

# **Contractual Agreement**

**Between**

**The Board of Education of  
Community High School District 94**

**and the**

**West Chicago High School Support  
Staff Association, IEA-NEA**

**July 1, 2012 – June 30, 2015**

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# **AGREEMENT**

This Agreement is made between the Board of Education of West Chicago High School District 94, DuPage County, Illinois ("Board"), and the West Chicago High School Support Staff Association, IEA-NEA ("Association") effective July 1, 2012 except as otherwise may be noted.

## **ARTICLE 1: Recognition**

### **1.1 Bargaining Unit**

The Board recognizes the Association, as the legally recognized, sole and exclusive negotiating agent for all full-time and regularly employed part-time support staff employees ("employees"). The following positions shall be excluded from the foregoing bargaining unit: the Superintendent's Administrative Assistant, Principal's Administrative Assistant, Custodial Foremen, Maintenance Supervisor, MIS Supervisor, Bookkeeper, Payroll Clerk, Human Resources Assistant, Clerk for Administrative Support and Staff Attendance, Business Office Clerk, and supervisory, managerial or confidential employees as defined by the Illinois Educational Labor Relation Act; casual employees hired during the summer, or Thanksgiving, Winter or Spring recesses; and short term and/or replacement employees not otherwise included in this bargaining unit. Prior to making any additions or deletions from the list of exempt positions listed in this section, Administration will meet with the President of the Association, or his/her designee, to consult and notify him/her of said recommendation. Said recommendation will also be presented in writing.

### **1.2 Exclusive Representative**

The Board agrees not to negotiate or consult with any other employee's organization, individual covered employee or group of covered employees with regard to negotiable items, unless mutually agreed to, in writing, by the parties during the term of this Agreement, or except as otherwise provided in this Agreement.

## **ARTICLE 2: Employee Individual Rights**

### **2.1 No Discrimination**

In accordance with applicable federal and state law, neither the Board nor the Association shall discriminate on the basis of an employee's race, creed, color, sex, national origin, religion, age or handicap unrelated to ability to perform the particular work involved. If an employee files a lawsuit and/or a charge with a federal or state agency alleging that he/she has been discriminated against contrary to the provisions of this section, said employee shall waive his/her right to use or continue to use the grievance procedure set forth in this Agreement.

### **2.2 Freedom to Join or Not Join Employee Organizations**

The Board shall not interfere with the right of employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any such employees because of Association membership or non-membership. Membership in the Association or any other employee organization shall not be a condition of employment for any employee covered by this Agreement.

### **2.3 Fair Share**

Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) calendar days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date established by the Association, the Board shall deduct the fair share fee from the wages of the non-member, upon receipt of written notice from the Association setting forth the bargaining unit member(s) for who(m) such deduction will be made, the amount of the fair share fee, and the method by which the fair share was calculated.

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

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

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

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this article.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Relations Board.

## **2.4 Employees' Non-District Activities**

The Board shall not restrict employees' non-District activities that do not impair the effective performance of their jobs.

## **2.5 Right of Representation**

When an employee is required to appear before the Board or the Administration concerning any matter which could adversely affect his/her employment, position, or salary, the employee shall be entitled to have an Association representative present. The employee's required appearance shall occur within three (3) workdays of the date of the notice. The unavailability of a particular Association representative shall not delay an Employee's appearance before the Board or the Administration. The Association shall provide the Superintendent with a list of the department and building representatives. When an employee is required to appear before the Board, he/she shall be advised in writing of the reasons therefore at least 24 hours before the required appearance except where an emergency or extraordinary situation exists and the employee is required to appear before the Board as a result of such situation.

## **2.6 Personnel File**

A personnel file shall be maintained for each employee. Personnel file contents, access and disclosures shall be governed by Board policy and procedure, and the Personnel Records Review Act, or its successor. Said Board policy and procedure, and the Act, shall not be considered part of this Agreement, and not subject to the grievance procedure of this Agreement. Subject to the requirements of such policy and procedure, and the requirements of the Act, the 'access and disclosures' to which an employee is entitled include, but are not limited to, the review and copying of personnel file information; and, the correction or removal by mutual agreement of the District and employee of information in the file with which the employee disagrees, or if no such agreement can be reached, the employee's submission of a written statement regarding such information.

## **ARTICLE 3: Association Rights**

### **3.1 School Facilities**

The Association shall be provided the reasonable use of the following: a) school buildings for meetings; b) employee mailboxes where applicable, bulletin boards, inter-school internal communication; and c) school equipment, e.g., typewriters, duplicating machines, etc., as long as the Associations use of any of the foregoing does not interfere with or disrupt the operations of the District, and provided that the Association reimburses the District for the cost of all consumable supplies, or expenses for such use.

### **3.2 Board Packets**

The President of the Association shall be given a copy of the "Board Packet" or similar memoranda as distributed to the Teachers' Association and which excludes all confidential Board information, at least twenty-four hours prior to the scheduled time of any regular or special board meeting.

### **3.3 Board Minutes, Reports**

One copy of all Board Minutes and the Support Staff Personnel Report shall be mailed or given to the President of the Association.

### **3.4 Public Financial Information**

The Board agrees to furnish to the Association upon request all public information, which is available and already compiled concerning the financial resources of the District and such other non-confidential information as will assist the Association in processing any grievance or complaint or in preparing for negotiations.

### **3.5 Notification, New Employees**

The names, assignments and salaries of newly hired employees shall be provided to the representative designated by the Association within seven (7) calendar days after their employment. All salary information so provided shall be kept confidential by the Association.

### **3.6 Communications**

The Board agrees to furnish the Association President with the following reports on the following scheduled basis:

- A. A quarterly report of Support Staff Members "Current Month - New (Classification, Salary Schedule & Salary Step upon hire)" and "Current Month -Left"
- B. An annual list of all Association members reflecting the following information on each member (provided on November 1<sup>st</sup> when Seniority List is provided to employees)

Seniority on 11/1	Years in District	Personnel Hire Date	Employee Name	Classification	Category	# Days Worked	# Hours Worked
14/5	13.83	08/1/91	Jane Doe	Generalist	B	201	8

### **3.7 Printing of Agreement**

The Board shall be responsible for printing the final collective bargaining agreement entered into between the Board and the Association, and shall provide the Association with sufficient copies of the Agreement per year for the duration of the contract. The Board shall also provide a copy of the Agreement for each employee at the onset of employment and whenever a new Agreement is printed.



## **ARTICLE 4: Employee Conditions**

### **4.1 Probationary Employment - New Employees**

All new employees shall be probationary employees. The probationary period for a new employee shall begin on the first day of employment and end sixty (60) calendar days thereafter. The Administration may, in its discretion, extend the probationary period by up to thirty (30) additional calendar days if any portion of the probationary period occurs when school is not in session for five (5) or more calendar days. Time not worked during a school recess or due to an unpaid leave of absence shall not count towards the probationary period, except as may be required by law.

