

AGREEMENT

BETWEEN

**BOARD OF EDUCATION OF ELMHURST
COMMUNITY UNIT SCHOOL DISTRICT NO. 205
DU PAGE COUNTY, Illinois Federation of Teachers**

AND

**ELMHURST PARAPROFESSIONAL
AND SCHOOL RELATED PERSONNEL COUNCIL
LOCAL 571, IFT/AFT**

July 1, 2010 through June 30, 2013

TABLE OF CONTENTS

AGREEMENT	4	
ARTICLE I	RECOGNITION AND SCOPE	
1.1	Recognition	4
1.2	Scope.....	4
1.3	Implementation of Agreement	4
ARTICLE II	MANAGEMENT RIGHTS	
2.1	General Retention	4
2.2	No Strike	4
ARTICLE III	EMPLOYEE/UNION RIGHTS	
3.1	Union Dues	5
3.2	Fair Share	5
3.3	No Discrimination.....	6
3.4	Access to Information	6
3.5	Board Meetings	6
3.6	Use of Facilities	6
3.7	Bulletin Boards, Mail and Electronic Mail	6
3.8	Directory Listing.....	7
3.9	Integrity of the Bargaining Unit.....	7
3.10	Other Employment.....	7
3.11	Non-work Activities.....	7
3.12	Individual Contracts.....	7
3.13	New Employees	7
3.14	Probationary Period	7
3.15	Training.....	8
3.16	Discipline	9
3.17	Complaints against an Employee.....	9
3.18	Discipline Conference/Hearing.....	9
3.19	New or Changed Position Descriptions	10
ARTICLE IV	GRIEVANCE PROCEDURE	
4.1	Definition	10
4.2	Procedure	10
4.3	General Provisions.....	13

ARTICLE V	HOURS OF WORK/OVERTIME	
5.1	Work Hours and Work Days.....	14
5.2	Severe Weather	14
5.3	Emergency Late Start.....	14
ARTICLE VI	LEAVES	
6.1	Sick Leave.....	14
6.2	General Leave	14
6.3	Jury Duty Leave	15
6.4	Bereavement Leave.....	15
6.5	Personal Leave	15
6.6	Union Leave.....	15
6.7	Family & Medical Leave	15
ARTICLE VII	HOLIDAYS AND VACATIONS	
7.1	Days Observed.....	16
7.2	Vacation Allotment.....	16
7.3	Full-time Ten-Month Employees.....	17
ARTICLE VIII	EVALUATION	
8.1	General Format	17
8.2	Evaluation Reports.....	17
8.3	Personnel Files	19
8.4	Administrative Evaluation	19
ARTICLE IX	ASSIGNMENT/VACANCIES/LAY-OFF	
9.1	Assignment	19
9.2	Notice of Vacancies	19
9.3	Lay-off Due to Reduction in Force.....	19
9.4	Transfers	20
9.5	Promotions	20
9.6	Internal Substitution	21
ARTICLE X	COMPENSATION AND FRINGE BENEFITS	
10.1	Salary Schedule.....	21
10.2	Starting Pay.....	21
10.3	Overtime	21
10.4	Reclassification of Positions.....	22
10.5	Extended Absence Coverage	22
10.6	Substitute Cadre	22

10.7	IMRF Contribution	22
10.8	Health Insurance	23
10.9	Life Insurance	23
10.10	Annuity Program.....	23
10.11	Work Related Injuries	23
10.12	School Related Assault	24
10.13	Social Security and IMRF.....	24
10.14	Mileage Reimbursement	24
10.15	Property Loss	24
10.16	Retirement.....	25
10.17	Retirement Insurance Option	25
10.18	Stipend for Length of Continuous Service.....	26
10.19	Staff Development & Tuition Reimbursement	26
10.20	Summer School Compensation for Educational Assistants	27
10.21	Extra-Duty Assignments.....	27
10.22	Beyond Regular School Day Hours	27
ARTICLE XI	ADVISORY COMMITTEE	
11.1	District PSRP Advisory Team	27
ARTICLE XII	NEGOTIATION PROCEDURES	
12.1	Meeting	28
12.2	Impasse	28
ARTICLE XIII	AGREEMENT	
13.1	Entire Agreement/Amendment	28
13.2	Validity	28
13.3	Duration	29
Appendix A:	Salary Schedules.....	30
Appendix B:	Categories of Position by Classification.....	31

AGREEMENT

This Agreement is made and entered into by and between the Board of Education of Elmhurst Community Unit School District No.205, DuPage County, Illinois, hereinafter referred to as the "Board", and the Elmhurst Paraprofessional and School Related Personnel (PSRP) Council, Local 571, affiliated with the Illinois Federation of Teachers and the American Federation of Teachers, hereinafter referred to as the "Union."

ARTICLE I

RECOGNITION AND SCOPE

1.1 **Recognition.** The Board recognizes the Union as the sole and exclusive bargaining agent for the positions in the classifications listed in Appendix B of this agreement.

1.2 **Scope.** The Board and the Union agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment as required by law, provided that this obligation does not compel either party to agree to a proposal or to agree to a concession.

1.3 **Implementation of Agreement.** The Union and the Board or its designated representative shall, upon their mutual agreement to do so, meet within a reasonable time upon request of either party for the purpose of resolving questions concerning the implementation of this Agreement.

ARTICLE II

MANAGEMENT RIGHTS

2.1 **General Retention.** It is agreed that the Board shall have and retain all management rights and functions subject to the provisions of law and not specifically abridged by the provisions of the Agreement, including but not limited to the full and exclusive right to hire, fire, assign, promote, layoff, direct, discipline, transfer, suspend, evaluate, determine the qualifications of employees, assign job classifications, determine the extent and control the-operations of the District, make work rules, determine the methods, standards and extent of work, determine the content of job descriptions, and select and appoint supervisory personnel.

2.2 **No Strike.** During the term of this Agreement, in no event shall the Union or any of its members, agents, or any employees for any reason authorize, institute, aid or condone or engage in a slowdown, work stoppage, strike or picketing in any manner which would disrupt the operation of the schools, nor shall the Board lockout employees.

ARTICLE III

EMPLOYEE/UNION RIGHTS

3.1 **Union Dues.** The Board agrees that it shall, upon the written request of an employee, withhold from the compensation of that employee any dues payable by such employee to the Union. The Board shall transmit such withholdings to the Union on a monthly basis. Dues shall be withheld from each regular payroll period in an amount that is equal to the pro rata share of the annual dues payable to the Union. In like manner, the Board shall withhold from an employee's compensation any payment or contribution payable to the Union.

3.2 **Fair Share.** All PSRPs who are not members of the Union shall, thirty (30) days after this Agreement becomes effective, and thereafter, all newly hired PSRPs thirty (30) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member PSRP's and paid to the Union.

Non-member PSRPs who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to paragraph 1714(b) (1) of the Illinois Educational Labor Relations Act. Upon any such filing and notice of such to the Union, the Union shall place in an interest-bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made, pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

If a non-member PSRP declares the right of non-association based either upon bona fide religious tenets, or teachings of a church or religious body of which such PSRP is a member, such non-member shall be required to pay an amount equal to the PSRPs proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Union from a list compiled by the Union and the Board. If the affected PSRP and the Union are unable to reach an agreement on the matter, the PSRP may select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the

purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

Nothing herein shall prevent an employee from revoking his/her request for membership, by notifying the Board and Union, in which case his or her status will change to Fair Share.

