

AGREEMENT

BOARD OF EDUCATION

AND

D200 CLASSIFIED EMPLOYEES ASSOCIATION

2017-2021

Community Unit School District 200

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AGREEMENT

Between

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT 200**

And

CLASSIFIED EMPLOYEES ASSOCIATION

ARTICLE I. RECOGNITION

The Board of Education of District 200, hereinafter referred to as the "Board," hereby recognizes the District 200 School Classified Employees Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "CEA" or the "Association," as the legally recognized, sole and exclusive negotiating agent for all full and part-time non-professional (classified) employees, including teaching assistants, hereinafter referred to as "employees," except the (1) Executive Secretaries to the Superintendent, the (2) Secretaries to the Assistant Superintendents and Executive Director of Technology, the (3) Secretary to the Director of Human Resources, the (4) Benefits Coordinator, the (5) Secretaries /Staff to the Assistant Superintendent for Administrative Services, the (6) Treasurer/Comptroller, the (7) Director of Payroll, the (8) Payroll Coordinator, the (9) Payroll Clerk, the (10) Secretary to the Assistant Business Manager, the (11) Secretary to the Director of Facilities, the (12) Head Custodians at the High Schools, the (13) Directors of the Before and After School Programs, the (14) BASP aides hired prior to 7/01/2006, the (15) PC Support Manager, the (16) Network Engineer, the (17) Systems Analysts, the (18) PC Technicians, the (19) Help Desk Coordinator, the (20) Network Analysts, the (21) Assistant Treasurer, the (22) Medication Nurses, (23) School District student employees, (24) Print Management Coordinator, any temporary employee (who is hired for a position which lasts for a period of time of four (4) months or less as a temporary replacement), and any employee whose regular work day is less than three (3) hours per day. The Board agrees not to negotiate or consult with any other employee organization, individual employee or group of employees as defined above, with regard to negotiable items and conditions of employment, unless otherwise provided for in this Agreement, unless mutually agreed to, in writing, by the parties during the term of this Agreement, or except as otherwise herein.

The terms and conditions of employment of any new position created with the potential for inclusion in this agreement shall be negotiated.

ARTICLE II. MANAGEMENT RIGHTS

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility and the right:

A. To maintain executive management and administrative control the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.

B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, and to promote and transfer all such employees.

C. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.

D. To determine work schedules, the hours of work, including the requirement of overtime assignments and the duties, responsibilities and assignments of employees with respect thereof.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board shall be limited by the specific express terms of this Agreement.

ARTICLE III. ASSOCIATION RIGHTS AND RESPONSIBILITIES

3.1 Use of Facilities

The Association shall have the right to reasonable use of District facilities, including meeting rooms, inter-school mail, fax, employee mailboxes, bulletin boards, and computers (for e-mail, Internet access, etc.) for the conduct of its business.

3.2 Fair Share

Each bargaining unit member on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall either join the Association, or shall pay a fair share fee to the Association according to the association's applicable policies, the Rules and Regulations of the Illinois Educational Labor Relations Board, and applicable law. The amount of said fee shall be annually certified by the Association to the Board's business office no later than October 15.

In the event that a bargaining unit member does not pay his/her fair share fee directly to the Association by October 15, the Board shall deduct the fair share fee from the wages of the non-member for the balance of the school year.

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

The Association shall indemnify, save and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this Article or in reliance upon any list or notice furnished pursuant to this Article.

The foregoing provisions shall not apply to members of the bargaining unit employed on or before June 30, 1992, who were at such time non-members of the Association, but shall apply to such members of the bargaining unit who voluntarily thereafter become members, and shall further apply to members of the bargaining unit employed on or before June 30, 1992, who were at such time members of the Association who thereafter withdrew such membership.

3.3 Board Policies & Administrative Regulations

An up-to-date copy of all Board policies and administrative regulations which affect terms and conditions of employment and work rules for employees covered by this Agreement shall be available to the employees on the District website.

3.4 Position Descriptions

Position descriptions providing minimum required skills and duties shall be developed by the District. Such descriptions shall be reviewed and updated when deemed necessary by the District. Such descriptions shall be made available to all employees.

3.5 Association Leaves

The Association will be granted twenty-two and a half (22 1/2) days of released time for the President of the Association or his/her designees to conduct business directly related to the operation of the Association. The Association shall have the right to send one (1) delegate per 100 Association members to the IEA and/or NEA Representative Assembly each year. The President shall give reasonable advance notice to the Superintendent, normally not less than two (2) weeks, of the need to use said Association leave days to attend Association meetings outside the District. The Association shall reimburse the District for the full cost of a substitute, if one is retained.

3.6 Labor-Management Committee

For purposes of maintaining communication and to allow for discussion of issues of mutual concern, the Board and the CEA shall form a Labor-Management Committee, which shall meet at mutually agreeable times and dates. Working in an unpaid, advisory capacity, the Committee shall consist of the Association President, three (3) members appointed by the Association President, the Assistant Superintendent or designee, and three members appointed by the Assistant Superintendent. The Committee will meet as needed, with the agenda set by the CEA President and the Assistant Superintendent or designee at least one week in advance of the scheduled meeting. Effective July 1, 2006, the responsibilities of the Re-classification committee will be transferred to the Labor Management Committee.

3.7 District Leadership Team

The Association President and a designee will serve as CEA representatives on the District Leadership Team (DLT).

3.8 District Insurance Committee

A joint Administration, CEA and WWEA committee shall be maintained to make recommendations to the Board regarding methods to improve present district insurance programs and to monitor all insurance issues as they occur, including changes in insurance carriers and third party administrators. The committee will be comprised of two (2) representatives of the CEA, three (3) representatives of the Administration, two (2) representatives of the exempt employees and five (5) representatives of the WWEA. Representatives from the IEA, the third party administrator (TPA), and/or the insurance broker may also serve in an advisory capacity.

3.9 Insurance Appeals Committee

A subset of the above mentioned Insurance Committee shall be maintained to hear and rule on appeals from employees who are in disagreement with an Explanation of Benefits (EOB) or denial of coverage by the third party administrator. This appeals committee will be comprised of two (2) representatives of the WWEA, one (1) representative of CEA, one representative of Administration and one (1) representative of exempt employees. A representative of the third party administrator (TPA) and the District Benefits Coordinator may serve in an advisory capacity.

3.10 Subcontracting

The Board guarantees that each member of the bargaining unit employed as of December 31, 1990, shall be guaranteed employment, except as provided in Article IV, Sections 4.3 and 4.5 (Termination for Just Cause; Reductions in Force). However, effective January 1, 1985, the Association acknowledges the right of the Board to subcontract bargaining unit positions with independent contractors, provided such subcontracting shall not divest such an employee as previously specified of an employment position.

In the event of such subcontracting:

- A. The Board agrees to meet with the Association to negotiate the necessity for, and the terms of, such subcontracting.
- B. Any subcontracting relationship shall not be interpreted to invest in the subcontractor (or its agent) the status of assignee of the rights of this Agreement or the status as a co-employer with the Board.

ARTICLE IV. EMPLOYEE RIGHTS AND RESPONSIBILITIES

4.1 Probationary Period

Any new ten (10) or twelve (12) month employee, shall be designated a "probationary" employee. The probationary period shall be six (6) consecutive months, including four (4) months with students in attendance except as otherwise provided herein. For purposes of computing probationary period, the months of June, July and August shall not be considered months with students in attendance. Absences of ten (10) or more consecutive workdays shall extend the probationary period by a like number of workdays. Having completed the probationary period, such an employee shall be considered a continuing employee.

A continuing employee may resign or may be terminated or laid-off in accordance with the provisions of this Agreement. A probationary employee may be discharged without recourse at any time prior to the end of the probationary period.

4.2 New Employee Orientation

All new employees will be required to attend a new employee orientation session not to exceed two (2) hours. Should the session be scheduled outside of the employee's regularly scheduled workday, additional compensation (hourly rate) will be provided.

4.3 Employee Evaluation

A. Schedule of Evaluations

Probationary employees shall be evaluated by his/her immediate supervisor at least one (1) time during the six (6) month probationary period.

First two years of employment – annually

After first two years of employment – at least every other year.