### **4.2 Employee Discipline**

- A. No employee having completed the probationary period as defined in Section 4.1 shall be disciplined without just cause.
- B. When applying corrective discipline procedures, the District will not rely on personnel file disciplinary records documenting actions occurring more than four (4) years prior.
- C. Employees shall be entitled to the right of representation noted in Section 2.5 of this agreement.
- D. The District agrees with the tenets of progressive and corrective discipline, including, but not limited to, oral reprimand, written reprimand, suspension with or without pay, and discharge. The degree of penalty to be administered by the District in a particular case shall be progressive and based upon the seriousness of the offense. The District reserves the right to skip any particular step of the progressive/corrective discipline alternatives and choose the appropriate action, when it is determined that an employee has engaged in gross misconduct (e.g. criminal activity, sexual misconduct, illegal substance abuse, alcohol use while on duty, theft, fraud, etc.).

### **4.3 Seniority**

Seniority shall be defined as length of continuing service in Community High School District 94, beginning with the employee's first compensable day of service as a permanent employee with the District; provided, however that (i) unpaid leaves of absence or periods following resignation of ninety (90) calendar days or more shall not be credited toward accrued seniority, and (ii) leaves of absence or periods following resignation of less than ninety (90) calendar days shall not constitute an interruption or break in continuing service for seniority purposes. In cases of a tie, seniority shall be determined by the earlier first compensable day of service with the District. If the first compensable day of service with the District is the same for two or more employees, seniority shall be determined by lot drawn as soon as possible on or after the first day of compensable service.

### **4.4 Seniority List**

Not later than November 1 of each school term, the Superintendent or his/her designee shall post a tentative listing, by categories of position, as determined by the Board, setting forth the seniority of all regularly employed District employees. The listing shall provide the following information for each such employee:

- Name
- Category of Position
- Date of hire [permanent employment; not including temporary assignment(s)]
- As of November 1, total years in District

Employees who are currently employed in more than one category of position shall be listed in each category.

Each employee shall have fourteen (14) calendar days from the date of posting of the tentative list to file specific written objections with the Superintendent, or his/her designee, to the information contained in the list. Failure of the employee to make a timely objection shall be deemed to be an acceptance of his/her placement on the seniority list; the employee shall be prohibited thereafter from challenging his/her seniority in any category of position until the posting of a seniority list in the following year. The Superintendent, or his/her designee, shall review and consider any objection and inform the employee of his/her decision within seven (7) calendar days of its receipt. Within seven (7) calendar days of the Superintendent's decision or the deadline for such decision, whichever occurs first, the employee may file a written appeal to the Board of Education. The Board shall issue its decision within thirty (30) calendar days.

#### **4.5 Bumping**

An employee honorably dismissed may bump the employee with the least seniority in a classification in the same pay grade or in a lower pay grade, if the bumping employee has more seniority than the employee he will bump has previously worked in that job classification, or is qualified to perform the functions of an employee in such classification, immediately, without training or break-in; provided that, if the employee is eligible to bump into more than one (1) classification, the Administration shall determine the classification into which the employee will be permitted to bump, so long as the straight-time rate of pay for such classification is not less than the straight-time rate of pay for another classification into which the employee is eligible to bump.

#### **4.6 Vacancies, Transfers, and Promotions**

A vacancy occurs whenever a current or newly created bargaining unit position exists and cannot be filled from employees returning from leave of absence to the vacated position; employees by seniority who have recall rights pursuant to a reduction in force; or employees being assigned and reassigned within that building.

- A. Vacant positions shall be posted via the District website and sent to all employees via District 94 e-mail. In addition, positions shall be posted in hard-copy format in the faculty lounge. No such position shall be permanently filled until it has been posted for at least five (5) work days.
- B. Current employees desiring to voluntarily transfer to open positions/shifts will be given right to transfer provided job qualifications are met. In the event a request to fill a vacancy by transfer is refused, the employee may request a meeting with the Superintendent or his/her designee, and any other administrator(s) involved to discuss why the requested transfer has not been granted, or in lieu of such meeting shall receive written notice detailing reasons for the denial.
- C. No employee shall be involuntarily transferred during the school year until the District makes an effort to relieve the situation giving rise to the transfer through means not requiring involuntary transfers. If there is an involuntary transfer, the employee involved may request a meeting with the Superintendent or his/her designee, and any other administrator(s) to discuss why the change is being implemented. Such meeting will occur within ten (10) work days of a request by an employee.
- D. In the event of a transfer or reassignment, the Board will make a reasonable, documented effort to minimize such moves.
- E. When potential transfers or reassignments are considered by the Administration, such change may be informally discussed with the employee or employees involved without prejudice to either party.
- F. In the event of an assignment change, an employee shall be given written formal notice of his/her anticipated assignment for the forthcoming school year prior to the end of the preceding school year. In the event a transfer is made, the employee shall be offered the opportunity of a conference with the Superintendent or his/her designee.
- G. An employee shall not be required, except in an emergency, to work outside the primary parameters of his/her current position.

#### **4.7 Reduction-In-Force and Recall Procedures**

If the Board of Education decides to decrease the number of regularly employed educational support personnel employees employed or to discontinue some particular type of educational support service, the Board shall first dismiss, within the respective category of position, the employee with the least seniority as defined in Section 4.3 of this Agreement. Employees who are removed or dismissed shall receive a written notice of honorable dismissal in accordance with Section 10-23.5 of the Illinois School Code, or its successor. In the event that an employee is honorably dismissed due to a Reduction-In-Force, written notification shall be provided to the president of the Association within two (2) business days of the employee's notification.

If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force, the Board shall offer the vacant position to the employee with the most seniority on the recall list who was dismissed from the same category of position and is qualified to hold the position. To be "qualified" for a position, an employee must meet all of the requirements for the position, including any prerequisites established by the Board for employees in a particular category of position. An employee's failure to maintain the necessary qualifications for a particular category of position will result in a waiver of recall rights to any vacancy arising in such category during the recall period. Any recalled employee shall retain his/her previously accumulated seniority and sick leave but shall not accrue additional seniority or sick leave for the period after the honorable dismissal and prior to re-employment.

To be eligible for recall, an honorably dismissed employee must provide to the Board, in writing, prior to the last day of the school term of dismissal, the address where the employee may be reached. The employee must also notify the Board, in writing, within fourteen (14) calendar days of the Board's mailing of the notice of vacancy, or within seven (7) calendar days of the employee's receipt of the notice, whichever shall first occur, of the acceptance of any vacant position offered to the employee during the recall period. The employee's failure to timely notify the Board of acceptance of any vacancy shall constitute rejection of the offer of employment. Any employee who rejects an offer of an available position in any category of position in which s/he is qualified shall be deemed to have waived his/her recall rights under Section 10-23.5 of the Illinois School Code, or its successor, and will no longer be eligible for any other vacant positions that become available during the recall period.

The foregoing shall not preclude the Board, in its discretion, from assigning or transferring employees to positions for which they are qualified

#### **4.8 Work Day/Work Week/Work Year**

##### **A. Normal Work Hours**

Normal work hours shall not exceed 40 hours per week nor 8 hours per day except as may be determined by the Administration for any student recess period, or if circumstances necessitating a different work week or day exist.