3.3 **No Discrimination.** The Board shall not discriminate against any employee by reason of race, creed, color, marital status, sex, age, handicap or disability that does not affect job performance, national origin or Union membership. Any grievance filed under this section can be processed only through the Assistant Superintendent of Human Resource's level, Article IV, Step 4.

3.4 **Access to Information.** The Board agrees to give the Union President one copy of the following items as soon as approved:

- 3.3.1 Agenda
- 3.3.2 Official Board minutes of open meetings
- 3.3.3 Monthly budget summaries
- 3.3.4 Annual auditor's reports
- 3.3.5 Current fiscal budget
- 3.3.6 Policy manual and revisions
- 3.3.7 A list of all district-wide committees

In addition, the following will be made available to the Union President for inspection:

- 3.3.8 Statistical information, not including employees' names, pertaining to wages paid and present insurance coverage.

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

3.6 **Use of Facilities.** The Union shall have the right to use space within school buildings for Union meetings provided that: (a) the building principal is notified at least three days in advance of the meeting, (b) if such meeting results in additional maintenance or custodial expense, the Union shall pay the cost, and (c) such meetings are held during non-school hours and do not interfere with any facet of the school's educational, administrative or extra-curricular programs. Employees may not engage in any Union business during work time unless such Union business is Board or Administration generated.

3.7 **Bulletin Boards, Mail and Electronic Mail.** The Board agrees that the Union shall not be prohibited from using available bulletin board space in employees' lounges or other areas not regularly frequented by students or members of the public for the purpose of posting notices and other materials related to Union activities. All notices and materials that are posted are to be signed and dated by an authorized Union representative. At no additional

cost to the Board, and without disrupting the educational process of the district, the Union shall have the right to use school duplicating facilities, school telephones, employee mailboxes and district inter-building mail system for distribution of Union notices and communication. The Union may use the district's electronic mail system for Union communication which otherwise conforms to the District Acceptable Use Policy, provided however that mail addressed to the entire membership may only be sent by the principal officers of the Union (President, Vice-President, Secretary, Treasurer). Union building representatives may send mail to all of the members in their perspective buildings.

In each attendance center, the principal or other administrator shall designate one or more computer(s) which may be readily accessible by those members who do not have regular access to a District computer. The location of the computer or computers so designated will be posted on the bulletin board where other notices to employees are posted in the building. There is an expectation that each PSRP will utilize electronic means of communication to keep apprised of district information relevant to his/her employment.

3.8 **Directory Listing.** A listing of Union officers shall be included in the District 205 Faculty and Staff Directory.

3.9 **Integrity of the Bargaining Unit.** The District shall give notice to the Union President of all new positions as they are approved by the Board of Education, prior to advertising or posting notice of the position.

3.10 **Other Employment.** The Board agrees that an employee is free to make application for employment elsewhere. An employee may begin employment elsewhere after the giving of two weeks notice. An application placed with another prospective employer shall not in any way prejudice the applicant's status in his/her present position.

3.11 **Non-Work Activities.** Neither the Board nor the Administration shall make regulations (or take disciplinary action) that attempt to govern an employee's non-work related activities unless such activities interfere with the ability of the employee to appropriately perform his/her assigned duties and can do so without the disruption of the educational process.

3.12 **Individual Contracts.** Any individual employment contract between the Board and any employee covered by this Agreement will be drawn so as to indicate that it is subject to the provisions of this Agreement.

3.13 **New Employees.** The Assistant Superintendent of Human Resources shall notify the Union President in writing of all newly hired employees and any in-district transfers that may occur. Such notices shall be made as soon as possible after Board approval, and shall include the employee's name, job position, building location, hire date, classification and step.

3.14 **Probationary Period.** All newly hired employees shall be on probation for a minimum of one year. The probationary period shall include informal written evaluation by the employee's supervisor after 45 work days of employment and a formal written evaluation

by the employee's supervisor during the first 90 work days and again within the first 180 work days. Any unsatisfactory ratings during this period may lead to immediate termination. The probationary period may be extended for up to an additional 90 work days. During the probationary period, an employee may be disciplined or dismissed at the sole discretion of the Board.

3.15 **Training.** The administration and the Union recognize the importance of proper training for employees. To that end, the parties agree to the following:

a. **New Employee Orientation**

All PSRP new to the District shall be required to attend a New Employee Orientation to provide the employee with the knowledge of the job responsibilities and familiarization of District policy and personnel. The Orientation sessions will be available twice a year to coincide with the beginning of a new school year, and will be held in mid-August and in February. New employees will be required to attend one of these sessions.

When needed, new employees shall work with an existing employee at their assigned location for a minimum of one day when beginning a new assignment. If this is not feasible, collaboration time should be arranged with an appropriate staff member for the purpose of communicating expectations and responsibilities.

- b. **On-going training** Any PSRP who works regularly with, or is responsible for the supervision and/or assistance of, a student with a particular medical or physical need shall receive reasonable in-service and training in the techniques for servicing the student's need(s). The PSRP shall be informed by the teacher or other appropriate person of the specific needs of the student.

All PSRP's shall be scheduled to attend job specific training once a year. The training can be fulfilled at either off-site conferences, workshops or on-site video-conferencing and/or computer based training. The purpose of the ongoing training is to provide PSRP's the opportunity to grow professionally and provide increased expertise in fulfilling their job responsibilities.

Training programs may occur during regular school hours, on student non- attendance or after school on student attendance days. Training programs will be provided at District schools or other sites within the district when classified as "on-site" training.

PSRP's shall be paid their regular hourly rate for the time in which they are in attendance at all training sessions, with the exception of New Employee Orientations. Time worked in excess of 40 hours will be paid at the overtime rate.

Topics for PSRP training relevant to the PSRPs' duties in the district shall be mutually agreed upon by the administration and the Union on an annual basis.

PSRP's shall receive updated training with any new program implementation introduced by the District. If the position changes require a new skill or technological knowledge that the employee in the position does not possess, the employee shall be trained through some form of instruction at the District's expense to gain the necessary skill or knowledge to perform the job. An employee's salary increase shall not be withheld due to a negative performance evaluation based on a particular skill until she/he has had the requisite training.

3.16 **Discipline.** Non-probationary employees covered by this Agreement shall not be suspended or dismissed without the following fair process: notice of the specific grounds forming the basis for the disciplinary action (e.g., what misconduct is alleged, when and where it occurred, the name of the accuser(s)); a decision based on facts, after an investigation that provides the employee an opportunity to respond to allegations against him/her and to present his/her case, with union assistance if he/she desires it and progressive discipline. In situations involving serious misconduct, such as being at work under the influence to any degree of any intoxicant or drug, theft, inappropriate relationships with students, inappropriate physical contact with students or other staff members, or other similar infractions, the Employer shall not be required to follow progressive discipline. If a non-probationary employee is to be suspended or dismissed, the reasons for such action shall be given to the employee in writing.

