

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

of

DISTRICT NO. 165

and

THE MARENGO EDUCATION SUPPORT STAFF, IEA-NEA

2017-2022

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ARTICLE I

RECOGNITION

The Board of Education of District No. 165, McHenry County, Illinois, hereinafter referred to as the "Board" or "District" hereby recognizes the Marengo Education Support Staff, IEA-NEA, hereinafter referred to as the "Association" or "Union" as the exclusive and sole negotiation representative for all regularly employed full-time and part-time non-certified personnel including bus drivers, food service specialists, food service technicians, secretaries, principals' secretaries, custodians, aides, health clerks and library clerks. Excluded shall be Administrative Assistant to the Superintendent, Administrative Assistants for Finance, Assistant to Special Education Director, Director of Technology, Technology Assistant, Data Base Specialist, Sub Caller, Head Custodian, Certified School Nurse, Transportation Coordinator, all certificated personnel represented by Marengo Area Education Association, all supervisory, managerial and confidential employees as defined by the Act.

ARTICLE II

GENERAL ASSOCIATION RIGHTS

2.1 **Dues Deduction**

Board will deduct and remit Association dues as provided by state law. The Board or designee will promptly notify the Association in writing of any cancellation of membership.

2.2 **Board of Education Meetings**

The president of the Association or the president's designee shall be given reasonable prior written notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose for the meeting.

2.3 **Board Minutes**

A copy of all of all approved Board of Education minutes shall be emailed or placed in the mailbox of the President of the Association within forty-eight (48) hours following approval. Upon request (verbal or written) any and all official actions voted on when closed session is re-opened will be given to the President of the Association within forty-eight (48) hours of that meeting.

2.4 **Use of Facilities and Equipment**

The Association shall be allowed reasonable use of school owned business equipment (e.g. school computers, mailboxes, intercom system) provided that the use of said equipment does not interfere in the instructional and/or extra-curricular programs. The Association shall provide or purchase all supplies and materials used in the business of the Association. A reasonable charge for photocopying shall be paid by the Association.

The Association may use District facilities for meetings upon reasonable advance notice to the Superintendent. Upon notifying the school office, authorized agents may meet with school employees in the school building during duty free time only.

The Association will only communicate with employees electronically through email to post notice of Association business.

2.5 **New Employees**

Names and addresses of newly employed employees shall be provided the Association by September 1 or within seven (7) calendar days after signing of agreement of the contract, whichever occurs first.

2.6 **Copies of Agreement**

New Employees will be shown where to access the Agreement in the shared drive and District website by their building representative, hard copies will no longer be distributed.

2.7 **Association Leave**

Should the Association send representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary. A written notification for leave shall be submitted to the Superintendent by the president of the Association. No more than two (2) days may be used per year and no more than two (2) employees may be gone at any one time.

2.8 **Annual Association Meeting**

The association will be given time at the beginning of the year during workshop days to hold an association meeting. The time of this meeting will be mutually agreed upon by the district and the association.

2.9 **Administrator Interviews**

At least two (2) employee representatives may be included in the interviewing process of new candidates for Superintendent and/or a principal (s).

2.10 **Fair Share**

Employees covered by this agreement who are not members of the Associations shall, commencing sixty (60) days after their employment, or six (6) days after the effective date of this agreement, or ratification of this agreement, whichever is later, pay a fair share fee to the Association, as determined by the Illinois Educational Labor Relations Board on an annual basis, for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by this Agreement. Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association. The Association shall annually submit to the Board a list of the employees covered by the Agreement who are not members of the Association and an affidavit which specifies the amount of the fair share fee which is required of the members of the Association. Non-members who object to this fair share based upon a bona fide religious tenet or teachings of a church or religious body shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association and as established by the Illinois Educational Labor Relations Board and its subsequent rulings. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization. A notice will be posted on all available employee bulletin boards specifying the amount of fair share fee to be deducted.

ARTICLE III

EMPLOYEE RIGHTS

3.1 **Right of Representation**

Whenever an employee is required to meet with a supervisor, that employee shall have the right to have an Association Representative present.