##### **B. Normal Work Week**

1. The normal work week shall be Monday – Friday, except as set forth below, or as may be determined by the Administration for any student recess period, or if circumstances necessitating a different work week or day exist.
2. Custodial/maintenance employees shall work 8 hours per day Monday - Friday or Tuesday – Saturday, as determined by the Administration. Employees employed at the time of the effective date of this agreement shall not be required to change from a Monday- Friday work week to a Tuesday - Saturday work week.

3. The Administration shall develop work schedules and distribute the same no later than April 1st of each year. An employee shall be given at least two (2) weeks' notice of any change in his/her work schedule.

C. Normal Work Year

Normal work year for full time 12 month employees shall be at minimum 240 work days and holidays as detailed in section 6.8. A normal work year for a full time 9 or 10 month employees shall be at minimum 182 work days and at maximum 194 work days and holidays as detailed in section 6.8.

#### **4.9 Lunch Periods and Breaks**

- A. Employees who work in excess of five clock hours per day shall be entitled to a thirty minute duty free unpaid lunch period, scheduled by his/her supervisor, all as added to the normal work day, except as may be the practice at the time of the effective date of this agreement.
- B. Each employee shall be entitled to a paid fifteen minute break for every four (4) hours worked. This shall not apply to Program Assistants who shall take their breaks at the beginning and end of the work day. In practice, this shall result in Program Assistants working 7.5 hours, taking a thirty minute, unpaid, duty-free lunch, and being paid for 8 hours of work.
- C. Lunch and break periods will be assigned by the employee's supervisor; however, the employee may request and, upon the approval of his/her supervisor, take lunch and break periods in an alternate manner.
- D. If an employee is required to surrender his/her duty-free lunch, and work in lieu thereof, he/she shall be paid at their normal hourly rate for all work not in excess of forty (40) hours.
- E. An employee may leave the building during assigned work hours after approval is obtained from the immediate supervisor or principal.

#### **4.10 Identification of Shifts**

The first shift will commence between 6:00 a.m. and 9:00 a.m. The second shift will commence between 12:00 p.m. and 4:30 p.m. The third shift will commence between 11:00 p.m. and 1:00 a.m. The District retains the right to change the time periods within which shifts will commence provided that the District gives the Association at least two (2) weeks' notice of any such change.

#### **4.11 Overtime**

- A. Employees shall be paid overtime pay at time and one-half for any assigned or approved time worked, which exceeds 40 hours per week. Where an employee does not work and receives paid sick leave, vacation leave, personal leave, union leave, or other leave time, this time shall not count in calculating the employees work hours for purposes of paying overtime; however, staff non-attendance days, paid holiday time, paid jury duty leave, and emergency dismissals beyond the control of the employee shall count in said calculation.
- B. Overtime may be assigned by the Administration to an employee within his/her normally performed range of duties or for duties for which the supervisor determines the employee is qualified to perform. A classified employee may not be assigned overtime in a certified position in the District. Except in an emergency situation, the Administration will rotate overtime work among employees determined by the Administration to be qualified to perform such work first by utilizing the volunteer list (which is posted) and then utilizing employees who do not volunteer for such overtime work. Failure of a volunteer employee to accept overtime will result in the placement of the employee's name at the bottom of the volunteer list. Employees volunteering for overtime shall be placed on a rotation list by seniority in their department. The Administration shall determine the need for overtime work and nothing in this Agreement

shall be deemed to guarantee bargaining unit employees overtime work.

- C. Barring emergency and unforeseen needs, overtime opportunities shall be publicized a minimum of 2 work days in advance to enable equitable access to overtime available.
- D. All overtime pay must be submitted on a time sheet to the department administrator or campus principal in accordance with business office procedures for processing payroll.
- E. All changes in an employee's time sheet must be initialed by the supervisor, administrator or principal, and the employee.
- F. No employee may work and be compensated for overtime work without the approval of his/her supervisor.
- G. Emergency situations resulting in overtime pay will follow the contractual expectations listed in Section 4.12

#### **4.12 Emergency Overtime Situations**

School closings by the Administration: employees whose services are deemed to be needed by Administration will be notified that they are required to report to work.

- A. On days when school is closed, said employees who report to work will be paid time and a half for hours worked.
- B. On days when school was open, workers called to remain after the school closing shall be paid time and a half for hours worked.

#### **4.13 Rate of Pay for Temporary Transfers**

An employee who is temporarily transferred to another job classification with a lower hourly rate of pay shall continue to be paid at the hourly rate of pay for his/her current job classification. In the event that the temporary rate of pay is greater than the current rate of pay, the employee shall receive the temporary rate of pay for the actual hours of work in the temporary position. This shall only apply in the event that more than eight (8) cumulative hours are worked in the temporary position.

#### **4.14 Long-Term Temporary Positions**

- A. The Board shall retain the right to create and hire staff for all positions. Employees shall not be displaced by non-bargaining unit persons by way of the creation of "temporary positions" within the District. In the event that the Board finds it necessary to create a temporary position, Administration shall notify, in writing, the President of the Association, or his/her designee, prior to posting the position.
- B. For the purpose of this Agreement, a temporary employee shall be defined as a person who is hired into a position on a long-term basis not to exceed one calendar year. If said position/person exceeds one calendar year, the position must be returned to the Bargaining Unit. The exceptions to this are persons who are hired to:
  - 1. Replace employees who are absent due to illness, work-related injury, leave of absence, or child rearing leave.
  - 2. Cover positions for employees during temporary transfers or promotions.
  - 3. Seasonal workers.
- C. Long-term Temporary positions, if retained past one calendar year and/or converted to a permanent position, shall be posted as specified in Board policy. If a temporary employee should successfully be hired in a permanent position covered by this Agreement, the employee shall become a member of the bargaining unit upon permanent employment
- D. Temporary employees shall earn no seniority rights, shall not be permitted to join the bargaining unit, and shall not be entitled to the fringe benefits afforded to permanent employees. In addition, temporary

employees shall be understood to retain temporary status, and the decision for termination shall remain at the sole discretion of the Board.

- E. Should the temporary employee be hired for a new position, or any other position, his/her pay grade shall be established by Administration in accordance with Section 7.2 of this agreement upon hiring. In addition, he/she shall undergo a probationary period as specified in Section 4.1 of this agreement. Finally, his/her seniority shall begin with his/her hire date for the permanent position.
- F. The temporary employee may apply for a permanent position in the bargaining unit under the same conditions as other employees.

#### **4.15 Uniforms**

An employee required by the District to wear a uniform at work shall be provided five (5) shirts and five (5) pairs of slacks on first day of employment after completion of probationary period of employment. The employee shall be responsible for the cleaning of all uniforms, and the replacement of any uniforms lost by the employee. The District will annually make an allotment for replacement of shirts and/or slacks.