An employee may file a grievance as to any suspension provided, however, that such a grievance may be processed only through Step IV of the grievance procedure. Upon request, any employee to be dismissed hereunder may request and receive a hearing before the Board of Education under the provisions of Step VI of the grievance procedures. The decision of the Superintendent as to a suspension or the Board as to a dismissal shall be final; neither decision may be taken to Step VII of the grievance procedure.

3.17 **Complaints Against an Employee.** Complaints against an employee shall be brought to the attention of the employee within a reasonable time after receipt of the complaint. Anonymous complaints or criticisms, or complaints not brought to the attention of the employee, shall not be used to discipline or evaluate an employee. Nothing prohibits such complaints or criticisms from forming a basis for the investigation of an employee's conduct or performance, so long as the investigation is completed within a reasonable period of time after receipt of the complaint.

3.18 **Discipline Conference / Hearing.** When an employee is required to appear before the Board or the Administration at any meeting or hearing called to discuss any matter that might lead to discipline or possible disciplinary action against the employee, the employee shall be entitled to have a Union representative of his/her choice present. The employee shall be informed in advance and in writing as to the purpose of the meeting or hearing. Except in circumstances warranting immediate action in which the health or safety of

any student or school employee is at risk, the administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the allegations made against him/her. If, after a disciplinary conference, an administrator takes disciplinary action against the employee, the administration shall provide the employee with written notification of the reason for the action.

3.19 **New or Changed Position Descriptions.** An accurate and up-to-date copy of job descriptions will be made available to all employees upon hire or position change. Whenever changes in a job description are needed, the Administration will provide such changes to the PSRP President and the affected employee for his/her review prior to finalization and implementation by the Administration.

Job descriptions shall be reviewed annually with the Assistant Superintendent of Human Resources and the District PSRP Advisory Team (DPAT). The final decisions as to what items are included in each job description will rest solely with Administration.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 **Definition.** A grievance is defined as an alleged violation of a specific article or section of this agreement or a misapplication of written BOARD policy. When school is not in session, the term "school days" will be defined as Monday through Friday working days.

4.2 **Procedure**

Step I - Informal

The parties agree that it is most desirable for an employee(s) and the employee's immediate supervisor resolve the problem informally. Accordingly, within ten (10) days, of the occurrence, an attempt to resolve problems informally should be made. The grievant shall have the right to be accompanied by a Union representative, selected by the grievant, and the Union President or his/her designee. If a grievance cannot be resolved informally, between the employee and the immediate supervisor within the ten (10) school days it may be processed in accordance with procedures listed in Steps II and III.

Step II

Within ten (10) school days of the occurrence of the events giving rise to the grievance, the grievant shall directly, or accompanied by a UNION representative, present the grievance and announce that the complaint registered is, in fact, a grievance. This presentation is to be given to his or her principal. Within ten (10) school days after the presentation of the grievance, the principal shall give his or her answer orally, or in writing, to the grievant and UNION President.

Step III

A. Within ten (10) school days of the oral or written answer, if the grievance is not resolved in Step I or II, it shall be stated in writing, signed by the grievant and presented to the principal. In the absence of the principal, the grievance should be presented to a reasonable alternate such as a building administrator with grievance material identified.

B. The statement of grievance shall follow this format:

1. Name(s) of the grievant(s).
2. Cite the article and section of the contract and/or BOARD policy allegedly violated.
3. Present the allegation; that is, the way in which the contract and/or BOARD policy was violated.
4. State succinctly the facts which support the allegation.
5. State the contention or the rationale with respect to the meaning of the citation and the facts which support the allegation of contract violation.
6. Indicate the specific relief requested.

C. The principal shall schedule a meeting to occur within seven (7) school days following receipt of the written grievance. The grievant shall have the right to be accompanied by a UNION representative selected by the grievant and the UNION President or his / her designee. Additional representatives may be included only with the permission of the principal. The meeting will be scheduled at a mutually agreed upon time between the principal and the Union representative. The principal shall preside as chairperson of the meeting. The principal may ask a staff member or administrator to be present at the meeting.

D. Within ten (10) school days of said meeting, the principal shall communicate his/her answer in writing to the grievant and the UNION President.

Step IV

A. If the grievance is not resolved in Step III, the UNION (but not the grievant) may, within ten (10) school days of receipt of the principal's answer, submit to the Superintendent or designee, a written statement of the grievance signed by the grievant. A copy shall be furnished to the principal.

B. The Superintendent, or his/her designee, shall schedule a meeting to occur within ten (10) school days following the receipt of the written grievance. The grievant shall have the right to be accompanied by the UNION President or his/her designee. The grievant may also have one other UNION designee who has some general responsibility for dealing with grievances throughout the District. The Superintendent, or his/her designee, shall preside as chairperson of the meeting and may ask a staff member or administrator to be present at the meeting. The meeting shall be scheduled at a mutually agreed upon time.

C. The Superintendent or designee shall give the grievant and the UNION President an answer, in writing, no later than ten (10) school days after said meeting. If further investigation is needed, additional time may be allowed by mutual written agreement of the Superintendent and the UNION President.

D. The grievant may not present any material, allegation or remedy that was not presented in Step III.

Step V

A. If the grievance is not resolved at Step IV, the Union may, within ten (10) school days after receipt of the Superintendent answer, make a request for mediation. The request shall be in writing to the Superintendent and accompanied by a copy of the Superintendent's answer at Step IV.

B. No later than ten (10) school days after receiving the request, the Superintendent or his/her designee will arrange for mediation through a professional mediation service (i.e., preferably FMCS).

C. The results of mediation shall be binding for the Union and Administration if both parties come to agreement through the mediation step.

Step VI

A. If the grievance is not resolved in Step V, the UNION may, within ten (10) school days after receipt of the answer from mediation, appeal the decision to the BOARD. The appeal shall be in writing and accompanied by a copy of the mediation answer at Step V.

B. No later than twenty (20) school days after receiving the appeal, the BOARD shall hold a hearing on the grievance at a regular or special meeting.

C. Within fifteen (15) school days after the hearing the BOARD shall communicate its position in writing to the grievant and the UNION President.

D. The grievant may not present any material, allegation or remedy that was not presented in Step V.

Step VII

A. If the grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance to arbitration within ten (10) school days after receipt of the BOARD'S answer to Step VI. The UNION or the BOARD may submit the grievance to final and binding arbitration under the voluntary labor arbitration rules of the American Arbitration Association, which shall act as the administrator of the proceedings.

B. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement or any applicable BOARD policy. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his interpretation of the

meaning or application of the specific terms of this agreement or BOARD policy involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and grievant(s).

C. The fees of the arbitrator and the American Arbitration Association charges shall be divided equally between the BOARD and the UNION. All other expenses shall be borne by the party incurring them.

4.3 **General Provisions**

A. An individual grievant may present his or her grievance through Step I or II and have the grievance adjusted without the intervention of the UNION or its representatives as long as the adjustment is not inconsistent with the terms of this agreement.

B. Time limits provided in this grievance procedure may be extended by mutual written agreement.

C. Failure at any step of this procedure to communicate the decision on a grievance within the time specified shall permit the grievant to proceed to the next step of this procedure.