B. Evaluation Documents

- Version 1 –Teaching Assistants: Special Education, EL, Reading, Instructional, Job Coaches and 1:1 Nurses
- Version 2 – Teaching Assistants: LLC & Computer
- Version 3 – Health Aides and Flex Nurses
- Version 4 - Clerical (Includes all clerical positions.)
- Version 5 - Student Supervisors
- Version 6 – Facilities Services (Includes all building custodial & maintenance staff and district facilities services employees.)

C. Evaluation Process

Realizing that employee performance may change over a period of time and that the quality of service needs periodic review, the following procedures shall be followed for rating an employee's performance.

Written evaluations shall be completed by June 1 of each year.

Comments may be used to address additional job responsibilities not specifically outlined on the appropriate evaluation document.

The evaluation may make appropriate written suggestions for improvement for each employee. Employees will be given adequate time for job performance improvement.

Each evaluation shall conclude with the evaluator's general rating of the employee. The general rating shall be a selection among the following classifications.

Excellent/Level 4 Consistently performs assigned duties in a manner indicating exceptional understanding of essential functions. Results achieved are often better than expected.

Proficient/Level 3 Consistently performs assigned duties at an acceptable and expected level through demonstrated application of skills.

Needs Improvement/Level 2 Performance in one or more areas does not meet the proficiency expectations. Improvement is required in order to consistently meet expectations of the position.

Unsatisfactory/Level 1 Even under close direction, performance does not indicate the ability and/or willingness to produce required results.

Comments or evidence must be provided on the written evaluation for any rating of Levels 2 (Needs Improvement) or Level 1 (Unsatisfactory).

The written evaluation will be discussed by the evaluator and employee at a meeting set for that specific purpose. Both parties shall sign the evaluation report. The signature of the employee indicates that the conference was held and a copy of the written evaluation was provided, and not construed as the employee agreeing with the evaluation.

An employee may respond to the formal written evaluation, in writing within fourteen (14) days of receiving the evaluation. Such response shall be attached to the evaluation and placed in the personnel file.

Unsatisfactory Evaluations

- An overall rating of "Needs Improvement" shall commence a Professional Development Plan (PDP).
- Following the successful completion of a PDP, the employee will receive another evaluation within three (3) months of the completion of the PDP.
- A **continuing** employee, who does not successfully complete a PDP, will receive a rating of Unsatisfactory and will be subject to termination. The PDP will serve to meet the requirements of due process outlined in Section 4.7 of the Collective Bargaining Agreement.
- A **continuing** employee receiving a rating of "Unsatisfactory" will be subject to discharge proceedings outlined in Section 4.7 of the Collective Bargaining Agreement.
- **A probationary employee receiving a rating of "Unsatisfactory" shall be subject to immediate discharge.**

[REFER TO CLASSIFIED EVALUATION HANDBOOK]

4.4 Work Schedule

The normal, full-time workday is as listed in Appendix A. The regular full-time work week shall be defined as consisting of not more than five (5) consecutive days per week during the period of Monday through Saturday consisting of not more than thirty-seven and one-half (37-1/2) hours per week for all employees except custodians or maintenance employees, whose full-time work week shall consist of not more than forty (40) hours, all as scheduled by the appropriate supervisor. The Monday through Saturday workweek may not apply to security personnel, craft or maintenance employees who may be required to work Saturday and/or Sunday as part of the regular workweek. Custodians may be required to work Sundays as part of the regular workweek during periods in which the District is engaged in special projects. The Board or its designees shall confer with the Association concerning the need for Sunday custodian work prior to scheduling such work. All employees may be required to work Sundays as part of the regular workweek in cases of emergency. Except in extreme emergencies, second or third shift employees will not be required to work the regular day shift following a regular night shift.

During emergency situations every attempt will be made to allow an employee eight (8) hours between their regular and call in shifts.

4.5 Breaks

Employees working a minimum of four (4) hours per day shall have one (1) fifteen (15) minute break. Employees working six and one-half (6-1/2) hours or more per day shall have two (2) fifteen (15) minute breaks and a duty free meal break of not less than thirty (30) minutes, which meal break shall not be part of the regularly scheduled workday. All breaks will be scheduled by the employer's immediate supervisor. Except in cases of emergency, breaks will not be scheduled the first or last hour of the employee's workday.

4.6 Right to Representation

An employee required to appear at any meeting which could result in disciplinary action taken against the employee may elect to have a representative of the Association attend such meeting. When a meeting is called which is likely to result in either termination, suspension, pay docking, demotion or transfer for cause the employer shall provide a minimum of twenty-four (24) hours written notice to employee and the CEA unless extraordinary circumstances require immediate action or alternative notification.

4.7 Employee Termination

No continuing employee may be dismissed or otherwise disciplined except for just cause. Prior to the dismissal of a continuing employee for unsatisfactory job performance, due process shall be afforded the employee. Due process shall include a conference with a building supervisor and/or Assistant Superintendent and issuance of a written warning that specifically identifies the behavior(s) which, if not remediated, could result in termination. A reasonable period of time shall be provided for the implementation of a Professional Development Plan except in cases that constitute summary grounds for dismissal without remediation.

4.8 Employee Resignation

An employee may resign by giving notice to his/her supervisor two (2) weeks before the effective date of the resignation. All termination procedures must be completed prior to the issuance of the final paycheck.

4.9 Personnel File

Each employee shall have the right, upon request in writing, to review the contents of her/his personnel file and to place therein written reactions to any of its contents. The employee shall also be notified in writing of any item to be placed within the personnel file and shall have those rights as permitted by law with regard to the contents, additions and deletions from the file.

4.10 Employee Training and Development

Required employee training sessions shall, whenever possible, be conducted during regular work hours. The employee shall be compensated for any necessary expenses the employee is required to incur by the Board. Employees required to attend training sessions outside of the regular work hours may elect compensation at the rate of time and one-half for hours spent beyond regular work hours, or alternatively, may elect released or compensatory time off, provide such time off is arranged with the approval of the employee(s') immediate supervisor, as provided in Section 8.7 of this Agreement.

The Association acknowledges on behalf of members of the bargaining unit that employee attendance at training sessions required by law is a mandatory term and condition of employment. Failure to attend such required training may result in employee discipline, which may include termination. The Association shall have two (2) representatives selected by the Association President serving on the Professional Growth Committee

4.11 Dispensation of Medication and First Aid

Any policy or policies on the dispensation of medication and/or first aid shall be made known to all employees.

4.12 Uniforms

The Board may require appropriate standards of dress and identification for employees. In such cases, the Board shall provide appropriate numbers and types of such dress and identification, which shall be cared for by the employees but shall remain the property of the Board. The Board shall consider suggestions from employees regarding the appropriate types of uniforms.

4.13 Health and Safety/Protective Clothing

The Board shall follow all applicable and lawful rules and regulations concerning the safety of the workplace.

If requested by the employee, a smock shall be furnished to employees working with duplicating equipment provided, however, that a smock will not be provided to those employees who are furnished with work uniforms.

Employees scheduled to work with caustic materials (as defined by OSHA) should request protective clothing and other gear (eye protection, etc.) from their immediate supervisor.

Hepatitis B vaccinations shall be available to employees who are at risk of occupational exposure (as defined by Board policy). The cost of such vaccinations shall be borne by the District.

4.14 Emergency School Closing

In the event that the Superintendent or designee determines that it is necessary to close schools due to an emergency, Board Policy No. 4:170-R4 will be followed. Note: Emergency school closing is not subject to collective bargaining and is only presented here for reference.

Administrative Procedure – Emergency Closing - Classified Attendance

The superintendent has the authority to determine when the well-being of students dictates that school should be officially closed due to inclement weather or other causes.

Employees will be informed early in each school year of the procedures that will be used to inform them of emergency closings.

On days when an emergency requires the official closing of school, classified employees are expected to report to work as indicated below:

- All twelve-month and hourly custodians, head custodians and maintenance employees;
- All twelve-month secretaries and other 12-month classified employees;
- All 10-month secretaries (this includes all 190-day, 205 –day, and 210-day secretaries) in the elementary schools, middle school and high school;
- All exempt employees, except those working in Before and After School Programs
- The District office receptionist/switchboard operator.

As this is considered a regularly scheduled day of work for which the employee is already paid, employees who report to work on emergency days will receive no additional compensation or compensatory time off.

Teaching assistants are not expected to work on emergency days when school is closed.

The Superintendent may, based on the need of the District, designate additional positions whose incumbents would be required to report. In addition, the Superintendent may determine that conditions are so severe that travel to and from work endangers the health and safety of employees and that the employees identified above should not report to work. In such an instance, no modification in normal earning will be made for time missed.