#### **4.16 Evaluations**

- A. By September 15 of each school year or within two (2) weeks of employment, each employee shall be advised by his/her supervisor of the evaluation procedures, expectations, standards of performance, and given a copy of the appropriate job description.
- B. Employees shall be provided informal feedback on an ongoing basis, however significant or ongoing performance deficiencies will be provided in writing to the employee. In addition, employees shall annually be provided with a written evaluation by their immediate supervisor and/or the appropriate administrator, who shall meet with them to discuss the evaluation.
- C. A copy of the written evaluation shall be given to the employee being evaluated. The employee shall have the opportunity to sign the evaluation report that is to be placed in the employee's personnel folder.
- D. The employee's signature does not mean that the employee agrees with the evaluation. The employee shall be able to respond and/or dispute in writing to any and all of the evaluation within twenty (20) work days of receipt of the evaluation and have said response attached to the evaluation in the personnel folder.
- E. The evaluation instrument shall include, but not be limited to, those duties enumerated in the job description.

### **ARTICLE 5: Leaves of Absence**

#### **5.1 Accounting Period**

The accounting period for all leaves shall be the fiscal year July 1 to June 30.

#### **5.2 Sick Leave**

At the time of employment, each employee shall be granted thirteen (13) days of sick leave with full pay. Sick leave shall be taken in one-quarter (1/4) day increments. For each year of employment thereafter, each full-time educational support employee shall be entitled to thirteen (13) days of sick leave with full pay, accumulative to the maximum numbers of days which, upon retirement, may be transferred for additional service credit to the Illinois Municipal Retirement Fund, or its successor. Each part-time employee shall receive sick leave pro-rated on the basis of the employee's percent of part-time employment.

Sick Leave may be granted for the following reasons:

- A. Personal illness of the employee
- B. Quarantine at home
- C. Illness of a child, parent or legal guardian, brother, sister, aunt, uncle, sister-in-law, brother-in-law, grandchild, grandparent, daughter-in-law, or son-in-law of the employee or his/her spouse or any member of the employee's immediate household.

After an absence of three (3) consecutive days for personal illness or, in the case where the misuse of the sick leave policy seems apparent, the Board of Education may require a physician's certificate, or, if the treatment is by prayer or spiritual means, the statement of a spiritual advisor or practitioner of the employee's faith as a basis for granting paid sick leave.

If an employee is unable to report to work due to personal illness or serious illness or death in the immediate family, as defined in Section 6.3 below he/she should use the building procedure for reporting an absence.

### **5.3 Bereavement Leave**

Three (3) days of bereavement leave shall be granted for the death of a member of the employee's immediate family (child, parent, legal guardian, brother, sister, grandchild, grandparent, brother-in-law, sister-in-law, aunt, or uncle of an employee or his/her spouse or any member of the employee's immediate household). Arrangements for Bereavement Leave should be made through the office of the Human Resources Administrator.

Requests for Bereavement Leave for persons not covered here may be made to the Superintendent. Decisions on each request will be made on an individual basis, and shall be non-precedential. A decision to grant or deny such a request shall be final, non-reviewable and not subject to the grievance procedure of this Agreement.

Requests for more than three (3) days of Bereavement Leave may be made to the Superintendent or his/her designee. Decisions on each request shall be made on an individual basis, and shall be non-precedential. Bereavement Leave in excess of three (3) days shall be counted against sick leave. A decision to grant or deny a request for additional Bereavement Leave shall be final, non-reviewable and not subject to the grievance procedure of this Agreement.

### **5.4 Family and Medical Leave**

Educational support staff, at the request of the employee, are entitled to leave according to the terms of the Federal Family Medical Leave Act of 1993 (FMLA) subject to the provisions as outlined in Board Policy. Said Board policy, and the Act, shall not be considered part of this Agreement, and not subject to the grievance procedure of this Agreement. The employer shall not have the right to require an employee to use FMLA. No employee may combine an FMLA leave with a paid or unpaid leave of any kind without the permission of the Board.

### **5.5 Employee Assistance Program (EAP)**

The District shall provide, at District expense, a confidential employee assistance program (the terms of which shall be determined by the Board) to all of its employees.

### **5.6 Personal Leave**

Each employee shall be entitled to four (4) half days, to be used in one-quarter (1/4) day increments, of personal business leave per school year without loss of pay for matters which it would be unreasonable to expect the employee to handle during non-school days or hours. Unused personal leave shall accumulate up to three (3) days. One days of unused personal leave shall be carried over into the new fiscal year, and any remaining personal leave days shall be added to accumulated sick leave.

Personal leave shall be used only to transact personal business that cannot be accomplished except during school hours. Except in cases of emergencies, written notice requesting personal leave must be submitted to the employee's immediate supervisor and the Human Resources Administrator, or his/her designee, by 12:00 noon on the business day prior to the day on which the leave is requested. In an emergency, such notice specifying the reason for the leave shall be given as soon as feasible and shall also indicate the nature of the emergency. In case of an emergency request for personal leave, the Human Resources Administrator should be contacted.

Personal leave shall not be granted during a ten (10) work day period of any year, the specific dates of said period for each employment position (by classification) to be designated by the Board by April 1st of each year. If no such dates are so designated, then such leave will not be granted during the first five (5) or last five (5) employment days of any year, nor immediately preceding or following a school vacation or holiday. Provided, these restrictions shall not apply to religious holidays, emergencies, unavoidable legal business of a personal or family nature, or other appropriate circumstances as determined solely at the discretion of the administration (said determinations to be non-precedential, non-grievable and not otherwise subject to review).

If an employee certifies to the Human Resources Administrator, or his/her designee, that two (2) days of personal leave have been or will be used for taking part in religious observations or recognized religious holidays of his/her faith not otherwise scheduled as school holidays, a third day will be granted.

The days immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day, unless said immediately preceding or following day is missed due to an emergency, or said immediately preceding or following day is a religious holiday.

Personal leave shall not be utilized for recreation, participating in a work stoppage, or any activity which produced taxable income (other than capital gains).

## **5.7 Vacation**

Only regular twelve (12) month employees (240 or more days per year excluding paid holidays) shall be entitled to vacation days with pay, to be used in one-quarter (1/4) day increments. However, employees shall receive credit in the calculation of vacation for each year employed full-time between nine (9) and twelve (12) months in any given year. Employees will receive vacation according to the following schedule based on years of service.

New employees shall receive prorated credit as of July 1 of each year based on the following:

- A. Employees with less than one (1) year of district service will be awarded nine (9) or fewer prorated work days of vacation with pay depending upon the employee's month of hire (see table below).
- B. Employees with more than one (1) year of district service but fewer than five (5) years of district service will be awarded ten (10) work days of vacation with pay (see table below).
- C. Employees with more than five (5) years of district service but fewer than six (6) years of district service will be awarded a prorated number of work days of vacation with pay [between ten (10) and fourteen (14) days] depending upon the employee's month of hire (see table below).
- D. Employees with more than six (6) years of district service but fewer than nine (9) years of district service will be awarded fifteen (15) work days of vacation with pay (see table below).
- E. Employees with more than nine (9) years of district service but fewer than ten (10) years of district service will be awarded a prorated number of work days of vacation with pay [between fifteen (15) and nineteen (19) days] depending upon employee's month of hire (see table below).
- F. Employees with ten (10) or more years of district service will be awarded twenty (20) work days of vacation with pay.