3.2 **Just Cause Discipline and Dismissal**

All employees shall serve a probationary period of one school year. No non-probationary employee shall be disciplined or dismissed except for just cause.

3.3 **Personnel File**

There shall be one official personnel file for each employee. Each employee shall have the right, upon request, to review the contents of the employee's personnel file, to have an Association representative present, and to have photocopies of any materials therein except college placement credentials. Such request shall be made in writing to the Superintendent. The Superintendent shall have five (5) work days to comply with said request. The Superintendent or his/her designee shall be present during the review.

3.3.1 **Material in File**

All materials shall be added to the file in a timely manner and in no case later than thirty (30) days after receipt. Any material of a negative nature shall be photocopied and given to the employee within five (5) days of being added to the file.

3.3.2 **Challenge of Contents**

The employee has the right to challenge in writing any materials of a negative nature concerning the employee. The challenge shall be attached to the negative materials in a prompt manner and shall become a part of the employee's personnel file.

3.3.3 **Negative Materials**

After two (2) years, the negative material shall be reviewed by the current administration and the employee involved. If the problem has been corrected, a written statement so indicating shall be placed in the employee's personnel file.

ARTICLE IV

WORKING CONDITIONS

4.0 **Working Conditions**

Staff shall not be required to work under conditions that are determined to be unsafe for students by the building administrator/superintendent. Such conditions being defined as, but are not limited to, a safe supply of water for drinking/sanitary purposes. If the situation cannot be rectified and deemed safe by the board of health, the administrator will dismiss all students, teachers and staff to go to an off-site location. The administration will have a plan in place and notify all teachers and staff of the emergency dismissal from the building.

4.1 **Flexible Hours Option**

Flexible Hours Option –Staff may have a choice of arrival hours in the flexible option plan. Staff arriving fifteen (15) minutes prior to their normal start time may leave fifteen (15) minutes early that day, upon permission of the building administrator. A maximum of three (3) Staff at each building per day may utilize the flexible hour schedule. Sign-up sheets for this option will be available from the administrator. On days in which staff attendance is required due to staff meetings, or the like, this option may not be available at the discretion of the administrator.

4.2 **Concerns**

Concerns may be expressed in each building anytime. Any concerns that cannot be resolved will be presented to the Superintendent in writing by the building administrator and/or the association representative along with a copy for the other parties. The Superintendent will address that issue or concern within 10 working days. Concerns that cannot be resolved will be taken to the Board.

4.3 **Evaluation**

The supervision of every employee shall include continuing informal evaluation as well as constructive suggestions toward improvement of performance. In addition to the continuing informal evaluation, there shall be a formal evaluation procedure. The purposes of the formal evaluation are:

1. Assessment of performance for retention, reassignment, promotion, or salary advancement;
2. Improvement of performance through constructive suggestions which will help the employee realize his/her full potential;
3. Maintaining in each employee's personnel record a report of his/her performance in the District. The employee may respond with a written statement, which shall be attached to his/her record.

The supervisor of each employee will complete, by the end of each school year a performance report for the employee in his area of responsibility, using the form applicable to the job classification. A copy shall be given to the employee and discussed with him/her. The original shall be signed by the employee and filed in the employee's file maintained in the District Office.

4.4 **Breaks and Lunch**

All full-time employees shall receive a minimum ½ hour unpaid lunch/dinner break and two 15 minute paid breaks. Employees may not elect to not take a lunch unless pre-approved by a Supervisor.

4.5 **Bus Drivers**

Bus drivers shall be reimbursed for any required physicals, random drug tests and for refresher courses. Drivers shall receive a stipend of fifty dollars (\$50.00) for time spent in the refresher course.

4.6 **Health Services**

Health services personnel will be reimbursed for hearing and vision screening recertification (every two years).

ARTICLE V LEAVES

5.1 **Sick – Personal Days**

Employees shall receive sick days/personal days according to the following schedule:

Twelve Month Employees: 15 sick days per year, of these 15 days, 3 may be used as personal days.

School Year Employee (Full Time): 12 sick days per year, of these 12 days, 3 may be used as personal days.