For all hourly employees not required to report including secretaries, teaching assistants, health aides, food service and other employees who work only when students are in attendance, pay will reflect only hours worked. Because all days missed due to an emergency closing will be made up, no employee will suffer a loss of gross pay for the year.

Each person affected by these guidelines will be expected to make personal decisions relative to reporting to their District assignments based on their own capabilities to overcome the hazards created by the weather conditions. In many cases, this will mean arriving or departing on an adjusted schedule that will accommodate the District's needs as well as the individual's well-being. Those employees who are required to report to work on emergency days but do not report to work must indicate their absence as a vacation day or personal day.

When school is dismissed early, it is expected that all custodians will remain for their regular day unless released earlier by the Superintendent or designee. In case of such early release, no modification in normal earnings will be made for time missed.

When school is dismissed early, it is expected that second shift custodians will report to the building unless notified to the contrary by the Superintendent or designee. Full-time custodians not

required to report due to the cancellation of the second shift will experience no modification in normal earnings for the time missed. For hourly custodians not required to report due to cancellation of the second shift, pay will reflect only hours worked.

When school is dismissed early, all other classified employees who have already reported for work such as teaching assistants, food service, crossing guards, lunchroom supervisors and other employees who work only when student are in attendance will be expected to remain at the school until their duties are completed or they are released by the Principal. No modification in earning will be made for such employees for time missed due to such early release.

4.15 Posting of Vacancies

The administration shall post notice of all vacancies in bargaining unit positions or promotional positions as they become available on the District's website. No position shall be filled, except on an emergency or temporary basis, for a minimum of five (5) workdays following the posting. During the month of August, the five (5) day posting period shall be waived for teaching assistant positions.

4.16 Transfers, Promotions & Assignments

Each employee shall be subject to transfer (voluntary or involuntary), promotion, demotion, and/or reassignment. Absent just cause, demotions shall be without loss of pay and/or fringe benefits.

An employee requesting consideration for any posted position shall complete an internal online application through the District's website. Employees filing such a request(s) shall be interviewed for the posted position by the building principal or his/her designee, or the Assistant Superintendent if appropriate. Internal applicants who are not granted an interview or whose request for transfer/promotion is denied shall receive written reasons for such action.

When the Assistant Superintendent determines that the best interest of the School District require involuntary transfers, such transfers shall be made by considering length of service to the District, job skills, evaluations, education, retraining and similar factors. Involuntary transfers shall not be used for discipline without just cause.

ARTICLE V. REDUCTION IN FORCE (RIF)

5.1 Reduction in Force

A. Classifications Within Bargaining Unit - For purposes of this Agreement, each bargaining unit employee shall earn seniority rights within one of the following bargaining unit classifications:

- a) Custodians/Building Maintenance
- b) Maintenance(district-wide)/Head custodians
- c) Support Staff - Executive
- d) Support Staff - Administrative
- e) Support Staff - General
- f) Clerical Aides
- g) Health Aides
- h) Special Education Teaching Assistants and Job Coaches
- i) K-5 Instructional Teaching Assistants
- j) 6-12 Instructional Teaching Assistants

- k) K-12 Library Teaching Assistants
- l) K-12 Computer Teaching Assistants
- m) Student Supervisors
- n) BASP Assistants (Hired prior to 7/1/2006)
- o) 1:1/Flex Nurses

B. Seniority List

Annually, not later than February 1, the Administration shall prepare, maintain and post a seniority list. A copy of said list shall be provided to the Association. The method of calculation for the seniority list is as follows: **“Seniority”** as used in this Agreement means the length of an employee’s service in the employ of the Board, beginning with the first day on which duties are performed. For purposes of computing seniority, part-time service will be prorated. Seniority is lost upon resignation, dismissal for cause, or retirement. Seniority is retained, but does not accrue during lay-off or unpaid leave of absence, provided however, that employees who are not members of the bargaining unit upon execution of this Agreement shall retain seniority as defined herein and shall continue to accrue seniority until lost as provided herein.

Seniority is calculated using the hours per day worked. If an employee begins employment with the District, or is transferred to a different position, at any date after the first day of the year, the chart below is used. For employees scheduled to work less than full time within their category, hours per day are averaged over the week. No employee may earn more than one (1.00) year of seniority credit in a 12-month period. Ties in seniority shall be broken by lottery.

Seniority Calculation for Secretaries, Custodial and Maintenance Staff

Beginning Date	251 Days/Year Staff	Elementary and Middle School Secretarial Staff	High School Secretarial Staff
July 1 - July 15	1.00		
July 16 - Aug. 15	0.92	1.00	1.00
Aug. 16 - Sept. 15	0.84	0.92	0.92
Sept. 16 - Oct. 15	0.75	0.84	0.84
Oct. 16 - Nov. 15	0.66	0.75	0.75
Nov. 16 - Dec. 15	0.58	0.66	0.66
Dec. 16 - Jan. 15	0.50	0.58	0.58
Jan. 16 - Feb. 15	0.42	0.50	0.50
Feb. 16 - March 15	0.33	0.42	0.42
March 16 - April 15	0.25	0.33	0.33
April 16 - May 15	0.17	0.25	0.25
May 16 - June 15	0.08	0.17	0.17
June 16 - June 30	0.00	0.08	0.08

Calculation for all Clerical aides, Instructional/Special EdTeaching Assistants, 180 and 190 day Employees

Beginning Date	Fraction
July 1 - September 30	1.00
October 1 - October 31	0.90
November 1 - November 30	0.80
December 1 - December 31	0.70
January 1 - January 31	0.60
February 1 - February 28/29	0.50
March 1 - March 31	0.40
April 1 - April 30	0.30
May 1 - May 31	0.20
June 1 - June 30	0.10

C. Reduction Procedures

In the event that a bargaining unit member(s) is/are removed or dismissed or the hours they work are reduced, as a result of a decision by the Board to decrease the number of bargaining unit employees or to discontinue a particular type of bargaining unit service, the employee in the impacted bargaining unit/seniority classification with the least seniority within the District shall be dismissed first.

Written notice shall be given to the employee(s) by registered mail at least thirty (30) days before the end of the school term, together with a statement of honorable dismissal and the reason therefore. The Human Resource Office will also enclose a letter of intent relative to available positions for the following year. Ties in seniority shall be broken by lottery.

Employees who have one year or less than one year of service are typically released (rfd) at the end of the school year.

For purposes of staff reduction, only:

In the event the Board eliminates all Library Teaching Assistants, affected Library Teaching Assistants shall have seniority rights within the relevant and parallel (i.e., K-5 or 6-12) category of Instructional Teaching Assistants.

In the event the Board eliminates all Computer Teaching Assistants, affected computer Teaching Assistants shall have seniority rights within the relevant and parallel (i.e., K-5 or 6-12) category of Instructional Teaching Assistants.

Head custodians and district wide maintenance employees whose positions are eliminated shall have seniority rights within the custodian/building maintenance category.

D. Recall Rights

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the position thereby becoming available within the specific classifications (as defined above) shall be tendered to the employee(s) so removed or dismissed from that classification, so far as they are qualified to hold such positions.

Notification of recall to the employee shall be by either the employee's home e-mail or home phone as provided in the letter of intent. Failure of the employee to accept the available recall

position within five (5) calendar days from receipt of the e-mail or phone call shall extinguish all recall, seniority and employment rights of said employee. Employees may provide a completed letter of intent for recall prior to the final day of employment and thereby comply with the five (5) day acceptance requirement noted above.

ARTICLE VI. GRIEVANCE PROCEDURE

6.1 The Board acknowledges the right of the Association to assist a grievant at any level of the grievance procedure, and the Association acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. Failure of any grievant or the association to act on a grievance within the prescribed time limits will act as a bar to any further appeal, and the Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent.

6.2 A grievance involving the act of any Administrator above the building level shall initially be filed at Step 2 of the grievance procedure after the grievant first has consulted with the building level Administrator involved.

6.3 The steps shall be as follows:

Step 1: If the grievance cannot be resolved informally, the grievant shall present the grievance in writing to the immediate supervisor involved no later than twenty (20) business days after the occurrence of the claim or complaint. The supervisor will arrange for a meeting to take place within five (5) business days after receipt of the grievance.