Years of Experience In-District	Date of Hire (1 <sup>st</sup> of the Month)	Hire Months Encompassed for Pro-rata Days Accrued	District Experience as of July 1 at Accrual	Vacation Days Accrued
< 1	August		.92	9*
< 1	September		.83	8*
< 1	October		.75	7.5*
< 1	November		.67	6*
< 1	December		.58	5*
< 1	January		.50	4 *
< 1	February		.42	3 *
< 1	March		.33	2.5 *
< 1	April		.25	1.5*
< 1	May		.16	1.5 *
< 1	June		.08	1*
<b>1 – 4.99</b>	<b>as of July 1</b>		<b>1.0 – 4.99</b>	<b>10</b>
5 – 5.25	as of July 1	July, June, May, April	5 – 5.25	11
5.26 – 5.50	as of July 1	March, Feb, Jan	5.26 - 5.50	12
5.51 – 5.75	as of July 1	Dec, Nov, Oct	5.51 – 5.75	13
5.76 – 5.99	as of July 1	Sept, August	5.76 – 5.99	14
<b>6.0– 8.99</b>	<b>as of July 1</b>		<b>6.0 – 8.99</b>	<b>15</b>
9 – 9.25	as of July 1	July, June, May, April	9 – 9.25	16
9.26 – 9.50	as of July 1	March, Feb, Jan	9.26 – 9.50	17
9.51 – 9.75	as of July 1	Dec, Nov, Oct	9.51 – 9.75	18
9.76 – 9.99	as of July 1	Sept, August	9.76 – 9.99	19
<b>10+</b>	<b>as of July 1</b>		<b>10+</b>	<b>20</b>

\*Days are manually entered rather than automatically accrued by computer.

Vacation schedules shall be based upon the operating circumstances of each job classification. Selection of vacation time shall be at the mutual convenience of the District and employee in order that the business of the District is not disrupted by the absence of vacationing employees. Arrangements for vacation time shall be made by the employees with his/her supervisor, subject to approval by the Superintendent or his/her designee.

On or before April 1<sup>st</sup>, the District shall advise each eligible employee in writing of his/her earned vacation entitlement available for use in the twelve month period beginning July 1. No later than May 1, each employee shall advise his/her immediate supervisor in writing of his/her vacation date preference. Where two or more employees request the same or overlapping vacation dates which cannot be accommodated, seniority shall prevail so long as the senior employee's request was made prior to May 1. Requests made after the May 1 deadline shall be considered in the order in which they were received. For vacation purposes, seniority shall rotate from year to year so the same employee does not continually receive choice vacation dates.

Vacation received during a fiscal year may be used any time between the beginning of the fiscal year (July 1) and April 15 of the following fiscal year. In the event that the employee has not utilized his/her vacation days by this date, five days shall be converted into Sick Leave and shall be added to his/her accumulated Sick Leave Balance. Vacation Days in excess of the five days not utilized by this date will be forfeited.

**5.8 Holidays**

Employee	Holidays	Holidays - Provided it is an All School Holiday on a Work Day
A. Nine (9) or Ten (10) Months (182 to 194 days per year, excluding paid holidays)	Thanksgiving Day Christmas Day New Year's Day Memorial Day Labor Day ( if work schedule commences prior to Labor Day)	Columbus Day Veterans' Day Dr. Martin Luther King Jr's Birthday Lincoln's Birthday/President's Day Casmir Pulaski Day
B. Twelve (12) Months (240 or more days per year)	Independence Day Labor Day Thanksgiving Day Day after Thanksgiving Christmas Day New Year's Day Memorial Day (When New Year's Day, Independence Day, or Christmas Day falls on Saturday or Sunday, each twelve- (12) month employee scheduled to work the weekday before and the weekday after each holiday shall be granted his/her paid holiday on the preceding Friday or on the following Monday, as determined by the Superintendent.)	Columbus Day Veterans' Day Christmas Eve Day New Year's Eve Day Dr. Martin Luther King Jr.'s Birthday Lincoln's Birthday/Presidents' Day Casmir Pulaski Day

**5.9 Jury Duty**

- A. An employee called for jury duty or who has been subpoenaed as a witness may be granted a special leave to fulfill such duty at full pay.
- B. Compensation for jury duty will be submitted to Community High School District 94.
- C. An employee may, however, retain jury duty reimbursement for travel and other expenses incurred in performing such jury duty.

**5.10 Association Business Leave**

Association leave shall be limited to ten (10) days per school year with the Association paying the cost of providing a daily substitute if the District utilizes one. Association leave shall be used in at least one-half (½) day increments. The employee must notify his/her immediate supervisor five (5) days in advance of taking Association leave. Said leave request shall be signed by the Association President in addition to the regularly-obtained signatures on the Professional Leave form utilized by the District.

**5.11 Discretionary Unpaid Leaves of Absence**

A continuing employee may request, and the Board at its sole discretion may choose to grant, such employee a discretionary unpaid leave of absence as generally described in this Section. The granting or denial of any such leave shall not be deemed precedential in any respect, and the decision of the Board to grant or deny such request in whole or in part shall be final, non-reviewable and not subject to the grievance procedure of this Agreement. Employees who do not report to work after the denial of such a request may be subject to discipline, and including discharge.

Discretionary unpaid leaves of absence shall be no less than fourteen (14) calendar days and no more than the balance of the semester in which the request is made. The terms and conditions governing such request of leave, if granted, shall be as follows:

- A. The purpose of such leave may include the following:
  - 1. Educational purposes;
  - 2. Foreign, military, or governmental work;
  - 3. Health and hardship;
  - 4. Child rearing, whether by reason of maternity, child delivery, or adoption (except for Family and Medical Leave Act Leave);
  - 5. Any other reasons as determined solely by the Board.
- B. A leave request shall be submitted in writing to the immediate supervisor stating the following:
  - 1. The purpose or purposes for such leave,
  - 2. The requested commencement date and termination date,
  - 3. Any applicable supporting documents.
- C. The immediate supervisor shall make his/her recommendation regarding the leave request to the Superintendent and the Board.
- D. The Superintendent shall communicate to the employee the Board's acceptance or denial of said leave request within thirty (30) calendar days after the employee submits the leave request.
- E. All employees who are granted leaves shall return on the date specified in the leave request as approved by the Board. An employee's failure to return on such date shall be deemed to be his/her resignation from employment in the District in any capacity, effective immediately and without further Board action unless an extension to the leave has been requested of and granted by the Superintendent.
- F. Except for an employee returning from a Family and Medical Leave, job assignment upon return from leave shall proceed according to the following provisions. Return from a discretionary unpaid leave of more than twenty-one (21) calendar days in length shall not guarantee the employee his or her original job or assignment but the employee shall be returned to a position in his or her salary group. An employee returning from an unpaid leave of twenty-one (21) calendar days or less shall be guaranteed his/her previous job. However, in neither case shall the employee be exempted from the effects of any reduction or cutback which may be occurring at the time of the return from leave.
- G. Time of leave in excess of ninety (90) calendar days is not counted towards continuous service or employment by the Board and paid leave days shall not accrue during said leave, as permitted by law. The employee may make arrangements with the Illinois Municipal Retirement Fund for pension credit at his or her own expense, except as may otherwise be required by law. Any fringe benefit programs offered by the Board in whole or in part, may be continued at the employee's sole expense subject to approval of any third party provider of benefits then in effect.

