u> | <u>FY14</u> | <u>FY15</u> | <u>FY16</u> |
|---------------------|--------------------|--------------------|--------------------|
| 1 | \$16.09 | \$16.09 | \$16.09 |
| 2 | \$16.25 | \$16.42 | \$16.58 |
| 3 | \$16.42 | \$16.58 | \$16.91 |
| 4 | \$16.58 | \$16.75 | \$17.08 |
| 5 | \$16.75 | \$16.91 | \$17.25 |
| 6 | \$16.91 | \$17.08 | \$17.42 |
| 7 | \$17.08 | \$17.25 | \$17.59 |
| 8 | \$17.25 | \$17.43 | \$17.77 |
| 9 | \$17.43 | \$17.60 | \$17.95 |
| 10 | \$17.60 | \$17.78 | \$18.13 |
| 11 | \$17.78 | \$17.95 | \$18.31 |
| 12 | \$17.95 | \$18.13 | \$18.49 |
| 13 | \$18.13 | \$18.31 | \$18.68 |
| 14 | \$18.32 | \$18.50 | \$18.86 |
| 15 | \$18.50 | \$18.68 | \$19.05 |

| | <u>FY14</u> | <u>FY15</u> | <u>FY16</u> |
|----------------------------|-------------|-------------|-------------|
| <u>BUS DRIVER/COURIER</u> | \$19.02 | \$19.40 | \$19.98 |
| <u>MONITOR (ALL)</u> | \$14.98 | \$15.28 | \$15.74 |
| <u>PARENT EDUCATOR</u> | \$24.24 | \$24.72 | \$25.47 |
| <u>NON CERTIFIED NURSE</u> | \$25.78 | \$26.30 | \$27.08 |
| <u>MED TECH</u> | \$14.98 | \$15.28 | \$15.74 |
| <u>CARE PROVIDER</u> | \$11.66 | \$11.89 | \$12.25 |

| <u>CAFETERIA</u> | <u>FY14</u> | <u>FY15</u> | <u>FY16</u> |
|------------------|-------------|-------------|-------------|
| Manager | \$18.59 | \$18.97 | \$19.53 |
| Asst. Manager | \$17.19 | \$17.53 | \$18.06 |
| Cashier | \$14.98 | \$15.28 | \$15.74 |
| Helper | \$14.98 | \$15.28 | \$15.74 |

THE FOLLOWING POSITIONS ARE NOT CURRENTLY FILLED. SHOULD A POSITION BE FILLED, THE SALARY SHALL BE AS LISTED BELOW FOR THE DURATION OF THIS AGREEMENT:

| | |
|---------------|----------------------|
| MEDIA CLERK | \$3,289.00 PER MONTH |
| GROUNDSKEEPER | \$3,320.00 PER MONTH |
| MAINTENANCE | \$3,320.00 PER MONTH |

EMPLOYEES EMPLOYED AS OF JULY 17, 2013 WILL RECEIVE A 1% SALARY INCREASE FOR 2013-2014 SCHOOL TERM, A 2% SALARY INCREASE FOR 2014 -2015 SCHOOL TERM, AND A 3% SALARY INCREASE FOR 2014-2015 SCHOOL TERM. SAID EMPLOYEES WILL BE PLACED ON THE SALARY SCHEDULE, OR OFF THE SALARY SCHEDULE IF NECESSARY, TO REFLECT THE CORRESPONDING RAISES.

APPENDIX C Longevity

Additional annual compensation starting with the 1997-98 school year of \$625.00 for service in the district will be granted at the beginning of the 18th, 23rd, 28th, and 33rd consecutive years of service in the District for employees with a minimum six (6) hour work day

Appendix D Benefit Sheet

| | | | | | | | | | | |
|--------------------|---|---|---|---|---|---|---|---|---|---|
| Custodial | X | X | X | X | X | X | | X | X | X |
| Building Secretary | X | X | X | X | | | | X | X | X |
| Media Clerk | X | X | X | X | | | | X | X | X |
| Bus Driver | X | X | | X | | | X | X | X | X |
| Teacher's Asst. | X | X | | X | | | | X | X | X |
| Monitor | X | X | | X | | | | X | X | X |
| Food Service | X | X | X | X | X | | | X | X | X |
| Parent Educator | X | X | X | X | | | | X | X | X |
| Care Provider | X | X | | X | | | | X | X | X |
| District Nurse | X | X | X | X | | | | X | X | X |
| Medical Tech | X | | X | | | | | X | X | X |
| Bus Monitor | X | X | | X | | | X | X | X | X |
| ESP | X | X | | X | | | | X | X | X |

SICK LEAVE

LONGEVITY

HEALTH INSURANCE

PERSONAL DAY

UNIFORM

VACATION

PHYSICAL

SICK Buy

PAID HOLIDAY

FUNERAL LEAVE