An Association representative, the aggrieved party and the immediately involved supervisor, and any person whose assistance he/she requests, shall be present for the meeting. The supervisor will then, within five (5) business days after the meeting, provide the aggrieved party, the Association, and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

Step 2: If the grievant is not satisfied with the disposition of the grievance at Step 1, or if Step 1 time limits expire without the issuance of the supervisor's memorandum, the grievant of the Association may within ten (10) business days refer the grievance to the Superintendent.

The Superintendent shall within ten (10) business days conduct a meeting with the same parties being present as may be present in Step 1. Upon the conclusion of the hearing of the grievance, the Superintendent shall have ten (10) business days in which to provide his/her written decision to the grievant and the Association.

Step 3: If the grievance is not resolved satisfactorily at Step 2, there shall be available a third step of impartial, binding arbitration. The Association may submit, in writing, a request to the Superintendent within ten (10) business days from receipt of the Step 2 answer to proceed to Step 3. The arbitrator shall be selected from the American Arbitration Association in accordance with their Voluntary Labor Rules.

Neither party to the grievance will be permitted to assert grounds not previously asserted before the Superintendent. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement, nor to make any award void or prohibited by law, statutory or decisional.

The cost of the arbitrator shall be borne equally between the aggrieved party and the Board. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his or her interpretation of the meaning or application of the express, relevant language of the Agreement.

A business day is defined as a day on which the School Service Center is open for business.

6.4 Should the investigation of any grievance require, in the judgment of the Superintendent, that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits for a period of time, determined by the Superintendent, necessary to complete said investigation.

Association agrees to hold harmless the Board for any claim, damages, or legal actions initiated pursuant to this Section.

6.5 The Board agrees not to take any reprisal against any person for his/her participation in the grievance process. The Association agrees to take no reprisals against any person because of his or her participation or refusal to participate in the grievance process.

ARTICLE VII. LEAVES

7.1 Sick Leave

All full-time employees and part-time employees, who work a minimum of 15 hours per week, are entitled to sick leave earned at the rate of 13 days per year (prorated for part-time employees), cumulative to 240 days (the current IMRF maximum accumulation). *Instructional and special education teaching assistants assigned to Jefferson Preschool, working a minimum of twenty-six (26) hours per week, will be considered full-time, or half-time if they work a minimum of thirteen (13) hours per week* sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household.

For purposes of this section, the term "immediate family" shall mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Sick leave shall be reported and charged in full or half day increments. If an employee's absence on a particular day is for a period of time equal to no more than one-half (1/2) of the scheduled hours of work, excluding any meal break, for that day, he/she shall be charged for one-half (1/2) day of leave. Any absence which exceeds one-half (1/2) of that day's scheduled hours of work shall be charged as a full-day of leave.

Any employee who is absent for three (3) or more consecutive days due to illness may be required to submit to the Administration a statement from his/her physician certifying he/she is able to return to work.

7.2 Personal Leave

All full-time employees and part-time employees, who work a minimum of 15 hours per week, are entitled to two (2) personal days per year (prorated for part-time employees). *Instructional and special education teaching assistants assigned to Jefferson Preschool, working a minimum of twenty-six (26) hours per week, will be considered full-time, or half-time if they work a minimum of thirteen (13) hours per week*. Unused personal days shall accumulate as sick days.

Personal leave shall be reported and charged in full or half day increments. If an employee's absence on a particular day is for a period of time equal to no more than one-half (1/2) of the scheduled hours of work, excluding any meal break, for that day, he/she shall be charged for one-half (1/2) day of leave. Any absence which exceeds one-half (1/2) of that day's scheduled hours of work shall be charged as a full day of leave. Written applications for personal leave shall be made to the immediate supervisor on a copy of the form attached as Appendix C at least 48 hours prior to such leave.

Days before or following a holiday or recess period, during the first ten (10) or the last ten (10) days of the school term, or emergencies that do not allow for 48-hour notice are considered extraordinary personal leave. Consideration shall be given for such reasons as court summons, funerals, weddings, or college graduation in the immediate family, or other compelling absences not due to illness over which the employee has little or no control. For purposes of this section, the term "immediate family" shall mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

7.3 Religious Holidays

Two (2) additional personal leave days shall be granted to those employees taking part in religious observances on recognized religious holidays of their faith, not otherwise scheduled as school holidays. Such days shall not accumulate from year to year not convert to accumulated sick leave.

7.4 Sick Leave Bank

The Association, in cooperation with the Board of Education, shall establish a Sick Leave Bank on a voluntary basis for employees. The Association shall administer and establish rules for the implementation of the Sick Leave Bank. (Appendix B)

7.5 Jury Duty

An employee shall experience no loss in salary because of jury duty. The employee is responsible to 1) notify supervisor of absence and 2) submit to the District per diem pay received for such jury duty (excluding travel and expense reimbursement).

7.6 Leave of Absence Without Pay

Special leaves of absence without pay for up to one year may be approved and granted at the discretion of the Board. Any such leaves granted are of no precedential force or effect. If such leave is granted, the employee shall be allowed to continue participation in District insurance programs by paying the full cost of the premiums at the group rate, unless all or part of the leave is taken as Family and Medical leave pursuant to Article VII, Section 7.7 and the following paragraph of this Section, in which case the Board shall maintain medical care coverage at Board expense for the duration of the twelve (12) week family and medical leave period at the same level and under the same conditions that existed at the time of the commencement of this leave. Thereafter, with the approval of the insurance carrier, medical coverage may be continued at the expense of the eligible employee.

To the extent that an employee's temporary illness or disability under this Section also qualified as a "serious health condition" under the Family and Medical Leave Act and to the extent that the employee is an "eligible employee" as defined in Article VII, Section 7.8 of this Agreement, the first

twelve (12) weeks of an employee's leave under this Section shall also be construed as medical leave under the Family and Medical Leave provisions of Article VII, Section 7.8 of this Agreement.

Employees may also be granted a leave for the purposes of student teaching/internship. All requests for leaves of absence must be submitted in writing to the Assistant Superintendent of Human Resources.

Employees who hold a current teaching certificate may also be granted a leave to cover an in-district long-term substitute assignment.

7.7 Parental Leave

Parental leave without pay for a period of time not to exceed one year shall be granted to employees with no less than two years of continuous service in the District. A request for such leave shall be presented in writing no less than sixty (60) days prior to the commencement of such leave, stating the commencement and termination of such leave.

Such leave shall not entitle the employee to accumulate benefits while on leave, however, an employee returning from parental leave shall retain prior earned seniority and accrued benefits, and the salary level held at the time of the leave. Failure of an employee to deliver to the Assistant Superintendent a written declaration of the leave shall be constructively determined to be a resignation.

Reinstatement shall be a position equivalent to that held prior to such leave provided, however, that a leave shall not exempt an employee from a reduction in force. If such leave is granted, the employee shall be allowed to continue participation in District insurance programs by paying the full cost of the premiums at the group rate, unless all or part of the leave is taken as Family and Medical Leave pursuant to Article VII, Section 7.7 and the following paragraph of this Section, in which case the Board shall maintain medical care coverage at Board expense for the duration of the twelve (12) week family and medical leave period at the same level and under the same conditions that existed at the time of the commencement of this leave. Thereafter, with the approval of the insurance carrier, medical coverage may be continued at the expense of the eligible employee.

To the extent that an employee's temporary illness or disability under this Section also qualified as a "serious health condition" under the Family and Medical Leave Act and to the extent that the employee is an "eligible employee" as defined in Article VII, Section 7.7 of this Agreement, the first twelve (12) weeks of an employee's leave under this Section shall also be construed as medical leave under the Family and Medical leave provisions of Article VII, Section 7.7 of this Agreement.

7.8 Family and Medical Leave Act (FMLA)

A. Definition - As used in this section:

1. "Eligible employee" means an employee who has been employed in a full-time capacity with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve months which precede the period of the requested leave.
2. The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.

3. The term "equivalent position" shall mean any position for which an eligible employee is legally qualified with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior to being granted a leave under this section.

4. Other terms shall be defined as defined in the *Family and Medical Leave Act* (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

B. Leaves

1. Eligible employees shall be granted a total of twelve (12) workweeks of unpaid leave (subject to the requirements of Section 2 b) of this Article during any 12 month period (as defined in subsection b herein) for one or more of the following reasons:

- a. the birth of a child and to care for such child;
- b. the adoption of a child or the placement of a foster child and to care for such child;
- c. to care for a spouse, son, daughter, or parent who has a serious health Condition; and
- d. a serious health condition that makes the employee unable to perform his/her job functions.