## **5.12 Worker's Compensation**

Employees must notify their immediate supervisor in writing of any on-the-job injury as soon as possible, but no later than two (2) work days after the day of its occurrence, on a form provided by the District, except when an employee is hospitalized and is physically unable to do so, where said reporting must be as soon as possible.

Where an employee has reported the injury as set forth above, the following procedure shall apply where the employee is absent from work due to such injury: The employee may, at his/her option, utilize his/her sick leave benefits, if any, from the Board, provided that any workers' compensation award received by the employee during the period when the employee receives any sick leave benefits from the Board will be paid to the Board. Upon receipt of any workers' compensation award received by the employee, the Board shall restore two-thirds (2/3's) of any used sick leave to the employee's benefit.

## ARTICLE 6: Compensation

### 6.1 Payroll Deductions

Deductions from salaries will be made by the Board upon written request of the employee for annuities, Association dues, insurance and credit union.

### 6.2 Salary Ranges

The following shall be the salary ranges for positions in the Bargaining Unit for July 1, 2012 through June 30, 2014:

Category	Description	Minimum	New Hire Maximum	Maximum
A	Administrative Assistants, Specialists	\$13.99	\$16.37	\$28.44
B	Deans' Specialists	\$15.49	\$17.44	\$31.49
C	Clerks	\$11.01	\$12.88	\$22.37
D	Deans' Assistants	\$12.44	\$14.56	\$25.30
E	Program Assistants	\$11.01	\$12.88	\$22.37
E1	Program Assistants with a Degree*	\$11.51	\$13.38	\$22.87
F	Personal Care Assistants	\$12.01	\$13.88	\$23.37
F1	Personal Care Assistants with a Degree*	\$12.51	\$14.38	\$23.87
G	Personal Care Assistant/Job Coach	\$13.51	\$15.38	\$24.87
G1	Personal Care Assistant/Job Coach with a Degree*	\$14.01	\$15.88	\$25.37
H	Custodians, Groundskeepers	\$12.24	\$14.31	\$24.88
I	Maintenance	\$18.10	\$21.18	\$36.81

\*Employee holds an Associate's degree or better and provides evidence of the same to the Human Resources Office.

New employees will be hired at a wage commensurate with their previous experience not to exceed the "New Hire Maximum" noted above.

The following shall be the salary ranges for positions in the Bargaining Unit for July 1, 2014 through June 30, 2015:

Category	Description	Minimum	New Hire Maximum	Maximum
A	Administrative Assistants, Specialists	\$14.13	\$16.53	\$28.72
B	Deans' Specialists	\$15.65	\$18.30	\$31.80
C	Clerks	\$11.12	\$13.00	\$22.60
D	Deans' Assistants	\$12.57	\$14.70	\$25.55
E	Program Assistants	\$11.12	\$13.00	\$22.60
E1	Program Assistants with a Degree*	\$11.62	\$13.50	\$23.10
F	Personal Care Assistants	\$12.12	\$14.00	\$23.60
F1	Personal Care Assistants with a Degree*	\$13.12	\$14.50	\$24.10
G	Personal Care Assistant/Job Coach	\$13.62	\$15.50	\$25.10
G1	Personal Care Assistant/Job Coach with a Degree*	\$14.62	\$16.00	\$25.60
H	Custodians, Groundskeepers	\$12.36	\$14.46	\$25.13
I	Maintenance	\$18.29	\$21.40	\$37.18

\*Employee holds an Associate's degree or better and provides evidence of the same to the Human Resources Office.

New employees will be hired at a wage commensurate with their previous experience not to exceed the "New Hire Maximum" noted above.

#### A. Salary Increases

Each employee whose wage is less than the maximum wage in his/her category shall receive the following increases not to exceed the maximum wage:

2012/13 School Year: 2.50%

2013/14 School Year: 2.75%

2014/15 School Year: 2.00%

In the event that an employee would reach the maximum wage, he/she would receive the full salary increase percentage noted above for that year regardless of whether said increase raises the wage in excess of the maximum for that employee's category.

Employees must be hired and begin work by April 1 to receive the increase for the following year.

### 6.3 Salary Longevity Bonus

When an employee reaches the maximum wage, he/she shall be paid an annual bonus equal to a percentage of his/her annualized hourly wage or salary as noted below:

2012/13 School Year: 2.50%

2013/14 School Year: 2.75%

2014/15 School Year: 2.00%

Said bonus will be spread evenly among the employee's 24 paychecks. Said bonus shall not be considered part of the employee's base wage and as such, shall not compound. Said bonus shall be paid beginning with the year the employee is no longer eligible for any salary increases as noted in Section 7.2 A because he/she reached the maximum wage.

### 6.4 Retirement Stipend

A member of the bargaining unit who submits an irrevocable notice of retirement to the Board at least three (3) months in advance of his/her planned retirement date shall be eligible for the following one time stipend to be paid on the employee's last paycheck:

For employees who retire on or before June 30, 2013, employees with fifteen (15) or more years of service, \$400 per year of service up to a maximum stipend of \$8000.

For employees who retire on or before June 30, 2014, employees with fifteen (15) or more years of service, \$325 per year of service up to a maximum stipend of \$7000.

For employees who retire at any time after July 1, 2014, employees with fifteen (15) or more years of service, \$250 per year of service up to a maximum stipend of \$6000.

Upon ratification and approval of this agreement leaving fewer than three months between ratification/approval date and the final work day for the member of the bargaining unit for the 2012/13 school year, a member of the bargaining unit wishing to retire on or before June 30, 2013 may submit an irrevocable notice of retirement to the Board by April 11, 2013 and be eligible for the Stipend in this section.

For the purpose of this contractual provision, "years" shall be defined as consecutive calendar years. In addition, "years" refers to years worked; an unpaid leave of absence of ninety (90) or more business days, other than Family and Medical Leave, shall not be counted towards the years worked for the purpose of this section.

## ARTICLE 7: Insurance

### 7.1 Insurance Program

The Board shall provide group hospitalization/major medical insurance and group dental insurance to full-time educational support personnel and to those part-time educational support personnel who work more than twenty (20) hours per week at their position [the amounts below shall be prorated for part-time employees]:

Employees whose first day of employment is on or after July 1, 2013 may only elect coverage under PPO2, PPO3, or HMO2.