An employee with eight (8) or more years of service will receive fifteen (15) sick leave days per year. Of these 15 days, 4 may be used as personal days.

Hourly Employees: 10 sick days per year. Of these 10 days, 2 may be used as personal days. These days are pro-rated according to the number of hours worked per year.

Sick and Personal Days may only be taken in one-half day increments with the exception of bus drivers who have a mid-day route which may take time off in thirds.

Employees that are not receiving a 6% retirement increase are eligible for a \$100 bonus per semester if no personal, sick, or dock days have been taken. Bonus payments will be paid on February 10 and June 26 payrolls.

5.1.1 **Sick Leave Definition**

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family, for purposes of this section, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sons-in-law, daughters-in-law, sisters-in-law, brothers-in-law, and legal guardians. In the event of death of relatives or friends other than as listed above, the employee may utilize sick leave for bereavement purposes. Any sick leave taken for bereavement purposes shall be deducted from the employee's sick leave allotment.

Sick and personal days are calculated in Skyward to correspond to an employees work day hours for their primary assignment. Extra duties are not included for time-off and no sick/personal time compensation is paid for "out of work day" extra assignments. Employees that change from part time to full-time or from full time to part time will have their sick and personal time recalculated in proportion to their change in hours.

An employee has two (2) years to dispute time off. All records previous to that are considered final.

5.1.2 **Written Statement of Sick Days**

The District shall furnish each employee with a written statement at the beginning of the school year setting forth the total sick leave credit of each.

5.1.3 **Worker's Compensation**

The District shall continue to follow the current Board Policy regarding Workers' Compensation.

5.1.4 Sick Leave Bank

1. Establishment of the Bank:

A voluntary sick leave bank shall be established and shall consist of accumulated sick days contributed by the non-certified staff. Only non-certified staff who participate in the sick bank are eligible to use the sick bank. Each non-certified staff member who participates in the sick bank as of the effective date of this Agreement shall voluntarily contribute two sick days to establish the bank. Thereafter, each newly hired non-certified staff member shall contribute one sick day per year for the first two years of employment. In the event the bank is depleted to less than 50 days, each bargaining unit member shall contribute one additional day. Unused days remaining in the sick leave bank at the end of the year will accumulate for the following year.

Definition of sick day: Each sick day shall be commensurate to the employees contracted workday.

2. Eligibility

- A. An employee must have one-year seniority with the district prior to the accident or illness for which application is made, to be eligible.
- B. **The one (1) year requirement will be waived for those employees who were previously employed by the District and contributed to sick bank. This waiver shall be on a case by case basis with the mutual agreement of all parties.**

3. Procedure for the use of the sick bank

a. Any employee currently employed in the district shall be entitled to draw from the bank provided the following conditions are met:

- i. The employee has used all his/her personal accumulated sick days and personal days.
- ii. Only serious illness or accidents are applicable.
- iii. The employee shall produce a doctor's certificate as proof of need.
- iv. The employee has been absent more than seven consecutive work days in connection with the same illness. If days are awarded by the bank they would be retroactive to the first day of eligibility.

b. A sick bank committee shall request the employee's attendance record and utilize the data in the evaluation of the employee's request.

c. The committee shall also take into consideration the employee's eligibility for disability benefits from any source whatsoever before ruling on the employee's application.

4. Governing Committee

a. A committee shall be established to act as the governing body for the administration of the sick leave bank. Said committee shall consist of two employees named by the Association and two administrators named by the Superintendent. In the event of tie in votes, the Superintendent shall cast the deciding vote.

5.2 Personal Days

Personal days shall not be taken during the first five (5) school days or last five (5) school days, or the day preceding or following a school holiday. An employee may be allowed to take personal leave during the excluded period for an emergency with the approval of the Superintendent. Personal leave days that are not used shall be added to the employee's cumulative sick leave.

5.3 **Family and Medical Leave**

Eligible employees may use unpaid family and medical leave, guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks each year, beginning September 1 and ending August 31 of the next year. For more information, see policy 5:185 in the policy manual.