D. The grievance must be presented and advanced from one step to the next within the time limits specified above, or it shall be waived (if not presented on time) or resolved on the basis of the last answer given (if not advanced on time.) It should also be understood that if the grievance is not advanced to the next step, the Administration is committed to the resolution expressed in the last answer given. Similarly, if the grievance is advanced to the next level, the resolution presented in the previous answer is no longer a commitment.

E. Every grievant or group of staff members with the same grievance in the union, shall have the right to process grievances in accordance with the grievance procedure. In the case of grievances in which more than one grievant alleges a common violation or a common violation which has affected the group similarly, the UNION shall have the right to process the group of individual grievances in the name of one grievant. In such grievances, any and all grievants in the group must be identified and available for oral or written statements. The UNION has the responsibility for determining the group and for including a rationale for the determination of the group. The administration has the authority to reject the group nature of the grievance on the basis of that rationale. In the face of such rejection, individual grievances may be initiated without loss of timeliness. An individual who is part of a group grievance cannot independently initiate a grievance as an individual on the basis of the same incident or conditions associated with the group grievance.

F. The UNION shall have the right to process grievances covering alleged violations of rights granted to the UNION in the agreement. The President of the UNION or his designee shall initiate such grievances.

G. If a grievance arises from action of authorities higher than the principal of a school, the grievant may initiate the grievance at Step III.

ARTICLE V

HOURS OF WORK / OVERTIME

5.1 **Work Hours and Work Day.** Employees will work the hours and days as determined and assigned by the administration. The normal workweek shall not exceed forty (40) hours.

5.2 **Severe Weather.** When schools are closed due to inclement weather conditions, the employees who are required to work shall not be docked for tardiness determined by the employee's immediate supervisor to be reasonable under the circumstances. Employees who are required to work shall receive normal pay for the severe weather day plus any actual hours they are required to work based on their normal hourly rate.

5.3 **Emergency Late Start.** On late start days, all staff are expected to arrive at school at their usual time, understanding, of course, that severe weather conditions may cause additional delays.

ARTICLE VI

LEAVES

6.1 **Sick Leave.** Employees shall be entitled to one paid sick leave day per month of service. Unused sick leave may accumulate to a maximum of not less than 240 days or the maximum accumulated sick leave allowable for transfer as service credit with the Illinois Municipal Retirement Fund (IMRF), whichever is greater. Employees who reach the maximum allotment may bank lost sick days not received to replace used sick leave days up to the maximum allotment.

6.1.1 **Extended Illness Leave.** An employee who, due to length of service or total number of hours worked in a year, is not eligible for protection under the Family Medical Leave Act and who, due to a serious extended illness or injury, has exhausted all available sick leave days, will upon request be entitled to a leave of absence without pay or benefits for up to 60 additional consecutive working days. A doctor's certificate will be required to verify the employee's ability to return to work.

6.1.2 **Accumulated Unused Sick Leave.** An accounting of accumulated unused sick leave shall be available via the district's internal, electronic communication system.

6.2 **General Leave.** The Board may grant a leave of absence of not more than one (1) year without pay based upon the recommendation of the Superintendent. Requests for general leave must be submitted a minimum of two weeks prior to the next regularly scheduled business meeting of the Board of Education.

6.3 **Jury Duty Leave.** Employees who are required to serve on jury duty at times when they would be working shall be paid the difference between regular salary and the amount received for jury duty, minus expenses.

6.4 **Bereavement Leave.** Three (3) days per occurrence with pay may be allowed for bereavement leave when necessary to attend a funeral of a member of the immediate family. Immediate family includes parents, spouse, children, brother, sister, corresponding in-laws or any relative living in the immediate household of the employee. One (1) day per year with pay may be allowed when necessary to attend the funeral of a family member other than those defined above as immediate family. Use of bereavement leave requires the approval of the Assistant Superintendent of Human Resources or his/her designee. Bereavement leave is non-cumulative. To the extent required by the School Code, sick leave may be used for a death in the immediate family.

6.5 **Personal Leave.** Ten-month employees may be granted FOUR days of paid leave for personal business upon approval of the Assistant Superintendent of Human Resources or designee. Twelve-month employees may be granted up to FIVE days for these same purposes. Personal Leave shall not normally be granted during the first two calendar weeks and last two calendar weeks of the normal student attendance year, nor on the day before or after school holidays or vacation periods. However, it is understood that such use may be approved by the Superintendent or designee when unusual personal or family circumstances warrant. Notification and request for such leave must be given to the supervisor at least 48 hours in advance provided; however, if an emergency is such that this advance notice cannot be given, the Administration may waive this notice requirement. At the end of each school year, all unused personal days shall be credited to the employee's sick leave accumulation. In the event a PSRP exhausts all current and accumulated sick leave, unused personal days may be used as sick days.

6.6 **Union Leave.** The President of the union, or the designee, will be granted one day of leave per school year, at no loss of salary, for the purposes of attending any official Union convention. Prior advanced notice must be given to the Assistant Superintendent of Human Resources.

6.6a **Release Time for Union President.** The Union President will be provided with release time, totaling fifteen hours a month. The Assistant Superintendent of Human Resources, building principal and Union President shall meet to agree on the best method to provide release time for the Union President to accomplish Union duties.

6.7 **Family & Medical Leave Act of 1993.** The District will comply with the FMLA and its regulations, including any subsequent amendments, and will maintain policies and procedures consistent with same.

ARTICLE VII

HOLIDAYS AND VACATIONS

7.1 **Days Observed.** The days listed below will be observed as paid holidays (at the regular daily pay earned) if they fall within the employee's regular Monday through Friday work week during the employee's work year and on a day when the employee would otherwise be required to work. If the holiday falls on a Saturday or Sunday during the regular school term, and students are not required to attend school because of the holiday on either the preceding Friday or subsequent Monday, then such Friday or Monday shall be a paid holiday. The exception to this is the Independence Day holiday that shall be observed as a paid holiday on the preceding Friday or the subsequent Monday if this holiday falls on a Saturday or Sunday.

- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday or President's Day
- Memorial Day
- Any other mandatory school holiday granted by State or Federal government
- Any other paid day if the Board of Education includes it as a paid non-attendance day on the official school calendar
- Christmas Eve. 12 month employees may choose either Christmas Eve or New Years Eve.

If a PSRP employee is required to work a holiday due to student attendance, then the Board will assign an alternate day as a paid holiday. If no alternate day is assigned by the Board, then the worked holiday will be assigned to each employee as a floating holiday.

7.2 **Vacation Allotment.** Paid vacations for full-time employees who are employed on a 12-month basis after July 1, 1985 shall be as follows:

After 1 year - 10 days	After 9 years -17 days
After 2 years -11 days	After 10 years -17 days
After 3 years -12 days	After 11 years -18 days
After 4 years -13 days	After 12 years -18 days
After 5 years -14 days	After 13 years -19 days
After 6 years -15 days	After 14 years -19 days
After 7 years -16 days	After 15 years -25 days
After 8 years -17 days	(Maximum)

Employees moving from 10-month to 12-month positions after July 1, 1987, will be given a year's credit for vacation allotment purposes for each July 1 thru June 30 for the year in which they were scheduled to work-full-time. This may be pro-rated as appropriate.