- A. The following chart shall define the percentage of insurance premiums to be paid by the full-time employee and the Board:

Plan	July 1, 2012 – June 30, 2013		July 1, 2013 – June 30, 2014		July 1, 2014 – June 30, 2015	
	Single Coverage (BOE/ Employee)	Family Coverage (BOE/ Employee)	Single Coverage (BOE/ Employee)	Family Coverage (BOE/ Employee)	Single Coverage (BOE/ Employee)	Family Coverage (BOE/ Employee)
PPO1	75%/25%	75%/25%	70%/30%	70%/30%	70%/30%	70%/30%
PPO2	85%/15%	85%/15%	85%/15%	85%/15%	80%/20%	80%/20%
PPO3 (HSA)	85%/15%	85%/15%	85%/15%	85%/15%	85%/15%	85%/15%
HMO1	85%/15%	85%/15%	85%/15%	85%/15%	85%/15%	85%/15%
HMO2	85%/15%	85%/15%	85%/15%	85%/15%	85%/15%	85%/15%

- B. Health Savings Account Establishment Funding

For employees who are members of the District 94 insurance program at the time of contract ratification and elect PPO3 during the insurance open enrollment period immediately following the ratification of the 2012 – 2015 contractual agreement, the Board shall make a one-time contribution to the employee’s Health Savings Account in the amount of \$1,000.

- C. Cost-Savings Incentive

Employees electing to move to a less expensive plan as set forth below during the insurance open enrollment period immediately following the ratification of the 2012 – 2015 contractual agreement shall receive a one-time incentive payment to be paid on their July 15, 2013 paycheck.

PPO1 to PPO2, PPO3, HMO1, or HMO2      \$500

PPO2 to PPO3, HMO1, or HMO2      \$500

Said incentive payment shall be in addition to the Health Savings Account Establishment Funding amount above.

Employees who elect to move to a more expensive plan during the following year agree to repay the incentive (\$500) the District in the form of payroll deduction over the following 6 months. Employees who elect to move to a more expensive plan during the second year following agree to reimburse half of the incentive (\$250) to the District in the form of payroll deduction over the following 6 months.

The Board shall also make available group long-term disability, group accidental death and dismemberment (ADD) and group term life insurance to full-time educational support personnel and part-time educational support personnel who work more than 50% of the year at their position, with benefits and employee premium contributions thereunder being provided and required on the same basis as such benefits and employee premium contributions are provided to or required of the certified teaching staff. Employee participation in such group long-term disability, ADD and life insurance plans is optional.

Two Association members, chosen by the Association, shall be permanent representatives to the Insurance Committee formed between the Board and the West Chicago High School Teachers' Association, Inc. In addition, three Association members, chosen by the Association, shall be members of the Insurance Committee formed during the 2006/2007 school year between the Board and the West Chicago High School Teachers' Association, Inc., for the purpose of evaluating insurance options for the District.

## **ARTICLE 8: Section 125 Salary Reduction Plan**

### **8.1 Salary Reduction Plan**

The Board shall maintain a salary reduction plan which meets the requirements of Section 125 of the Internal Revenue Code of 1986, as amended (Code"). If at any time Code Section 125 or its related regulations are amended, the parties shall promptly revise the plan to comply with the amendment(s). An employee may elect to participate by choosing to receive benefits for the purposes set forth below, and in the amounts specified. The total amount elected shall be deducted from each employee's compensation along with the deduction of contributions to the Illinois Municipal Retirement Fund which may be required on such salary reduction plan payments.

Prior to the beginning of the plan year (which begins January 1 of each year), each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- D. Premiums for group health insurance.
- E. Reimbursement for the amount of medical care expenses not covered by insurance or otherwise, as defined in Code Section 213, up to a maximum of two thousand, five hundred dollars (\$2,500.00).
- F. Reimbursement for dependent care assistance as defined in Code Section 129, up to a maximum of five thousand dollars (\$5,000.00) or two thousand, five hundred dollars (\$2,500.00) if a married participant files a separate return.

The amounts designated may not be changed during the plan year except on account of a change in the participant's family status or other circumstance provided in Code Section 125 or its related regulations. Any amount designated for reimbursement which remains unused at the end of a plan year shall be forfeited and not otherwise paid to the employee during that year, or carried over to a succeeding plan year.

The total amount(s) of the benefits elected pursuant to the plan shall be deducted in equal amounts from the employee's salary payments during the plan year, unless otherwise specified.

Claims for reimbursement may be submitted no more than once per month, unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

## **ARTICLE 9: Management Rights**

### **9.1 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 for and the right:

- A. To maintain executive management and administrative control of the School District and its properties and facilities and the 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, or their discipline, dismissal, or demotion, their assignment,

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 thereto.
- E. To subcontract work not regularly performed by bargaining unit employees, and to subcontract work performed by bargaining unit employees on an emergency, temporary, or occasional basis where such subcontracting does not result in a layoff or a reduction in the normal work hours of bargaining unit employees. Any subcontracting relationship shall not be interpreted to invest in the subcontractor (or its agents) the status of assignee(s) of the rights of this Agreement or the status as a co-employer(s) with the Board.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board shall be limited by the specific and express terms of this Agreement and the provisions of the Illinois Educational Labor Relations Act.

## **ARTICLE 10: Grievance Procedure**

### **10.1 Definitions**

- A. A Grievance is a claim by the Association, a group of employees, or an individual employee that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement.
- B. Immediately-Involved Supervisor: An immediately-involved supervisor is the administrator, division head, and/or department chairman responsible for the action that gave rise to the grievance.
- C. Aggrieved person: An aggrieved person is the employee, group of employees, or the Association making the claim.

### **10.2 Time Limits**

As used herein (Article 10) "day" shall mean employee work day except that between school terms "day" shall mean days on which the District business office is open.

### **10.3 Informal Procedure**

Since the purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level and to keep the proceedings as informal and confidential as may be appropriate at any level of the procedure, nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, as outlined in Board policy, and have the Grievance adjusted, provided that the Association has been notified and the adjustment is not inconsistent with the terms of the Agreement.

### **10.4 Formal Procedure**

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communication.

The Board recognizes the right of the Association to designate its grievance committee and principal grievance representative. At least one grievance committee representative shall be present for any meetings, hearing, appeals, or other proceedings relating to a grievance, which has been formally presented. When requested by the aggrieved person, the grievance representative may intervene to assist in the resolution. However, should such informal processes fail to satisfy the Aggrieved person or the Association, it shall be stated in writing by the Aggrieved



Person that it is unresolved and proceed to Step 1, then a grievance shall be processed as follows:

Step 1: A grievance must be filed within twenty (20) days following the date on which the action being grieved became known, or could reasonably be expected to have been known, to the grievant. The Aggrieved Person or the Grievance Committee of the Association shall present the Grievance in writing to the Immediately-Involved Supervisor who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Aggrieved Person, the Association representative, and the Immediately-Involved Supervisor shall be present for the meeting. The Immediately Involved Supervisor must provide the Aggrieved Person and the Association with a written answer on the Grievance within six (6) days after the meeting. Such answer shall include reasons upon which the decision was based. The filing of the Grievance at this step shall occur within ten (10) days after failure to reach agreement under Section 10.3 above.