5.4 **Jury Duty**

An employee called for jury duty during working hours or who is subpoenaed to testify during working hours in a judicial matter shall be paid his/her full salary for such time and suffer no loss of benefits, provided that the employee shall pay to District any jury duty pay or witness fees received.

ARTICLE VI

ASSIGNMENT, VACANCIES, TRANSFERS

6.1 **Employee Assignment**

Staff members are employed by and for the District. Assignment of staff members to specific schools and positions is the responsibility of the Superintendent. Staff shall be assigned by the Superintendent on the basis of the needs and in the best interest of the District and on the employee's qualifications. The Superintendent may transfer a staff member to a different assignment. Prior to the transfer of any staff member, the supervisor shall have a conference with the staff member involved.

Bus routes will be bid and assigned based on seniority and on availability. See handbook for further clarification.

6.2 **Reduction in Force**

The School Board reserves the right to reduce staff when, in its judgment, the best interests of the school district shall be served by such action. Dismissal procedures will be determined by seniority for qualified job categories. Seniority will be determined by date of employment in the school district regardless of job category. Employment date is defined as first day of work attendance at your assigned position as stated in your employment letter.

6.3 **Use of School Equipment**

School district employees will not perform duties related to an outside job using any district facilities, equipment, or materials, unless permission has been received from the Superintendent or his/her designee.

6.4 **Posting of Vacancies**

The Superintendent shall have posted in each building and shall email the Association president a notice of all vacancies. Such notice shall contain the necessary information relative to the vacant position. (Starting date, salary range, etc.) During the summer, notification of vacancies shall be given to all non-certified staff that notifies the District Office of their desire to receive them and provide an email address. (Extra-compensation positions shall be included in this posting.) Notices shall be posted in the offices and lounges of all buildings.

6.5 **Filling Vacancies**

In filling a vacancy, the Board shall consider performance, ability, seniority and consideration for the best interest of the District. Every effort will be made to advance present employees to a higher job classification, giving current employee preferences over applicants not currently employed by the District, when all other criteria are equal. In the event that the employee is applying for an additional position that creates overtime, seniority does not have to be considered.

Employees that accept at-will position that do not have a regular work week schedule have no promise of a set amount of hours or rights for compensation of vacation, sick or personal time. This includes summer "temporary" positions.

ARTICLE VII

SENIORITY AND REDUCTION IN STAFF

7.1 **Seniority Lists**

Each year a seniority list is published and posted for all support staff personnel. The District works to maintain an accurate account of all categories of work performed by support staff.

7.2 **Seniority and Leaves of Absence**

Seniority will not accrue during any leave-of-absence without pay. Seniority will not be interrupted due to excused absence or illness.

7.3 **Job Descriptions**

The Superintendent shall develop a job description for each position below the level of Superintendent subject to approval by the Board of Education. A listing of Job Descriptions is available in each principal's office as well as the District Office.

7.4 **Ties in Seniority**

In consultation with the principal, the Superintendent will break any tie in the event District seniority is equal between employees.

In case of a tie in seniority for the purpose of call back, the prior year's performance evaluation and discretion of administration will be the determining factors.

7.5 **Rules for Reduction In Force**

In the event the Board determines the need for a reduction in force, the administration shall meet with the association over the following:

1. Discuss the reasons for the need to have a layoff and discuss any options that may exist, or that may be suggested by the Association.
2. Review the seniority list.
3. Review the layoff and recall procedures.

Layoff Procedures

1. Part-time employees shall be laid-off before any reduction in force of full-time members of the bargaining unit begins.
2. Provided qualified employees remain, employees shall be laid off within the categories of position established in following paragraphs in the inverse order of their seniority, as defined in Section 6.2. An employee on layoff shall retain his/her right to recall for one year from the date the school year following the notice of reduction begins.
3. Employees shall be called back to work according to his/her placement on the employee recall seniority list. The employee recall seniority list shall list employees by categories of position.
4. Employees on layoff who have been offered re-employment to the category of position from which they had been laid off and have declined shall be removed from the employee recall seniority list. Employees on the recall seniority list must maintain an accurate, up to date address and telephone number with the District. The responsibility of the District is to notify the employee of the vacancy. If the employee does not apply for the vacancy within five (5) week days from the time the notice was delivered, the employee's name shall be removed from the recall list. Notification shall be by certified mail showing proof of delivery.
5. The District shall not hire anyone to a position until recall has been completed for the category or position.