7.2.1 Vacation time is not cumulative. Vacation time must be taken within the fiscal year in which it is earned.

7.2.2 After three years of employment, if an employee retires, resigns, is laid-off, is dismissed or becomes permanently unable to work, that employee shall receive that portion of vacation earned at the time of leaving active employment with the Board.

7.2.3 Holidays as provided in Article VII shall not be charged as vacation days when they occur during a vacation.

7.2.4 Whenever possible, employees shall seek to schedule vacation time during non-student attendance days. No vacation will be given on student attendance days without the prior approval of the Assistant Superintendent of Human Resources. Requests for vacation days during student attendance times must be submitted at least four weeks in advance. The Administration will respond to such requests within five working days.

7.3 **Full-time Ten-Month Employees.** Only full-time ten-month employees who were hired by the District prior to July 1, 1985, shall receive vacation pay. This vacation pay shall be a sum of money for each employee calculated in accordance with the procedure in effect during the 1984-1985 school year. This payment shall be made in a lump sum on or before July 1st of each successive year of this Agreement.

ARTICLE VIII

EVALUATION

8.1 **General Format.** The Superintendent or designee(s) shall determine the criteria for the formal evaluation of all employees. Prior to implementation, the Administration shall generally advise the employee(s) of the evaluation procedure and generally acquaint them with the instrument or forms to be used. The primary evaluator shall be the employee's immediate supervisor, or a supervisor with actual knowledge of the employee's performance. The primary evaluator shall participate in the evaluation conference(s) with the employee under evaluation.

8.2 **Evaluation Reports.** Employees will be evaluated annually, by April 1st. Each employee will be notified subsequent to a formal evaluation of the identification of deficiencies in his/her performance by use of the evaluation forms, and when appropriate, such notification shall contain suggestions for improvement. Employees will normally receive advice from the supervisor as to correction of deficiencies, it being understood,

however, that each employee is responsible for correcting deficiencies in performance or conduct.

Employees will receive no less than one (1) formal written evaluation each year. Any employee who believes that his/her evaluation report is inappropriate shall have the right to review the matter with the Assistant Superintendent of Human Resources or designee(s).

8.2a Corrective/Supportive Discipline. No employee who has successfully completed the probationary period may be dismissed or otherwise disciplined except for just cause, with the exception of an offense so grievous as to be considered “gross misconduct”. Acts of gross misconduct are intentional, wanton, willful, deliberate, reckless, or in deliberate indifference to an employer's interest and/or an employee or student’s safety.

Informal/Formal Disciplinary Conference

Informal Meeting

An employee shall be expected, if requested, to meet informally with his/her supervisor for purposes of informing the employee of an alleged failure to comply with regulations, discharge duties acceptably, or to discuss general work performance concerns. Informal meetings will be held in a timely manner. Every effort will be made by the supervisor to address concerns with the employee in a private manner.

Formal Meeting

An employee shall have the right to two school days written notice of a formal conference with a supervisor in which a discussion shall be held for failure to comply with regulations, to discharge duties acceptably, or to discuss general work performance concerns that could result in disciplinary action being taken. The employee shall have the right to be accompanied by the UNION President or his / her designee, or by non-UNION counsel of the employee’s choice at the formal conference. The notice of a formal conference shall include the subject to be discussed.

Progressive Discipline practices will generally include the following tier of disciplinary actions:

1. A verbal warning – no written documentation to employee file.
2. A written warning/reprimand to employee file.
3. Suspension with or without pay, in accordance with BOARD Policy.
4. Dismissal

Notwithstanding the above, the employer and the employee shall be expected to work collaboratively to address ways for the employee to improve performance, including such things as additional skills training. Such discussions shall take place during informal meetings, and/or formal verbal warning meetings.

The BOARD reserves the right to determine the appropriateness of the progressive action based on the seriousness of the given offense.

8.3 **Personnel Files.** Employees shall have the right upon request and at reasonable times to review the contents of their personnel files, except for pre- employment references. Only one official file shall be kept for each employee. Each employee shall have the right to insert material relevant to service in this District or qualifications in general. An employee shall have the right to attach dissenting material to any item in his/her file. Reasonable requests by employees for single copies of materials in their official file, except privileged information, will be honored by the Administration. Every employee shall be given a copy of any material added to his/her official Board file if the material is critical of the employee's conduct or performance.

8.4 **Administrator Evaluation.** PSRPs shall be given the same opportunity to participate in evaluations of administration and programs given to certified staff.

ARTICLE IX

ASSIGNMENT/VACANCIES/LAY-OFF

9.1 **Assignment.** Employees shall perform all work duties as assigned, and related to their job. Employees shall be notified of any permanent change in job assignment at least two weeks prior to such reassignment unless an emergency situation exists. The District shall notify each employee in writing via the Employees' Assignment Letter of his/her work assignment for the following school year. Such letter shall include the employee's work calendar and building assignment. These notices will be given to new hires at the time of hire. These letters will be given to all non-twelve month employees four weeks prior to the start of student attendance, advising them of their specific assignments for the coming school year.

9.2 **Notice of Vacancies.** Notices of vacancies shall be posted electronically by way of the District Website. The notice shall include a statement of the job classification, and when known, the building or buildings in which the opening exists. Employees may apply for any opening that occurs within the time limit set by the District. Application shall be submitted in writing to the Assistant Superintendent of Human Resources. Current employees who submit timely applications shall be considered for the opening prior to the appointment of any outside candidate. Current employees interviewed for the position but not selected shall be notified in writing that another candidate has been selected. Employees shall contact the Human Resources Office if information concerning this decision is desired.

9.3 **Lay-Off Due to Reduction In Force or Discontinuance of Type of Service.** When the Board determines that it is in the best interests of the District to dismiss employees due to a decision to decrease the number of employees or discontinue some particular type of service, the selection of those employees to be dismissed shall be by category of position on the basis of seniority within the job classification, provided that any PSRP bumping a PSRP with lesser seniority must meet the qualification for that job. If there is no position with lesser seniority within the displaced PSRP's job classification, he or she may bump a PSRP of lesser

seniority in a lower job classification, if he or she meets the qualifications for that position. (It is understood that this section does not apply to any 12-month to 10-month transition or reassignment.) Written notice of any lay-off shall be in the form and within the time limits as required by law. No employee who was transferred as a result of a Reduction in Force will be required to serve a new probationary period. Prior to a Reduction in Force, the Assistant Superintendent of Human Resources shall meet with the Union President to discuss application of seniority and other provisions.

Seniority. Seniority shall be defined as the number of consecutive years of employment with the District from the date of most recent hire. Time on approved leaves in excess of 90 school days shall not be credited toward seniority. The Board shall annually provide a seniority list.

Recall. Employees who are laid-off under this Section 9.3 shall be placed on a recall list for one (1) calendar year from the beginning of the following school term. If, subsequent to the lay-off, there arises a vacant and available position within the job classification/category of position from which the employee was terminated, and provided that the employee(s) has the ability, skill, knowledge and training to perform in the available position, such position shall be offered to the employee. The offer shall be made at the applicable rate of pay by certified letter mailed to the last known address of the employee. If the employee fails to respond to the letter within fourteen (14) calendar days of its date, or within one week prior to the start of school, or rejects the tendered position, there shall be no further recall rights.