2. For purposes of this leave section, a 12-month period shall be defined as the 12-month period measured forward from the date any eligible employee's first FMLA leave begins.

3. An eligible employee shall substitute accrued paid sick leave and personal leave days for unpaid leave days taken under Sections of this Article.

4. An eligible employee shall not be required to take leave under this Section but may, instead, elect to take leave under other provisions of Article VII for a reason that would also qualify as FMLA leave.

C. Notification

In any case in which the necessity of leave under subparagraphs 2(a)(1) or (2) is based upon an expected birth or placement, the eligible employee shall provide the Superintendent at least thirty (30) calendar day notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph. Where, due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early notice as practicable.

In any case in which the necessity for leave under subparagraphs 2(a)(3) or (4) is based upon illness or a serious health condition, the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible employee shall provide the Superintendent with not less than thirty (30) day notice before the date the leave is to begin, of the employee's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as early notice as practicable. An eligible employee requesting leave under subparagraphs 2(a)(3) or (4) shall, concurrently with the required notification, provide written certification from a health care provider of the reasons for the employee's request for family and medical leave.

D. End of Academic Term

If an eligible employee begins leave:

1. more than five (5) weeks prior to the end of an academic term for a purpose other than employee's own serious health condition, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks duration and the return to employment would occur within three (3) weeks of the end of the academic term; or
2. less than five (5) weeks prior to the end of an academic term for a purpose other than the employee's own serious health condition, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks duration and the return to employment would occur within two (2) weeks of the end of the academic term; or
3. less than three (3) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if it is greater than five (5) working days.

E. Repealer

In the event the *Family and Medical Leave Act* is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.

7.9 Military Leave

An employee who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty as a result of an order of the President of the United States, shall for each pay period continue to receive the same regular compensation that he/she receives or was receiving as an employee of the Board at the time he/she is or was so mobilized to active duty, plus any health insurance and other benefits he/she is or was receiving or accruing at the time, minus the amount of his/her base pay for military service, for the duration of his/her active military service.

7.10 Worker's Compensation

An employee who is eligible to receive Illinois Worker's Compensation temporary disability benefits for a period of absence from employment may elect whether to take sick leave benefits or Worker's Compensation benefits during the period of disability. If the employee elects to take a paid sick leave during the period of disability, said employee shall submit to the Board the amount of Worker's Compensation benefits received. The employee shall be issued a normal paycheck from the Board with the deduction of one-third (1/3) sick day for each day absent.

If the employee elects to take Worker's Compensation benefits during the period of disability, the said employee shall not have any reduction of sick leave credit accrued. An employee who has exhausted his or her sick leave accumulation shall not receive a salary and shall not be required to submit to the Board any Worker's Compensation benefits that he or she receives.

An employee claiming a work-related injury may, in the case of immediate or necessary emergency treatment, is required within twenty-four (24) hours of the claim to submit to an

examination by a physician chosen by the Administration. This requirement may be waived by the Administration if the employee submits to an examination by the employee's own physician within the same twenty-four (24) hour period.

An employee claiming a work-related injury that does not require immediate or necessary emergency treatment may be required within five (5) days of the claim to submit to an examination by a physician chosen by the Administration. This requirement may be waived by the Administration if the employee submits to an examination by the employee's own physician with the same five (5) day period.

ARTICLE VIII. SALARY AND FRINGE BENEFITS

8.1 Compensation

- A. During the term of this Agreement, employees shall be paid in accordance with salary schedules found in Appendix C for the years July 1, 2017 through June 30, 2021.
- B. Annually, each employee will receive notification of his/her salary rate.
- C. Employees shall submit timesheets for hourly work within (90) ninety days of work completed.

8.2 Educator License With Stipulation and Licensed Teaching Certificated Assistants

Effective July 1, 2014 Instructional Teaching Assistants, Special Ed Teaching Assistants, Computer Teaching Assistants, LLC Teaching Assistants and Job Coaches (excluding HS AV Aides) who hold an Educator License with Stipulation or a valid teaching or substitute license will be paid the "Licensed Teaching Assistant" (LTA) rate.

The "Licensed Teaching Assistant" rate shall be effective upon receipt in the Human Resources Office of an Illinois State Education License with Stipulation or valid teaching or substitute license.

- If license is received by the Human Resources Office no later than August 1, the LTA rate will be reflected on the September 10, paycheck.
- For licensing **completed by** the **1st day of 1st semester**, license must be received by the Human Resources Office no later than November 1. The salary adjustment will be retroactive to beginning of the school year.
- For licensing **completed by** the **1st day of the 2nd semester**, license must be received by the Human Resources Office no later than April 1. The salary adjustment will be retroactive to the beginning of the 2nd semester.

8.3 Shift Differentials

Second shift employees (excluding night shift supervisors hired after June 30, 2001) shall be paid a differential which is reflected in the salary chart.

For purposes of payment of the following shift differentials, the term "second shift" shall refer to any regular work schedule that begins after 11:00 a.m.; the term "third shift" shall refer to any regular work schedule that begins after 8:00 p.m.

8.4 Stipends

District emergency pager - \$10.00 per day
District Textbook manager - \$1200 per year

8.5 Overtime/Compensatory Time

A. **Employees working assigned, pre-approved time in excess of forty (40) hours per week shall** be given either **overtime pay** or **compensatory time** at the rate of one and one-half times the employee's regular rate of pay. The name of the supervisor authorized to approve overtime assignments shall be posted in each building. The employee may elect to take either overtime pay or compensatory time off. Holidays, sick leave, personal days, or vacation days shall be included as regular time for purposes of computing overtime.

In the event overtime is required, the Assistant Superintendent or his/her designee shall solicit volunteers to fill the overtime positions. In the event no volunteers are available or the volunteers available are unqualified in the opinion of the Assistant Superintendent or designee, overtime may be assigned. Overtime assignments will be made on a rotational basis at each work site to employees who normally do the work assigned. Reasonable advance notice will be given to employees assigned overtime.

An employee shall not be called in for snow removal duty sooner than 8 hours following the conclusion of his/her regular shift or any other work performed for the District.

B. Only forty-five (45) hours of compensatory time can be earned in a contract year. Use of compensatory time must be approved by the employee's immediate supervisor. Compensatory time earned must be used during the contract year in which it is earned or cashed in for pay at the rate in effect for the employee at the time the employee receives such payment. Employees who have accumulated more than forty (40) hours of compensatory time at the time of execution of this Agreement shall retain all such accumulated time, provided, however, that such employees shall not be allowed to use more than forty (40) hours in any contract year. All compensatory time must be submitted on a timesheet.

C. All overtime worked must be submitted on a timesheet to the building principal in accordance with business office procedures for processing payroll. Requests for use of compensatory time off shall be submitted in writing to the building principal in accordance with business office procedures for processing payroll.

D. An employee called in to work on his/her day off will be paid for a minimum of two (2) hours at the appropriate rate.

E. The decision to assign overtime will not be based upon an employee's preference for either compensatory time or overtime pay.

F. In the event an employee's regular permanent assignment requires the performance of duties in more than one job classification, the overtime rate to be used to calculate compensation for the employee for the overtime work shall be the rate of the classification which caused the employee to work such overtime hours.

8.6 Payroll Deductions

If requested in writing by an employee, the Board shall authorize the Business Office to make payroll deductions from the employee's paychecks for the following items:

1. Annuity policies with approved companies
2. United Way Fund contributions
3. Dues for the Association
4. Direct Deposit
5. Other deductions permitted by law

The Board shall not be liable for any penalties incurred or interest lost due to late payment not due to negligence on its part. The Board assumes no liability with respect to any income tax consequences resulting from an employee's participation in or payroll deduction authorization for the annuity program.

Such deductions shall continue from year to year unless the employee informs the Business Office in writing of the change. For annuity policies with approved companies, changes may be made only during the months of January, May, and September.

New enrollments in already approved annuities or the establishment of new annuities may be done only during open enrollment months of January, May and September.

8.7 Paydays

Paychecks will be issued on the 10th and 25th day of each month, or, if any date falls on a non-work day, the last work day immediately preceding such date.