ARTICLE VIII

8.1 **Grievance Procedure**

Suggestions, inquiries or complaints from employees shall proceed through the regular line of authority as follows:

1. To the immediate supervisor, who will respond within 10 school days of receipt.
2. To the building Principal, who will respond within 10 school days of receipt.
3. To the Superintendent, who will respond within 10 school days of receipt.
4. To the Board of Education which shall provide an initial response after the next meeting, and shall provide a final response after the second meeting. This time limit may be extended by mutual agreement.
5. During the summer, the parties will attempt to follow these steps in a timely manner.
6. Binding Arbitration is the final authority on any issue which cannot be resolved through the regularly constituted administrative channels.

GRIEVANCE REPORT FORM

Marengo Union Elementary CSD # 165

Grievance # _____

Name of Grievant: _____

Date Filed: _____

Distribution of form:

- 1. Superintendent
- 2. Association
- 3. Grievant

Submitted to Superintendent in Duplicate

STEP I

A. Date Cause of Grievance Occurred:

B. 1. Statement of Grievance:

2. Applicable provisions of the Contract:

3. Relief Sought:

Signature _____

Date: _____

C. Disposition of Superintendent:

Signature _____

Date: _____

D. Disposition of Grievant and/or Union/Association:

Signature _____

Date: _____

GRIEVANCE REPORT FORM

STEP II

A. Date Received by Superintendent or Designee:

B. Disposition of Superintendent or Designee:

Signature _____ Date: _____

C. Position of Grievant and/or Association:

Signature _____ Date: _____

STEP III

A. Date Submitted to Arbitration:

B. Disposition and Award of Arbitrator:

Signature _____ Date: _____
Arbitrator

ARTICLE IX

EMPLOYMENT COMPENSATION AND FRINGE BENEFITS

9.1 Salary

| | |
|---------|-----------------------------------------|
| 2017-18 | increase of \$0.73 on base hourly wage* |
| 2018-19 | 3.5% |
| 2019-20 | 3.5% |
| 2020-21 | 3.0% |
| 2021-22 | 3.0% |

*Employees in the last two (2) years of employment due to retirement, will receive the greater of \$0.73/hour or 6%.

9.2 Insurance Benefits

An employee must work at least 30 scheduled hours per week to be eligible for insurance benefits.

The Board will continue to contribute 100% of the individual policy rate per month for the Board endorsed comprehensive major medical insurance plan. The Board will continue to contribute \$1,500 annually to the family premium and \$500 annually to the spouse or child(ren) premium. The Board will continue to pursue cost effective options. The benefits and coverage shall not be less than the prior school year coverage and shall be for a full twelve (12) month period.

Employees may choose to participate in any alternative Board offered major medical plan, but the employee will be responsible for any premium fees above the Board endorsed plan. Health insurance coverage will not be offered to employees who work less than full-time.

9.2.1 The Board shall provide to eligible employees, without cost to the employee, term life insurance in the amount of \$25,000.00. The policy shall include an additional \$25,000.00 indemnity provision for accidental death. Per mandates in policy, insurance level benefits decline starting at age 65.

9.2.2 The Board shall provide long term disability insurance at the prior year level which is 66 2/3% of salary. The disability insurance as provided by the Board will coordinate benefits with any and all other disability payments an employee is entitled to under state, federal, or IMRF rules.

9.3 Payroll Periods and Stipends

1. The annual salary shall be divided into twenty-four (24) equal installments, less such deductions required by law, contract, or initiated by the employee, on the 10th and 26th of the month. Beginning with this contract all wages will be paid through direct deposit only. Employees will review check pay stub via Employee Access. Employees will be provided access to District computers to log into Employee Access. An Employee may request in person a paper copy of their pay stub. Such requests will be made in the District Office.

All stipends are paid on December 10th payroll for the first semester and June 10th payroll for the 2nd semester.