9.4 **Transfers.**

Voluntary Transfers. A request for transfer to another building or reassignment to a different position for the following school term shall be made in writing to the Assistant Superintendent of Human Resources prior to April 1. During a school term, a transfer request may be made whenever a vacancy occurs. Transfers will be considered as long as the PSRP is qualified and the best educational needs of the District, as determined by the Administration, are served. The PSRP requesting the transfer shall be notified as soon as possible.

Involuntary Transfers. Involuntary transfers are to be avoided whenever possible. Any involuntary reassignment or transfer shall be made only after a conference with the Principal, with Union representation if desired. At said meeting, the employee shall be notified of the reason for transfer and shall be allowed to express his/her views on the transfer. Whenever an involuntary transfer is the result of the number of PSRPs in a given building being reduced, the district will attempt to transfer the least senior PSRP whenever possible. No PSRP shall be transferred from his/her currently assigned position for solely punitive reasons. No employee will be required to serve a new probationary period due to involuntary transfer or Reduction in Force.

9.5 **Promotions.** An employee promoted to a position in the bargaining unit shall be on probation in the position for one (1) year. If during the probation year the employee's performance is not satisfactory, in the sole discretion of the administration, the employee shall be returned to a position within the same classification /category of position from which the employee was promoted.

In the event that no position is available in the classification/category of position from which the probationary employee was promoted, the employee shall be placed in a lower classification until such a position opens and shall receive the rate of pay for the classification/category of positions from which the employee was promoted.

Nothing in this section precludes the dismissal or suspension of the employee during the probationary period in accordance with Section 3.14 of this Agreement.

9.6 **Internal Substitution.** In the event that a special education instructional assistant is not needed in his/her current assignment due to student absence, the assistant can be reassigned on a daily basis to assist in other special education programs in the district. Every effort will be made to reassign an assistant within the assistant's home school.

ARTICLE X

COMPENSATION AND FRINGE BENEFITS

10.1 **Salary Schedule.** Job classifications are set forth in Appendix B. Effective July 1, 2010 all employees covered by this Agreement shall be paid in accordance with the 2010-11 salary and appropriate schedule. Ten (10) month employees shall receive their annual salary in twenty-four payments, twice monthly, starting in September, with the final month of June receiving one payment on or before June 5 and the remaining outstanding payments in a lump sum on or before June 20.

When a PSRP's sick days have been exhausted, the process for reporting time worked and calculating current pay will be altered.

10.2 **Starting Pay.** The starting salary for all newly hired employees shall be established by the Board but shall not be greater than Step 1.

10.3 **Overtime.** All overtime performed in excess of forty (40) hours per week must have the prior approval of an administrator. A timesheet is to be completed and approved before payment is made. The overtime rate shall be one and one-half (1½) times the regular rate and is applicable only to hours of work in excess of forty (40) hours actually worked per week. At the employee's option, compensatory time, at the rate of one and one-half (1½) times the number of hours past 40 worked, may be taken in lieu of salary. A PSRP electing Compensatory time in lieu of salary shall note this election on the timesheet when it is submitted. Compensatory time will be scheduled in consultation with the employee's immediate supervisor, and must be taken by June 30 of the school year in which it was earned.

10.4 **Reclassification of Positions.** The District PSRP Advisory Team (DPAT) will meet as needed to consider requests for changes in, or assignment of, position categories based upon:

1. Significant changes in job responsibilities.
2. Newly created positions.

For a request to be reviewed regarding an existing position, the supervisor or affected employee(s) must submit a new Job Description to DPAT. An employee(s) requesting reclassification must also submit a Classification Review Form to DPAT. DPAT will review requests for reclassification at their regularly scheduled monthly meetings. Should DPAT find insufficient support for reclassification, the affected employee(s) will be advised their request will not be considered for reclassification. If approved, the Union President will advise the affected employee(s) that their request can move to the reclassification phase. A committee consisting of representatives from the Union and the Assistant Superintendent of Human Resources will convene to consider the reclassification request pursuant to the established criteria. If a classification change is recommended, salary adjustments will be retroactive to the date the request was submitted.

10.5 **Extended Absence Coverage.** From time to time it may be necessary for a support staff member to complete some tasks assigned to a support staff member who is on an extended absence (5 or more consecutive days) or when a position becomes vacant. If such a situation occurs, the building administrator shall assess the need for absence coverage and for providing it through a temporary service or overtime for the affected employee. If the position being covered is a higher classification than the position of the employee who is covering, then the employee who is covering will be paid at their step, within the higher classification for the time spent performing the duties of the higher classification.

10.6 **Substitute Cadre.** The District shall establish a cadre of no fewer than two (2) people to serve as permanent substitutes to cover the assignments of absent educational assistants. The substitutes assigned to the cadre shall be employed on the same basis and with the same contractual rights, benefits and obligations as instructional assistants. The cadre substitutes shall be continuously available to perform substitute service and shall accept assignment in any school.

10.7 **IMRF Contribution.** The gross earnings of each employee subject to IMRF shall be reduced by an amount equal to the amount of the employee contributions which the Board hereby agrees to pick-up and pay to the IMRF on behalf of each such employee. Said pick-up and payment by the Board shall not result in any increase in the amount of compensation paid to employees.

10.8 **Health Insurance.** Employees working twenty-seven and one-half (27 ½) hours or more per week are eligible for health insurance benefits. The Board will contribute the below listed percentages of the monthly premium for hospitalization, surgical and major medical insurance under the Plan(s) selected by the District:

I.	<u>Employee Only.....</u>	<u>88%</u>
II.	<u>Employee and one dependent.....</u>	<u>71%</u>
III.	<u>Employee and two or more dependents.....</u>	<u>70%</u>
*V.	<u>Employee whose spouse is also an insured District 205 employee with children.....</u>	<u>84%</u>

*Plan V is to be taken in combination with spouse electing Plan I.

During retirement or while on unpaid leave, the employee may continue insurance coverage, with the employee paying the full cost of the health insurance premium, and in compliance with the conditions of the health insurance policy until the time the PSRP employee qualifies for health benefits under Medicare. Retired PSRP employees accessing health benefits prior to June 30, 2007 through District 205 are exempt from this provision.

10.9 **Life Insurance.** Employees eligible for health insurance benefits are eligible for life insurance. The Board will provide Group Term Life Insurance for eligible employees in the amount of \$21,000 with additional \$21,000 insurance for accidental death and dismemberment, except that on the plan anniversary nearest an employee's 70th birthday, said insurance will be reduced by fifty (50%) percent.

10.10 **Annuity Program.** When a staff member wishes to join an authorized annuity program, the Board shall instruct the Business Office to make the necessary deductions from the staff member's salary. This requires a written request and signature on a hold harmless agreement from the employee.