Step 2: If the grievance is not resolved at Step 1, then the Grievance Committee shall refer the Grievance to the Immediately-Involved Supervisor's Supervisor (e.g. for the Maintenance Supervisor, this would be the Director of Business Services; for a Special Education Coordinator, this would be the Director of Special Education; etc.) within six (6) days after receipt of the Step 1 answer or within ten (10) days after the Step 1 meeting, whichever is the latter. The Immediately-Involved Supervisor's Supervisor shall arrange for a meeting with the representative of the Association's Grievance Committee to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and advisors, as it deems necessary to develop the facts pertinent to the Grievance. Upon conclusion of the hearing the Immediately-Involved Supervisor's Supervisor will have six (6) days in which to provide his/her written decision to the Association. Should the Immediately-Involved Supervisor's Supervisor be the Superintendent, Step 2 shall be omitted.

Step 3: If the Grievance is not resolved in Step 1 or Step 2 as applicable, then the Grievance Committee shall refer the grievance to the Superintendent within six (6) days after receipt of the Step 1 or Step 2 answer as applicable, or within ten (10) days after the Step 1 or Step 2 meeting, as applicable, whichever is the latter. The Superintendent shall arrange for a meeting with the representative of the Association's Grievance Committee to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and advisors as it deems necessary to develop facts pertinent to the Grievance. Upon conclusion of the hearing, the Superintendent will have six (6) days in which to provide his/her written decision to the Association.

## **10.5 Arbitration**

If the Association is not satisfied with the disposition of the Grievance at Step 3 or the Step 3 time limits expire without the issuance of the Superintendent's written answer, the Association may submit the Grievance to arbitration. The arbitrator's opinion and award shall be final and binding on the Association and the Board. If a demand for arbitration is not filed within thirty (30) days of the date from the Superintendent's Step 3 reply, then the Grievance will be deemed withdrawn.

An arbitrator shall be selected by the mutual agreement of the parties. If no such agreement can be reached, the Grievance shall be processed under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as administrator of the proceedings so long as such Rules are consistent with this Agreement, and an arbitrator shall be selected from the AAA as described below:

- A. A list of seven (7) arbitrators shall be secured from the arbitration service, provided that such list shall not include a resident of District 94.
- B. Selection of the arbitrator shall be made by the parties from the list supplied as determined above. Final selection of the arbitrator shall be made by the parties alternatively striking a name from the list until one (1) name remains and this person shall serve as arbitrator. The party eligible for the first deletion shall be determined by chance.

- C. If the final arbitrator named is unable to serve, the parties shall request a new list from AAA.
- D. The arbitrator shall have no power to alter the terms of this Agreement. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA expenses will be divided equally between the Board and the Association. Should either party request a transcript of the proceedings, then that party will bear the full costs for that transcript. Should both parties order a transcript, then the cost of the two transcripts will be divided equally between both parties.

## **10.6 Association Representation**

The Board acknowledges the right of the Association's grievance representative to participate and state the Association's views in the processing of a Grievance at any level for any employee and no employee shall be required to discuss any Grievance if the Association's representative is not present.

## **10.7 Agreement to By-Pass Steps**

Provided the Association and Superintendent, at the request of the Immediately-Involved Supervisor, agree, Step 1, Step 2 and/or Step 3, of the grievance procedure may be by-passed and the Grievance brought directly to the next step.

## **10.8 Non-Reprisal**

No reprisals of any kind shall be taken by the Board or the school administrators against the Aggrieved Person, the grievance representative, the grievance committee, the Association or any other participant in the grievance procedure by reason of such participation. Nor shall reprisals of any kind be taken by the Association or members thereof against the Board of Education and/ or its representatives by reason of their participation in the grievance procedure.

## **10.9 Cooperation by Board**

The Board and the Administration will cooperate with the Association in the investigation of any Grievance, and further, will furnish the Association with the information upon which the Grievance is based.

## **10.10 Released Time**

Should the investigation or processing of any Grievance require that an employee or an Association representative be released from his/ her regular assignment, he/she shall be released without loss of pay or benefits. This section shall not be interpreted to apply to an employee who has been dismissed or suspended.

## **10.11 Records**

All documents dealing with the processing of a Grievance will be filed separately from the personnel files of the participants.

## **10.12 Withdrawal**

A Grievance may be withdrawn or resolved at any level without establishing precedent and if withdrawn shall be deemed as though never having been filed.

## **ARTICLE 11: Negotiation Procedures**

### **11.1 Negotiations**

Negotiations between the parties shall be conducted in accordance with the provisions of the Illinois Educational Labor Relations Act, or its successor.

### **11.2 Federal Mediation and Conciliation Service (FMCS)**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if impasse is declared. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

## **ARTICLE 12: Strikes and Lockouts**

### **12.1 Strikes and Lockouts**

During the term of this Agreement, the parties agree as follows:

- A. The Board shall not lock out any employee as an act in retaliation for or to gain advantage in negotiations, except if the Union and/or employees are on strike.
- B. The Association shall:
  - 1. not engage in a strike, withholding of services, slowdown, sick-in, or any other withholding of services;
  - 2. not engage in activities not otherwise protected by law which would disrupt the operations or administration of the Board.

## **ARTICLE 13: Terms of Agreement**

### **13.1 Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties.

### **13.2 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 on a ratified written amendment.

### **13.3 Separability**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, the parties shall immediately meet to negotiate the removal of the provision in question and the impact thereof. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## ARTICLE 14: Duration of Contract

### 14.1 Effective Date

This Agreement shall be effective retroactively as of July 1, 2012, and shall continue in effect through the end of the day on June 30, 2015.

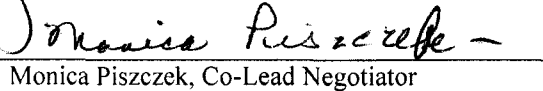
### 14.2 Successor Agreement

Bargaining shall begin on a successor agreement no later than March 15, 2015. Either party can initiate the request to begin the bargaining process.

IN WITNESS THEREOF:

For the West Chicago High School  
Support Staff Association, IEA-NEA

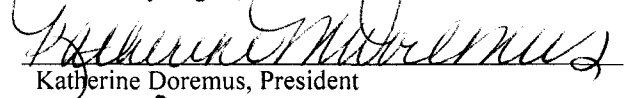
  
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Jean Steerups, President

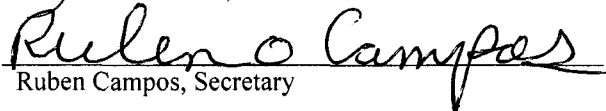
  
\_\_\_\_\_  
Monica Piszczek, Co-Lead Negotiator

  
\_\_\_\_\_  
Michael Stoner, Co-Lead Negotiator

April 2, 2013  
\_\_\_\_\_  
Date

For the Board of Education of  
Community High School District 94

  
\_\_\_\_\_  
Katherine Doremus, President

  
\_\_\_\_\_  
Ruben Campos, Secretary

April 2, 2013  
\_\_\_\_\_  
Date