2. **Timecards for extra work must be pre-approved by the Supervisor. Any extra timecards must be turned in by the Monday after the time has been worked. All timecards for the same week must be turned at the same time.**

9.4 **Annuities**

In order to help our employees plan for a secure retirement, District #165 presently cooperates with several investment companies and provide tax shelter annuities (403B plans). For more information, contact the payroll department.

9.5 **Travel Compensation**

The school board shall pay for required transportation by employees in the performance of their duties; this does not include traveling to and from work. The rate of reimbursement for use of his/her own vehicle will be at the current IRS rate for transportation expenses. Travel reimbursement forms are available in the District Office.

9.6 **Workshop/Education Continuation**

After application to and with the approval of the Superintendent or his/her designee, employees may be released with full pay to attend conventions, workshops, conferences, visit exemplary programs, and participate in other work related growth activities.

After application to and with the approval of the Superintendent or his/her designee, employees may receive tuition reimbursement for accredited college courses, which have been attended outside of regular employment hours. Tuition reimbursement will be at the actual cost of the course, up to the current campus rate per semester hour for a Bachelor's Degree based on the main campus rate for Northern Illinois University. For all part-time employees the tuition reimbursement will be reimbursed half of the given rate.

Superintendent approval is given based on needs of the district and the current job position. The superintendent's approval is final and a non greivable decision. At the time of approval, the Superintendent shall indicate which expenses, if any shall be provided by the District. After participation, a written report / grade report shall be submitted to the Superintendent summarizing the highlights of the activity.

9.7 **IMRF (Illinois Municipal Retirement Fund)**

In order to participate in IMRF, a person must be an employee of an IMRF employer and meet the standards for participation.

The 600-hour standard is applied to all educational support staff based upon their positions' expected annual hours of duty. For example, a school employee who works during the school term only is classified by the hours the position is expected to require during the school term. Generally, in a 180-day school term, an employee expected to work three hours a day (540 hours a year) would not participate in IMRF. An employee working four hours each day (740 hours a year) would participate.

If an employee works in more than one position for one school district, the hours of all his or her positions are combined in applying this 600-hour standard. An employee working for two school districts must meet the 600-hour standard for each district. Part time employees who meet the 600 hour IMRF standard are accorded the IMRF standard for sick leave: 10 Days/Year.

9.7 Participation in IMRF is not optional for employees who meet the 600-hour standard. IMRF employee contributions will be deducted from gross salary at the stated IMRF employee rate. For more detailed information on IMRF, please call 1-800-ASK-IMRF.

9.8 **IMRF Eligibility**

Once an employee has reached IMRF eligibility the parties recognize it is the intent of the District to continue to provide enough hours of employment for the employee to maintain IMRF eligibility. This is not a guarantee of hours, but the District shall make a good faith effort to meet that intent.

9.8.1 **Retirement Bonus**

Regular employees who are eligible for IMRF retirement **and meet all IMRF retirement requirements** with a minimum of 15 years of continuous service shall receive an increase to total 6% of the previous year's hourly rate for the final two years of service. Upon notification to the district by the employee by August 15 the District will **increase the base hourly rate by 6%**

In the event the employee does not give notice by August 15, **in the first of the two years, the 6% bonus will be forfeited for the first year. For IMRF employees that do not give notice by August 15 in the final year prior to retirement, a 6% rate increase bonus check will be given 3 months after the last day worked for one year of base service.**

Retirement bonuses will be effective at the start of a school year and will not be calculated for partial school years in first year of a two (2) year retirement.

If the retirement date is any date other than July 1, (last day of work June 30), all vacation time must be taken prior to the retirement date.

In the event the employee does not retire, any bonus paid shall be repaid to the District in full.