10.11 **Work Related Injuries.** Employees are protected under the Workers' Compensation Act in cases of injury or death incurred in line with the usual duties required of the school employee. In the event of an accident to an employee, the employee, supervisor or another person acting on behalf of the employee shall report the accident on the proper form to the appropriate supervisor as soon as possible and in no case later than twenty-four (24) hours after the accident. (Forms for reporting accidents shall be available in the Personnel Office). An employee must secure a letter from a physician after five (5) days of absence stating an inability to perform required normal duties. Depending on the length of disability, further written statements regarding the employee's ability to return to normal work activities, including a physician's statement shall be required at the option of the District. When an employee is absent due to an injury incurred in the course of employment, the Board shall continue the employee's wages in full until the Workers' Compensation payment begins (4th day); thereafter, the Board shall pay the difference between Workers' Compensation payments and the regular salary of the employee for a period of thirty (30) work days, provided, however, that each day of absence for which the Board pays the difference in salary

shall be charged against the employee's available and accumulated sick leave on the basis of one-third (1/3) of a sick leave day for such day of absence.

10.12 **School Related Assault.** An employee who is injured as the result of a serious school-related assault shall suffer no loss of salary or accumulated sick leave provided the assault was not provoked by the employee. A serious assault is one for which an incident report has been filed and for which the employee has consulted with a medical professional (doctor, dentist, chiropractor, etc.).

10.13 **Social Security and IMRF.** During the term of this Agreement, employees shall be covered by Social Security as required by law. Employees shall also participate in IMRF provided that they satisfy all the requirements for IMRF participation, including but not limited to the 600-hour test.

10.14 **Mileage Reimbursement.** Support staff members who travel between school buildings for the purpose of performing assigned duties shall be entitled to mileage reimbursement. In the case of travel between schools, mileage shall be based on the published chart of miles between schools, and reimbursement will be based on the authorized IRS annual mileage rate. If support staff members travel out of district as part of their duties, mileage shall be based on the lesser of the amount of miles to and from the school or from the employee's home, where applicable, according to Mapquest or Google maps routing. Mileage reimbursement requests must be submitted to the District business office no later than the 15th of the month after travel.

Support staff members who move from one school building to another after the end of the school day for the purpose of performing other duties for additional compensation shall be excluded from receiving mileage reimbursement for that travel.

10.15 **Property Loss.** The Board of Education will provide some compensation for employee property loss or damage that occurs at school-related functions within the parameters set forth in Board Policy 4115.7. *Compensation shall be provided for employee property loss or damage that occurs at school-related functions provided the loss or damage:*

1. *is caused by vandalism, theft, or other intentional act of another person.*
2. *is not the fault of the employee.*
3. *is not payable through employee insurance.*
4. *does not involve cash or jewelry.*

In general, the maximum compensation shall be \$100.00; however, eligibility for, and the amount of, final compensation will be determined by the Superintendent. The District will not assume any responsibilities or liability for loss or damage to employee property, except as specifically stated in this policy. This policy is not acceptable to any damage or loss covered in whole or in part by a collective bargaining agreement between the Board and an employee union.

10.16 **Retirement.** All employees with at least ten (10) years of service with the District who provide at least two weeks notification of their intention to retire and who are at least 55 years of age shall receive the following benefit based upon service:

1. For 10- 19 years of continuous service in the District, a \$500 stipend included in the last salary payment.
2. For a minimum of 20 years continuous service in the District, a \$1000 stipend included in the last salary payment.
3. PSRPs with 25 or more years of continuous service in the District will receive a \$1500 stipend included in the last salary payment.

10.17 **Retirement Insurance Option.** After reaching age 60, and with a minimum of 10 years service with the District, a PSRP employee may apply to participate in the District's Retirement Insurance Option Program ("Program") by notifying the Superintendent six months prior to retirement of his/her intention to resign to participate in the Program. The Board reserves the right to reject any applicant. The applicant will be notified of his/her acceptance or rejection for the Program within three (3) months of receipt of the letter of application. If rejected, the applicant shall have the option to rescind his/her resignation.

Retirees approved for the Program shall be required to sign a contract with District 205 to work 150 hours for each year of participation, with no less than 75 hours being completed in the first semester of the school year. Participants in the Program are intended to augment the workforce as it exists from time to time. Assignments will be determined by the Superintendent or the Superintendent's designee and, when possible, predetermined cooperatively with the retiree. Participation in the Program shall be for a maximum of five (5) consecutive years. Compensation for the work shall be payment of either:

1. Sixty percent (60%) of the annual PPO costs, with the employee contributing the remaining forty percent (40%) for health insurance, or
2. Sixty percent (60%) of the Board's costs for the HMO, with the employee contributing the remaining forty percent (40%).
3. The Board paid insurance options (1) and (2) above are for the retired employee only and do not include any paid coverage for dependents.

Individuals participating in the Program for one or more years and then not continuing to participate in succeeding years are eligible to participate in the District insurance program at their cost, as required by law.

A maximum of five (5) PSRP employees may be recommended per year by the Superintendent to the Board for this program, dependent upon the District's need for services and the type of service which can be provided by the applicants. If there are more than five (5) qualified applicants, participation will be based on seniority. The Assistant Superintendent of Human Resources or his/her designee will make an annual evaluation of a participant's performance; continuation in the program will be based upon the participant's satisfactory evaluation. Individuals not continuing in the program will be notified two months before the end of the current year.

Notwithstanding any of the foregoing provisions, the Board reserves the right to terminate the Program at any time for persons who are participating in it, except that the participants will be able to complete the program for the then-current year.

10.18 **Stipend for Length of Continuous Service.** An employee who has completed ten (10) years of full time service to the District shall receive a stipend during his/her eleventh (11th) year of service, and each year thereafter, pursuant to the following schedule:

<u>YEARS OF SERVICE</u>	<u>STIPEND</u>
11-14	\$500
15-24	\$750
25 and greater	\$1000

10.19 **Staff Development and Tuition Reimbursement.** The District shall reimburse tuition and fees for academic courses, workshops, seminars, institutes and/or similar meetings attended for the purpose of improving skills related to the employee's job. The following requirements apply:

- a. To be eligible, the employee must have completed two (2) years of service to the District.
- b. Reimbursement shall be limited to \$750 (seven hundred fifty dollars) per PSRP employee per school year and a total of \$10, 000 (ten thousand dollars) for the entire PSRP bargaining unit per school year.
- c. Approval from the Assistant Superintendent of Human Resources or his designee must be obtained before the employee enrolls in the course or activity.
- d. Request for reimbursement shall be submitted by the employee to the Assistant Superintendent of Human Resources or his/her designee within sixty (60) days of the completion of the course or activity and shall include receipts. An exception to the sixty day time period may be made if there is a delay in the employee's receipt of a grade report from the academic institution.
- e. In the case of academic courses, a copy of the grade report reflecting a grade "C" or better shall also be submitted.
- f. Tuition reimbursement shall not apply to any credit hours required for hire by the District in the PSRP's position.
- g. An employee approved to attend a workshop, seminar, institute or similar meeting outside the district during the regular workday shall be compensated for such attendance at his/her regular rate of pay in addition to the reimbursement of expenses provided in this article.

10.20 **Summer School Compensation for Educational Assistants.** Employees hired as educational assistants for a summer school program shall be paid at the hourly rate of \$14.31 and shall increase at the annual overall salary increase percentage provided to PSRP each year (Appendix A).

10.21 **Extra-Duty Assignments.** Whenever a PSRP works an extra-duty assignment, he or she will be paid no less than the rate a member of the Teacher Union would be paid for the same extra-duty assignment.