8.8 Prior Outside Experience Credit

New employees may receive initial salary schedule placement credit for out-of-district prior work experience. Such credit, if awarded, to be calculated at a minimum on the basis of one year of salary schedule credit for every two years of relevant prior work experience, up to a maximum of five (5) years salary schedule credit. The decision as to the amount of prior experience credit is within the sole and non-reviewable discretion of the Assistant Superintendent. Thereafter the employee shall advance on the relevant salary schedule pursuant to negotiated procedures and/or District policy or practice.

8.9 Transfer and Promotion

An employee transferred or promoted to a higher job classification shall be paid at the rate of pay established for the higher classification. The rate will be determined, as close as possible, by the rate of current employees with similar experience. In the event an employee is transferred or demoted to a lower job classification, the employee shall be paid at the rate of pay established for the lower classification.

Employees transferred or promoted to a higher job classification may take with them prior experience credit. The decision to award such prior experience credit is within the discretion of the Assistant Superintendent. Should prior experience credit be denied, the employee may request a review by the Assistant Superintendent and the Association President. The decision reached following such review shall be final.

An employee so transferred or promoted who is subject to layoff shall have the right to bump back into his/her prior job classification provided a position for which the employee is qualified is being held by a less senior employee. For purposes of such layoff the affected employee shall return to his/her former classification with no loss of in-district seniority credit.

8.10 Vacation

A. Full-time employees employed on a twelve (12) month basis shall begin to earn paid vacation days as of the first of the month commencing after their date of hire ("days" means the number of hours in the normal full workday for the employee's job classification). Vacation time shall be earned at the rate of 1/12 of the applicable annual amount for each complete month of service, according to the following schedule:

<u>Years of Full-time Employment</u>	<u>Vacation Days Earned Each Year</u>
1 - 7	13
8 - 15	18 - <i>effective July 1st following an employee's 7th anniversary. (Full-time)</i>
16 +	23 - <i>effective July 1st following an employee's 15th anniversary. (Full-time)</i>

B. In the first year of employment, employees may access their vacation prior to accruing the time. Vacation time used before it is earned will be deducted from the vacation allocation accordingly.

No vacation time shall be earned during a month in which an employee is on unpaid leave exceeding ten (10) workdays. **After the first year of employment vacation may no longer be taken prior to its being earned.**

Full-time ten (10) month/ (210 day), secondary school secretaries shall be allowed three (3) vacation days each year.

C. The Labor Management Committee will collaborate to determine the need for vacation blackout dates for custodial/maintenance employees. If it is determined that blackout dates are necessary, such dates will be posted no less than six (6) months in advance. Blackout dates will be non-precedential.

D. Upon separation from employment, employees shall be paid for any earned but unused vacation days.

E. Annually, during the month of February, employees will be requested to schedule desired vacation dates for the year. Vacation schedules shall be approved based upon seniority, provided, however, that in the event of conflicts between employee vacation requests, preference shall not be given to the same employee in two consecutive years.

For those employees who do not schedule vacation during the annual sign-up period in February, the employee shall notify his/her immediate supervisor in writing at least two (2) weeks prior to the day said vacation is to begin.

Approval or denial of a vacation request shall be at the discretion of the employee's immediate supervisor and shall not be precedential regarding any other such requests, provided, however, that in the event of conflicts in vacation scheduling preference shall not be given to the same employee in two (2) consecutive years.

Vacations may be scheduled in one-half (1/2) day increments with seventy-two (72) hours advance notice and approval by the immediate supervisor.

F. An employee may allow a maximum of fifteen (15) vacation days to accumulate in addition to the days earned during one year. Unused vacation days in excess of fifteen (15) as of 6/30 will be lost. Effective 7/1/2006, an employee may request to convert a maximum of three (3) excess vacation days to sick days. Requests must be submitted to the Human Resources Department in writing no later than May 31 of the fiscal year.

G. In the event an employee who works less than 251 days per year transfers to a 251-day position, the employee shall accrue vacation days based on the employee's total years of **full-time** employment.

H. Request for a vacation day must be made in writing to the employee's immediate supervisor at least seventy-two (72) hours in advance. Approval or denial of such requests shall be at the discretion of the employee's immediate supervisor and shall not be precedential regarding any other such request.

8.11 Holidays

All legal school holidays, and special holidays granted by the Board whenever, in its judgment, such action is advisable, will be granted to all classified employees. Annually the Superintendent shall announce the District policy on early release of employees on Christmas Eve and New Year's Eve.

8.12 Insurance

The Board shall provide hospital and major medical insurance and dental insurance, individual or family coverage, at the employee's request. Employees who take dental insurance and who are eligible for family coverage may elect individual coverage. The cost of insurance, as provided above, shall be split between the Board and the employees.

Health Insurance Benefits – PPO Coverage

The cost of insurance shall be split between the Board and the employees as follows.

Classification	Board share	Employee share
Full-time teaching assistants (30 or more hours per week)	50%	50%
Full-time employees (30 or more hours per week) working less than 205 days per year.	50%	50%
Full-time 10 month employees working a minimum of 205 days per year)	80%	20%
Full-time 1:1 Nurses and Full-time Student Supervisors and 190 day Secretaries hired prior to 7/1/03	80%	20%
Full-time 12 month employees working 251 days per year.	80%	20%

Dental Insurance Benefits

Classification	Board share	Employee share
All fulltime employees (30 or more hours per week)	80%	20%

Each employee shall be required, within thirty (30) calendar days after employment to subscribe for insurance options. Once the employee elects insurance, said options shall continue without change for the duration of the school term; any changes elected by the employee after the thirty(30) calendar day period mentioned above shall be effective only for the next school term.

The options chosen by the employee shall be selected on an annual basis. If the form is not received by the Benefits Coordinator by the established deadline, previously selected coverage will remain in effect until the next enrollment period. The District business office will supply forms.

Refer to the Health Plan and Dental Plan documents for information specific to health/dental care and the health plan wellness coverage.

8.13 Physical Examinations/Prescription Eye Care/Wellness Program

The Board shall pay \$100.00 per year for each full-time employee, **not participating in the CUSD200 Health Insurance Plan**, toward the cost of one physical examination, prescription eye care, or to participate in wellness programs approved by the District Insurance Committee.

8.14 Term Life Insurance

Term life insurance in the amount of \$25,000 shall be provided for full-time employees. The amount of life insurance will be reduced as follows:

At age 65 benefits reduce to 65% of the pre-age 65 amount.

At age 70 benefits reduce to 45% of the pre-age 65 amount.

At age 75 benefits reduce to 30% of the pre-age 65 amount.

At age 90 benefits reduce to 20% of the pre-age 65 amount.

The amount of basic life insurance terminates at retirement.

8.15 Options in Lieu of Insurance

An employee ("employee" is defined as full-time custodians, full-time 10 and 12 month secretaries and Aides who work 30 hours or more per week) commencing service after execution of the 1984-86 Agreement shall receive no compensation or benefits in lieu of any insurance benefits provided by the Board.

8.16 Affordable Care Act

If at any time during the duration of this collective bargaining agreement, a change in federal or state laws or regulations becomes effective which would cause an employer penalty or tax related to the health insurance benefits provided in this agreement, or which would increase the employer's cost of health coverage under terms of this agreement, then the parties agree to meet and confer regarding the impact of the changes.

8.17 Insurance for Retirees

Employees who retire under the Illinois Municipal Retirement Fund may elect to continue as members of the District group insurance programs, subject to payment of the full premium at the group rate by the employee. Such insurance premiums may be continued until age 65 or when Medicare becomes available to the employees.

8.18 Flexible Benefit Plan

A. The Board shall maintain a cafeteria plan and flexible spending account which meets the requirements of the Internal Revenue Code. If, at any time, such Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

B. The dollar total for the designated benefits elected pursuant to the plan will be deducted in equal amounts from the Employee's salary payments during the plan year.

8.19 Internal Substitution

A. An employee required to substitute in a lower-paying job classification shall be paid at the rate of pay established for the employee's regular position. An employee required to substitute in a higher-paying job classification for ten (10) or more consecutive work days shall be paid at the higher rate of pay, retroactive to the first day of substitute duties.

B. If a full-time teaching assistant substitute teaches for a full day, they will be compensated for that day at either their normal daily rate or at the daily exclusive substitute rate, whichever is higher. If a full-time teaching assistant works as a teaching assistant for one half (0.5) of the day and substitute teaches the other half (0.5), they will receive one half-day of Aide pay. The other half-day of substituting will be paid at either their hourly rate, or the half-day exclusive substitute rate, whichever is higher.