9.8.2 **Unused Sick Leave**

1. A regular employee who retires with 15 years of full time service shall be paid a retirement severance at the rate of \$20.00 per day. The maximum allowable days of sick leave for this purpose shall be 150 days.

a. This retirement severance will be paid 6 months after the last day worked. To be eligible for the above severance, to be paid out in this manner, written notice of intent to retire shall be delivered to the Board at least five months before the effective date of retirement.

b. For IMRF employees, unused, unpaid sick leave may be reported to IMRF as allowable by IMRF regulations. Refer to information from IMRF for sick leave service credit information. Days reported to IMRF will be deducted from total sick time and will not be paid out as unused sick days. Portions of sick leave may be used for "a" or "b" providing that a 6% salary increase cap is not exceeded. This should be stated in the notice of intent to retire.

9.9 **Employment Year / Time Schedules**

Twelve-Month Employee: Work daily (Monday – Friday) except holidays (listed below) and earned vacation time **in their primary position with the District.**

Individual time schedules are developed by the supervisor and subject to the needs of the District. All duties are expected to be performed in designated work area (within assigned buildings) unless an emergency situation has occurred.

A required workday consists of an 8½ hour day with a required ½ hour unpaid lunch/dinner break and two 15 min. paid breaks.

Ten-Month employees work 200 days per year.

Snow/Emergency Days: Employees are not expected to work on snow days and emergency days.

ARTICLE X

HOLIDAYS AND VACATIONS

10.1 **Holidays**

The Board of Education recognizes certain days during the school year as holidays for twelve (12) month employees.

- | | |
|------------------------------------|------------------------|
| Martin Luther King, Jr.'s Birthday | Labor Day |
| President's Day | Columbus Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Winter Holiday Break* |

New Year's Day, Casimir Pulaski's Birthday, Veteran's Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day will be observed during the Winter Holiday Break.

If the holiday falls on a weekend, it may be observed on a Friday or Monday, if the law so provides. If the school calendar does not include a listed holiday, it will be observed during winter break.

10.2 **Vacation**

Twelve-month employees shall be eligible for paid vacation days according to the following schedule:

| Year | From | To | Maximum vacation leave earned per year |
|------------------------------------|----------------------|----------------|----------------------------------------|
| 1 st Year of employment | July 1 | Dec 31 | 5 days |
| 1 st Year of employment | Jan 1 | April 30 | 3 days |
| | Beginning of year 2 | End of Year 5 | 10 days |
| | Beginning of year 6 | End of year 15 | 15 days |
| | Beginning of year 16 | | 20 days |

Twelve (12) month employees are defined as an employee whose primary position contains a 260-day schedule.

Part-time employees who work at least half-time are entitled to vacation days on the same basis as full-time employees, but the pay will be based on the employee's average number of part-time hours per week during the last vacation accrual year.

Vacation days earned in one fiscal year must be used by the end of the following fiscal year. Employees resigning or whose employment is terminated are entitled to monetary equivalent of all earned vacation.

Employees that work less than a full year and then become full 260 day employees will receive additional service credit for vacation purposes as follows:

After the 5th year of working a 260-day position, a "look-back period" consisting of all previous part time years will determine additional length of employment. Credit will be based on the actual number of days worked within a given year and will be rounded to half year increments. All current employees will have their year of service adjusted per above.

ARTICLE XI

SEPARABILITY

- 11.1 If any provision of this agreement or any application of this Agreement to any bargaining unit member or to any group of bargaining unit members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 11.2 It is further agreed that within thirty (30) days of receipt of notification of such findings by any court of competent jurisdiction, and upon written demand by either party, negotiations shall commence for the purpose of reaching agreement on the affected matter.
- 11.3 Any agreement reached and ratified under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

ARTICLE XII

MANAGEMENT RIGHTS

- 12.1 The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States.

ARTICLE XIII

NEGOTIATIONS PROCEDURE

- 13.1 The Board and Association shall commence bargaining for a successor agreement on or before April 1 of the last year of this agreement.
- 13.2 It is agreed that the Board and Association will, in a prompt and timely manner, jointly request the services of the Federal Mediation and Conciliation Service (FMCS), if both parties to this agreement declare impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a mutually acceptable replacement. In the event the parties cannot agree upon a replacement the Illinois Education Labor Relations Board will be notified.
- 13.3 Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 13.4 Good faith, for the purpose of this agreement, is defined as the willingness of both parties to meet, discuss the issues, and make proposals and counter-proposals in an effort to reach an agreement. It does not imply acquiescence or concession to either party's demands in whole or in part.