10.21a **Stipends.** When a PSRP works a stipend position, such as coaching or club sponsorship, the rate of pay for the stipend work shall be the greater of the teacher rate for the stipend, or the number of hours worked at the PSRP regular rate plus any hours in a workweek exceeding 40 hours at the PSRP's regular overtime rate.

10.22 **Beyond Regular School Day Hours.** A Special Education Assistant may be required to work up to 10 additional hours per year for the purpose of attending meetings (IEP meetings, team meetings). Additional time will be compensated at the assistant's current rate of pay.

Every effort will be made to schedule meetings within the regular school day. Meetings beyond the school day will be at the discretion of the Assistant Superintendent for Special Services. Assistants will be given a five (5) work day notification of meetings scheduled outside of the school day.

Article XI

DISTRICT PSRP ADVISORY TEAM (DPAT)

11.1 **District PSRP Advisory Team.** In the interest of fostering a positive and proactive relationship, collaborative in nature and function, the parties agree to establish the District PSRP Advisory Team (DPAT). The Team will consist of no more than 6 representatives from the PSRP Bargaining Unit and no more than 6 District Administrators. The PSRP President and/or designee shall appoint no more than 5 PSRP members to DPAT. Legal counsel, the PSRP Representative and any others as deemed appropriate shall serve as resources when the topic for discussion warrants. DPAT will discuss matters of mutual concern and may make recommendations to the Board of Education and PSRP.

DPAT will provide an open forum for building and district issues, promote communication in a proactive manner, address concerns in a timely manner, provide direction and guidelines to the constituents, discuss the rationale and implementation processes for district initiatives and secure necessary resources.

No later than October 1, 2010 a joint PSRP/Administrative Team will be formed with the purpose of determining the exact representation from all constituent parties, additional sub committees, communication and distribution timelines and frequency of meetings.

It is the intention of this section to empower DPAT to help improve the quality of decision making, increase staff participation in decisions, foster a climate of mutual respect, and facilitate sound decisions affecting the work environment.

Whenever a district wide committee is formed, to the extent that the issues of such committee impact the working conditions of the PSRP unit, the PSRP Council will also be allowed to send representatives to that committee.

ARTICLE XII

NEGOTIATION PROCEDURES

12.1 **Meeting.** Either party may notify the other in writing after January 15th and before March 1st of the year in which this Agreement is to expire, by a written demand to bargain, that it desires to terminate or modify this Agreement. If such notification is given, the parties agree to commence negotiations on a mutually agreeable date within 60 days of receipt of any such written demand to bargain. If such notice is not given, then this Agreement shall continue in effect for an additional 12 months. Before adjournment of each meeting, the parties will agree upon the date of the next meeting.

12.2 **Impasse.** If agreement is not reached within 15 days of the expiration date of this Agreement, either party may then or thereafter declare to the other in writing that an impasse exists. When an impasse is declared, the FMCS shall be requested by the parties to appoint a mediator.

ARTICLE XIII

AGREEMENT

13.1 **Entire Agreement/Amendment.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If the Board or the Administration wishes to change a policy which would directly affect wages, fringe benefits or working conditions not covered by this Agreement but which is a mandatory subject of bargaining under Paragraph 10(a) of the IELRA, the Union shall be notified in writing of such proposed change(s) and may, within five (5) days of receipt of said notice, request a meeting with the Superintendent or his/her designee for the purpose of negotiating the change. This Agreement may be amended on a temporary or permanent basis by the mutual written agreement of the parties. No temporary amendments shall be construed as establishing a precedent.

13.2 **Validity.** If any section, paragraph, sentence, or clause of this Agreement is held invalid or unconstitutional, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.

13.3 Duration. This Agreement shall be effective as of **JULY 1, 2010** and shall remain in full force and effect until **JUNE 30, 2013**.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates stated below.

UNION

President

Debby Marguardt

BOARD

President

Rebecca Ostajic
David Golgumb
Secretary

Ratified by the Union on August 26, 2010.

Adopted by the Board of Education on August 30, 2010.

Appendix A – Salary Schedules

Note: There will be no step movement during the length of the contract.

2010-11							
Step	Registrar	IA	I	II	III	IV	
1	14.32	13.65	12.98	11.51	11.07	9.89	
2	14.60	13.92	13.24	11.73	11.29	10.09	
3	14.89	14.22	13.55	12.07	11.64	10.46	
4	15.17	14.52	13.87	12.42	11.99	10.84	
5	15.52	14.88	14.24	12.72	12.26	11.13	
6	16.34	15.66	14.98	13.28	12.84	11.70	
7	17.12	16.40	15.68	13.87	13.47	12.28	
8	17.92	17.15	16.38	14.45	14.05	12.86	
9	18.73	17.93	17.13	15.03	14.63	13.43	
10	19.53	18.69	17.85	15.61	15.23	14.02	
11	20.31	19.44	18.57	16.19	15.81	14.60	
12	21.13	20.21	19.29	16.76	16.39	15.17	
13	21.90	20.96	20.02	17.35	16.99	15.75	
Longevity							
14	22.21	21.25	20.29	17.58	17.21	15.95	
15	23.12	22.13	21.14	18.31	17.92	16.60	

2011-12 Salaries shall be increased by 75% of the Consumer Price Index (CPI) published in January, 2011. Salaries will be increased by no less than 1% and no more than 3.75%. There will be no step movement during the length of the contract.

2012-13 Salaries shall be increased by 75% of the Consumer Price Index (CPI) published in January, 2012. Salaries will be increased by no less than 1% and no more than 3.75%. There will be no step movement during the length of the contract.

In Hiring Rates for all PSRP hired after June 30, 2010:

<u>Lane</u>	<u>Rate</u>
Registrar	\$14.04
IA	\$13.40
I	\$12.73
II	\$11.26
III	\$10.82
IV	\$ 9.64

APPENDIX B
CATEGORIES OF POSITION BY CLASSIFICATION
PARAPROFESSIONAL AND SCHOOL RELATED PERSONNEL

REGISTRAR

Registrar

CLASS IA

Secretary-Elementary

Assistant to the Administration-York

CLASS I

Secretary to HS Assistant Principal

Secretary/Health Clerical-York

Secretary to Director of Athletics

Secretary-Drivers' Education/PE

Department Secretaries-York

Secretary-York Library

Secretary/College & Career Center-York

Campus Supervisor

Lead Secretary-Middle School

Learning Adjustment Center (LAC)

Secretary to PPS Team

Assistant Secretary-Middle School

Health Assistant/Health Secretary-
(Elem. & MS)

Secretary-Special Education-York

Assistant Secretary-Elementary

Student Systems Coordinator-York

Front Office Financial Secretary/Receptionist-York

CLASS II

Attendance Office Recorder

LRC Assistants (MS)

Creativity Center Technician

Instructional Assistant

Technology Media Assistant (Elem.)

Computer Assistant-(MS & HS)

Library Assistants-York

Educational Assistants (Special Education)

District Media/Technology Support

Assistant Secretary/Receptionist-Special Education-York

Permanent Substitute Assistants

CLASS III

Assistant Attendance Office Recorder

Assistant Receptionist for PPS/Student Support

Water Safety Instructor

CLASS IV

Hall Monitor