If a part-time teaching assistant substitute teaches internally for a full day, they will be compensated for that day at either their normal hourly rate (calculated at 6.5 hours) or the daily exclusive substitute rate, whichever is higher. If a part-time teaching assistant substitute teaches one half-day (0.5), in addition to working their regularly scheduled work day, they will receive their regular daily teaching assistant pay. In addition, they will be compensated for the other half (0.5) day substitute teaching at either their regular hourly rate, or the half-day exclusive substitute rate, whichever is higher.

Full and part-time teaching assistants that substitute teach for two (2) or less hours will be compensated at the rate of 20% of the then applicable substitute teacher rate, per hour, pro-rated.

8.20 Mileage Reimbursement

Any employee who has to travel as part of his/her assignment during the regular workday shall be paid the Board approved mileage reimbursement rate upon submission and approval of the mileage reimbursement form. Mileage shall be reimbursed in the months of December and June.

8.21 Responsibility

The Board and the Association acknowledge that the compensation schedules and fringe benefits provided in this Agreement were negotiated and agreed to by the parties, and as such, each party agrees to accept equal responsibility for the effect said schedules and benefits may have on all employees. In the event that a lawsuit is brought against either or both parties, challenging the legality of these provisions, each party agrees to defend against such action at its own expense and to cooperate in a mutual defense where appropriate.

ARTICLE IX. POST-EMPLOYMENT COMPENSATION

The Board shall recognize the service of classified employees who have rendered a total of at least fifteen (15) full-time years of IMRF creditable service to District 200 preceding retirement and who are eligible and approved for retirement in the retirement program of the Illinois Municipal Retirement Fund shall receive Post-Employment Compensation of \$600.00. The employee must provide 60-day (calendar) notice of retirement to the Assistant Superintendent or designee to be eligible for this benefit.

Employees who retire with more than fifteen (15) full-time years of IMRF creditable service to District 200 preceding retirement and who are eligible and approved for retirement in the retirement program of the Illinois Municipal Retirement Fund shall receive an additional \$50.00 per year for each year of full-time creditable service to District 200 up to \$500.00 (or ten (10) years beyond the base fifteen (15) years) to a maximum Post Employment Compensation of \$1,100.00.

Payment will be issued no sooner than 60 days and no later than 90 days after the employee's effective retirement date.

ARTICLE X. TERMS OF AGREEMENT

10.1 Duration

This Agreement shall be effective upon execution, and shall remain in full effect until midnight on the 30th day of June 2021.

10.2 No item agreed to shall be deemed capable of renegotiation to be effective during the terms of this Agreement, unless mutually agreed to in writing by the parties.

10.3 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties or a ratified written amendment.

10.4 Severability

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional, illegal, void or otherwise unenforceable, all other provisions of this Agreement shall remain in full force for the duration of this Agreement.

10.5 Complete Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals, with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly, waives any right which might otherwise exist under law, practice, or custom to negotiate any further agreements effective for or during the term of this Agreement.

10.6 No Strike

During the terms of this agreement, the Association agrees not to strike, nor to engage in any concerted activity that would result in a withholding of services, slow down, or disruption of the business of the Board.

ARTICLE X. ACCEPTANCE
ACCEPTANCE OF AGREEMENT
BETWEEN
COMMUNITY UNIT SCHOOL DISTRICT 200
AND
CLASSIFIED EMPLOYEES ASSOCIATION

July 1, 2017 – June 30, 2021

In Witness Whereof:

For the Classified
Employees Association:

For the Board of Education,
Community Unit School District 200

Co-President

President

Co-President

Superintendent

Negotiating Team

Negotiating Team

Penny Coyle
Pat Thornberry
Sherri Andersen
Sue Piscitello
Elturia Akines
Tom Terranova
Faith Hybert
Bernie Treacy

Dr. Robert Rammer
Bill Farley
Kristy Kuntz

Date Signed:

Date Signed:

**APPENDIX A.
EMPLOYEE WORK CALENDARS**

EMPLOYEE	HOURS/DAY	HOURS/WEEK	VACATION	HOLIDAYS (UNPAID)	DOCK/OVERTIME RATE IN DAYS
CUSTODIAL/MAINTENANCE					
Full-time	8	40	Included	13	251
Part-time	Varies	Varies	None	None	Varies
CLERICAL STAFF					
12-month full-time	7.5	37.5	Included	13	251
10-month full-time (secondary)	7.5	37.5	Included	12	210*
10-month full-time elementary Principal's secretaries.	7.5	37.5	None	12	205*
10-month full-time elementary attendance secretaries	6.5 – 7.5	32.5 – 37.5	None	12	205*
Clerical Aides	6.5	32.5	None	None	While students are in attendance and Institute/Inservice Days
Part-time	Varies	Varies	None	None	Varies
Health Aides	6.5	32.5	None	None	185 Days
Teaching Assistants: Instructional, Spec Ed. Etc. and Job Coaches	6.5	32.5 (full-time= a minimum of 30 hours/week.)	None	None	Refer to work calendar on CUSD200 website.
Jefferson Teaching Assistants	6.5	26.0	None	None	Refer to work calendar on CUSD200 website.
Part-time	Varies	Varies	None	None	Varies
Student Supervisors	8	40	None	None	179

*In the event the work year is lengthened or shortened for ten (10) month employees, all employees affected shall receive the proportionate change in salary.

APPENDIX B.

Sick Bank Rules as Established by the Classified Employees Association.

The intent of this plan is to provide extended sick leave to those full and part-time (*Half-time minimum*) bargaining unit members who incur a personal period of serious and/or prolonged illness or hospitalization and have utilized all of their personal/sick leave.

1. **To maintain the sick bank, every bargaining unit member shall contribute one (1) sick day to the Bank in the first year of their employment, unless they notify the Association President in writing by November 1st during that year, or within 30 days of their hiring if hired after the beginning of the school term.**
2. If the Sick Leave Bank drops below one hundred (100) days, each sick leave bank member shall donate one (1) additional day, providing that the member has a sick day to donate. In the event that a member does not have a day to donate, that member shall contribute one (1) sick day at the beginning of the next employment year.
3. The Sick Leave Bank shall be applicable only for the member employee's illness (including maternity leave) or accident and shall not be used for parental leave of absence.
4. The bargaining unit member's own accrued sick leave/personal time shall be totally depleted before the Sick Leave Bank can be utilized.
5. The first fifteen (15) consecutive school days (working days) of illness or disability will not be covered by the bank, but must be covered by the member's own accumulated sick leave, or absence without pay.
6. Recurring absences due to the same illness or disability indicated by a doctor's written verification do not have to be consecutive.
7. A participating member may draw a maximum of thirty (30) days during one employment year from the Sick Leave Bank.
8. A person withdrawing sick days from the Sick Leave Bank shall not be required to replace these days except as required under #2.
9. In the event that a member is eligible for benefits from the Sick Leave Bank, but is also eligible for disability payments from the Illinois Municipal Retirement Fund (IMRF), that member shall NOT be entitled to draw benefits from the Sick Leave Bank.
10. Any person using the Sick Leave Bank may not have any other employment while drawing from the bank.
11. A member employee withdrawing from the bargaining unit or the Sick Leave Bank shall not be allowed to withdraw the contributed days.
12. Application for withdrawal of sick days from the Sick Leave Bank shall be submitted to the Association Sick Leave Bank Committee on Form SLB2 and must be accompanied by a written verification of illness or disability by a physician licensed to practice in the State of Illinois.

**APPENDIX C
2017-2021
Compensation**

Starting hourly pay rates 2017-2021					
GRADE	Cell 1	Cell 2	Cell 3	Cell 4	Cell 5
B	\$11.09	\$11.63	\$12.12	\$12.37	\$12.99
C	\$11.63	\$11.91	\$12.77	\$13.04	\$13.86
C1	\$12.15	\$12.45	\$13.38	\$13.66	\$14.38
D	\$14.27	\$14.79	\$15.31	\$15.63	\$16.11
E	\$18.75	\$19.54	\$20.07	\$20.59	\$22.20
CFS	\$11.63	\$11.91	\$12.77	\$13.04	\$13.86
DFS	\$14.41	\$14.92	\$15.44	\$15.96	\$17.55
EFS	\$18.75	\$19.54	\$20.07	\$20.59	\$22.20
E1FS	\$22.00	\$23.00	\$24.00	\$25.00	\$26.00
Facilities Services (Days)	\$11.09	\$11.31	\$11.73	\$12.23	\$12.82
Licensed Teaching Assistants	\$11.63	\$12.33	\$12.77	\$13.04	\$13.86

Employees will retain their current step/cell for the duration of the contract.