ARTICLE XIV

NO STRIKE

14.1 The Association agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete service to the Board of Education for the duration of this agreement.

ARTICLE XV

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2017 and shall continue in effect until the 30th day of June 2012 for all Articles.

This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a Successor Agreement.

For the Board of Education

For the Association

President

President

Date

Date

Appendix A
2017-2022

| CATEGORY | PAY SCALE 2017-18 | PAY SCALE 2018-19 | PAY SCALE 2019-20 | PAY SCALE 2020-21 | PAY SCALE 2021-2022 |
|----------------------------------------------------------|----------------------|----------------------|----------------------|----------------------|------------------------|
| Custodian | \$11.00 – \$15.00 | \$11.00 – \$15.00 | \$11.00 - \$15.00 | \$11.33-\$15.45 | \$11.33-\$15.45 |
| Secretary | \$10.73 – \$13.75 | \$10.73 – \$13.75 | \$10.73 – \$13.75 | \$11.05-\$14.16 | \$11.05-\$14.16 |
| Duplo | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 |
| Paraprofessional* *includes bus aide | \$10.73 – \$13.75 | \$10.73 – \$13.75 | \$10.73 – \$13.75 | \$11.05-\$14.16 | \$11.05-\$14.16 |
| Library Assistant | \$10.73 - \$13.75 | \$10.73 - \$13.75 | \$10.73 - \$13.75 | \$11.05-\$14.16 | \$11.05-\$14.16 |
| Lunch/Breakfast Aide | \$9.75 - \$12.25 | \$9.75 - \$12.25 | \$9.75 - \$12.25 | \$10.04-\$12.62 | \$10.04-\$12.62 |
| Cook | \$10.73 - \$13.75 | \$10.73 - \$13.75 | \$10.73 - \$13.75 | \$11.05-\$14.16 | \$11.05-\$14.16 |
| Head Cook | \$14.15 - \$17.24 | \$14.15 - \$17.24 | \$14.15 - \$17.24 | \$14.57-\$17.76 | \$14.57-\$17.76 |
| Health Clerk | \$10.73 - \$13.75 | \$10.73 - \$13.75 | \$10.73 - \$13.75 | \$11.05-\$14.16 | \$11.05-\$14.16 |
| LPN/CNA/LVN | \$12.75 - \$14.50 | \$12.75 - \$14.50 | \$12.75 - \$14.50 | \$13.13-\$14.94 | \$13.13-\$14.94 |
| Nurse-RN | \$16.00 - \$20.00 | \$16.00 - \$20.00 | \$16.00 – 20.00 | \$16.48-\$20.60 | \$16.48-\$20.60 |
| Interpreter | \$20.00 | \$20.00 | \$20.00 | \$20.60 | \$20.60 |
| Bus Driver 1 st Year Permanent Employee | \$18.47 | \$18.47 | \$18.47 | \$19.02 | \$19.02 |
| Field Trips | \$12.98 | \$12.98 | \$12.98 | \$13.37 | \$13.37 |
| Bus Maintenance | \$16.82 | \$16.82 | \$16.82 | \$17.33 | \$17.33 |
| Wash, Sweep, Fuel | \$12.43 | \$12.43 | \$12.43 | \$12.80 | \$12.80 |
| Bus Meeting/Orientation | \$12.98 | \$12.98 | \$12.98 | \$13.37 | \$13.37 |
| Bus Evaluation | \$12.98 | \$12.98 | \$12.98 | \$13.37 | \$13.37 |
| Refresher Course Stipend | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |

One-time longevity stipend to be paid on the June 26 payroll. All stipend payments will be subject to the 6% increase cap.

| | |
|---------|-----------|
| 5 Year | \$100.00 |
| 10 Year | \$150.00 |
| 15 Year | \$200.00 |
| 20 Year | \$250.00 |
| 25 Year | \$300.00 |
| 30 Year | \$500.00* |

*This bonus is an inclusive component of the 6% increase during the last two years of employment.