2017-2018

- Employees in salary grades: C, C1, D, E, DFS, EFS, E1FS will receive a 1.5% hourly percentage increase.
- Employees in salary grade B will receive a \$.50 per hour increase in lieu of a CPI increase.
- D200 Field Service drivers will be placed in salary grade CFS in lieu of a CPI increase.

2018-2019 Employee's hourly rate increase will be determined by the Blended CPI used for the 2017 and 2018 levies. However, hourly increases will not be less than 1.5% or greater than 3.0%.

- Employees in salary grades: C (clerical & student supervisors), C1 (clerical), D (clerical), E (nurses) will receive an additional \$.25 an hour after CPI is applied.

2019-2020 Employee's hourly rate increase will be determined by the Blended CPI used for the 2018 and 2019 levies. However, hourly increases will not be less than 1.5% or greater than 3.0%.

- Employees in salary grades: DFS, EFS, E1FS and custodians will receive an additional \$.25 an hour after CPI is applied.

2020-2021 Employee's hourly rate increase will be determined by the Blended CPI used for the 2019 and 2020 levies. However, hourly increases will not be less than 1.5% or greater than 3.0%.

*Blended CPI is defined as the Consumer Price Index for all Urban Consumers.

- \$.32/hour night shift differential;
- \$.75/hour position differential for the secretary at the Transition School if it is a stand-alone building;
- \$.50/hour Personal Hygiene differential for LTA who perform daily personal health procedures, including: hands-on hygiene care such as diaper changing, toileting related wiping of a student, feeding a student (placing food in a student's mouth). Toilet training that does not require wiping, clothing assistance, timing and monitoring, food preparation, and hand washing are exceptions are not subject to the shift differential compensation as determined by the Assistant Superintendent of Student Services or designee.

APPENDIX D

MEMORANDUM OF UNDERSTANDING

1) The attached memoranda are for informational purposes only. They are clearly not part of the Agreement between the parties but merely serve to provide a common understanding of part of the history of the collective bargaining process between the parties.

2) The attached memoranda of understanding were accomplished during past periods of negotiations which led to negotiated Agreements, with the understanding that the memoranda would not be in the Agreement. However, the parties agreed to include the memoranda following the last official page of the Agreement only as a convenience to the Association and the Board, with the original intent remaining permanent and that these memoranda are not a part of the negotiated Agreement and as such, the substance of these memoranda are not subject to the contractual grievance process.

3) It is not the intent, nor is it the representation of the parties, that the attached memoranda represent each and all of the memoranda of understanding reached during the history of the relationship between the parties.

Memorandum of Understanding

Should the State of Illinois enact any law, regulation, provision, or mandate that significantly alters the revenue or funding ability or capacity of the District, the parties agree to meet in order to discuss the impact of those changes.

GLOSSARY

1. **"Assignment"** as used in this Agreement means the job rank or job classification in which an employee spends the majority of his/her time.
2. **"Bargaining Unit"** as used in this Agreement means the group of employees for which the Community Unit School District 200 Classified Employees Association has been selected as the exclusive representative.
3. **"Continuing Employee"** as used in this Agreement means any employee who has successfully completed the probationary period defined in Article IV of this Agreement.
4. **"Days"** as used in this Agreement means work days or when the School Service Center is open for business, unless otherwise defined.
5. **"Demotion"** as used in this Agreement means the reassignment of an employee to a lower job rank or job classification, with or without a corresponding reduction in pay or fringe benefits, as provided in Article V and VIII of this Agreement.
6. **"Employee"** as used in this Agreement means any individual subject to the terms and conditions of this Agreement.
7. **"Employer"** as used in this Agreement means the Board of Education of Community Unit School District 200, DuPage County, Illinois.
8. **"Exclusive Negotiating Agent"** as used in this Agreement means the Community Unit School District 200 Classified Employees Association ("Association"), affiliated with the Illinois Education Association and National Education Association.
9. **"Full-time employee"** as used in this Agreement means an employee who works as follows: Clerical aide, Licensed Teaching Assistant, Teaching Assistant, attendance secretary, - a minimum of 30 hours per week. Secretarial Staff (most 10 month, 12 month and 190 day secretaries) – 37.5 hours per week. Student Supervisors and Field Service personnel – 40 hours per week.

*Aides assigned to Jefferson Early Learning Center will be considered full-time if they work a minimum of twenty-six (26) hours per week. Also Jefferson Early Learning Center aides must work a minimum of thirteen (13) hours per week to be considered a half-time employee.
10. **"Grievance"** as used in this Agreement means a complaint by an employee, a group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement, as governed by Article VI of this Agreement.
11. **"Layoff"** as used in this Agreement means a reduction in the hours of an employee or the honorable discharge of an employee, either of which may occur at any time during the calendar year.

12. **"Negotiation"** as used in this Agreement means the mutual obligation of the Board of Education and the Association to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, provided, however, that neither party is compelled to agree to a proposal or make a concession.
13. **"Overtime"** as used in this Agreement means time required of an employee beyond forty (40) hours per week subject to the requirements found in Sections 4.4 and 8.7 of this Agreement.
14. **"Probationary Employee"** as used in this Agreement means any employee who has not successfully completed the probationary period in Article IV of this Agreement.
15. **"Promotion"** as used in this Agreement means the reassignment of an employee to a higher job rank or classification, with a corresponding increase in pay, as provided in Article V and VIII of this Agreement.
16. **"Reduction in Force"** as used in this Agreement means a decision by the board of Education to reduce the number of employees for economic reasons. Such a reduction may be accomplished by reducing the hours of employees or by instituting layoffs. *180 day employees who have one year or less than one year of service are typically released at the end of the school year.*
17. **"Supervisor"** as used in this Agreement means the designee or representative of the Board of Education with responsibility to oversee and direct an employee in the performance of his/her job.
18. **"Temporary Replacement"** as used in this Agreement means any individual who is hired to replace an employee on an approved leave of more than four (4) months, provided, however, that in no event shall any individual remain a "temporary replacement" for more than nine (9) months from date of hire.
19. **"Ten (10) Month Employee"** as used in this Agreement means a secretary who works 205 days or more per year.
20. **"Transfer"** as used in this Agreement means the voluntary or involuntary movement of an employee to another building, or classification. Such movement may or may not be within the same job classification as that held by the employee prior to the transfer.
21. **"Twelve (12) Month Secretary"** as used in this Agreement means a secretary who works 251 days per year.
22. **"Vacancy"** as used in this Agreement means an unoccupied or promotional position in the bargaining unit.

Salary Grades

GRADE B

Teaching Assistant (non-licensed)
Clerical Aide
Attendance Secretaries
HS Staff Secretary
SSC Receptionist
BASP Aide (Hired prior to 7/1/06)
HS LLC Secretary
HS Receptionist

GRADE – (LTA) Licensed Teaching Assistant

Instructional Teaching Assistants,
Special Ed Teaching Assistants, Computer
Teaching Assistants, LLC Teaching Assistants and
Job Coaches (excluding HS AV Aides) who hold
an Educator License with Stipulation or a valid
teaching license.

GRADE C

Accounts Payable Clerk
HS Activities Secretary
HS Dean's Secretary
HS Guidance Secretary
Special Services Secretary
Student Supervisor

CFS

FS Groundskeeper
District Driver

GRADE C1

Gifted Program Secretary
HS/MS Assistant Principal's Secretary
HS Athletic Director's Secretary
HS Registrar
HS Treasurer
Secretary to the Department of Curriculum and
Instruction
Secretary to a Director

GRADE D

MPC Textbook Manager
Principal's Secretary
Senior Accounts Payable Clerk

DFS

District Head Groundskeeper
Maintenance – Middle School
Maintenance – High School
Night Shift Supervisor – Middle School
Night Shift Supervisor – High School

GRADE E

Nurses 1:1/Flex

EFS

Head Custodian – Middle School
Maintenance – District

E1FS

Maintenance Specialist*(Electrician
Plumber
HVAC
Carpenter)

GRADE FS (Field Service)

Custodian – Floater
Custodian

*See Position Description For Required Licensure/Certification

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