

**2015 - 2018**

**BARGAINING AGREEMENT**

**between the**

**Minooka Board of Education, District #201**

**and the**

**Minooka Elementary Support Professionals IEA/NEA**

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**THIS AGREEMENT** entered into on the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Board of Education of Minooka School District No. 201, Grundy, Will, and Kendall Counties in the State of Illinois, and the Minooka Elementary Support Professionals, IEA-NEA as follows:

## **Article I. RECOGNITION**

### **Section 1.01 Recognition and Definition of Bargaining Unit**

The Board of Education of Minooka School District #201, Grundy, Will and Kendall Counties, Illinois (hereinafter referred to as the “Board”) recognizes the Minooka Elementary Support Professionals, IEA/NEA (hereinafter referred to as the “Association”) as the sole and exclusive bargaining representative for all support staff regularly employed in the positions of secretaries, clerical employees, custodians, aides, teacher associates, technology associates, nurses and food service. Excluded are any employees who regularly work less than twenty (20) hours per week, the Secretary to the Superintendent, the Secretary to the Assistant Superintendent for Instruction, Bookkeeper, Food Service Supervisor, District Maintenance and Property Services Manager and all supervisors, managers confidential and short-term employees as defined in the Illinois Educational Labor Relations Act.

### **Section 1.02 Definitions**

Employee—The term employee when used hereinafter in this Agreement shall refer to all Employees covered by this Agreement, except as otherwise specified in this Agreement or as provided below.

Full-time—An Employee shall be considered full-time if he/she is regularly employed 37 ½ hours per week.

Part-time—An Employee shall be considered part-time if he/she is regularly employed for at least 20 hours per week but less than 37 ½ hours per week.

## **Article II. MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law, including, but without limiting the generality of the foregoing right:

1. To the executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees;
2. To direct the work of its employees, determine the time and hours of operation, except as limited by the specific terms of this agreement;
3. To determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services, except as limited by the specific terms of this agreement;
4. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees, except as limited by the specific terms of this agreement. It is mutually agreed that in order to achieve the learning objectives established by the Board, the classrooms must be staffed by competent, professional employees;
5. To establish educational policies, goals and objectives; to insure rights and educational opportunities of students' to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
6. To build, move or modify facilities; establish budget procedure and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency;
7. To be involved in negotiations during the life of this Agreement on the impact of any permissible management action; and
8. This list is not meant to be exclusive or to limit the Board's powers but such is merely an illustration of the Board's management abilities and rights;

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board in the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

## **Article III. ASSOCIATION RIGHTS**

### **Section 3.01 Dues Deductions**

Proper authorization for membership payroll deductions shall be the signature of the employee on an authorization form provided to the Board by the Association. The authorization is continuous and shall remain in effect from year to year unless the employee revokes said authorization between September 1 and September 15 of any year.

The Board shall deduct from each employee's pay the current dues of the Association provided the Board has received an authorization form.

Pursuant to such authorization, the Board shall equally deduct such dues from the regular pay check of the bargaining unit member over the remaining pay periods for the school year beginning with the second pay period after notice of authorization.

The Board shall remit said deducted dues to the Association Treasurer within ten (10) business days following the pay period deduction.

### **Section 3.02 Board Meetings and Minutes**

The Association President or the President's designee shall be given written notice of all regular and special meetings of the Board together with a copy of the agenda of each meeting. A copy of the official Board of Education minutes shall be sent to the Association's President as soon as practicable after they have been prepared and approved. Distributions of these items may be sent in electronic form via district email.

### **Section 3.03 Use of School Facilities**

The Association and its representatives have the right to use school buildings, facilities and equipment for Association business provided such meetings do not conflict with a previously scheduled use or otherwise interfere with the operation of the school district and reasonable notice is given to the Superintendent or his/her designee. When special custodial service is required the Association will reimburse the district for the cost of same.

### **Section 3.04 Communication to Members**

The Association shall have the right to post notices of activities and matters of Association business on employee lunchroom bulletin boards. The Association may use the District internal mail service and employee mail boxes for communication to bargaining unit members.

### **Section 3.05 Names and Addresses of New Employees**

Names and addresses of newly hired employees shall be provided to the Association President within fourteen (14) calendar days after their employment. Further, an updated list of the names and addresses of all bargaining unit employees will be sent to the Association President by October 1 of each year.

### **Section 3.06 New Employee Orientation**

The Association President or leadership shall prepare a correspondence to be included with materials provided to new employees, including the Association's Membership Enrollment Form. This correspondence will include a phone number which the new employees may call to get answers to their questions regarding Association membership.

At the request of the Association up to 30 minutes shall be made available during the Opening Day Institute for Association purposes.

### **Section 3.07 Employee Transfers**

When current employees are transferred to a different position or building the Association President will be notified by the district fourteen (14) days of the change.

### **Section 3.08 Fair Share**

In the event the Association obtains a voluntary, dues-paying membership of at least of at least sixty-seven percent (67%) of all bargaining unit employees, the Board will implement a fair share system based upon the following:

1. It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately are shared by all bargaining unit members who are beneficiaries of this Agreement. To this end, if a bargaining unit member does not join the Association or execute a dues deduction authorization within fourteen (14) days after posting of the notice required in subparagraph (a), the Board shall deduct the sum equivalent to the bargaining unit member's share of the costs of the services rendered by the Association for collective bargaining and contract administration in its role as the sole and exclusive bargaining agent as annually certified in writing by the Association to the Board in equal payments from the regular salary check to the teacher in the same manner as it deducts for members of the Association, provided:
  - a. The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB; and
  - b. The Association has annually certified in writing to the Board the amount of such fair share fees and has annually certified in writing to the Board that such notice has been posted.

2. The Board shall begin such fair share fee deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association as described in paragraph 1 of Section 3.5 of this Article and transmit the fee to the Association no later than ten (10) days following the deduction. In the event a teacher objects to the amount of such fee, the fee shall be transferred in accordance with the Rules and Regulations to the IELRB.
3. The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claim, demand, suit, or other form of liability which may arise by reason of any action taken by the Association or the Board in complying with the provisions of this Section, provided the Board gives notice of such action in writing to the Association as soon as practicable and permits the Association intervention as a party if it so desires, and the Board cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. Such duty to defend, indemnify and save the Board harmless shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the provisions of this Section.
4. The obligation to pay a fair share fee will not apply to any bargaining unit member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such bargaining unit member 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 Labor Relations Board.

## **Article IV. GRIEVANCE PROCEDURE**

### **Section 4.01 Definition**

A. A grievance shall be any claim by an employee, group of employees or the Association, that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement. The written grievance shall contain: 1) a description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance; 2) a listing of the provisions of this agreement which are alleged to have been violated, misinterpreted or misapplied; 3) a listing of specific actions requested of the administration which will remedy the grievance.

B. As used in this Article the term “days” will mean days on which the school is in session or during summer vacation, days on which the district office is open.

No grievance shall be presented hereunder which occurred prior to the effective date of the Agreement.

### **Section 4.02 Procedure**

Before any grievance is filed, an attempt may be made to resolve the problem through free and informal communication with the immediate supervisor. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

A. STEP 1 – Within twenty (20) days of the occurrence of the event giving rise to the grievance, the grievant or the Association shall present the grievance in writing to the principal or designee. The principal or designee will arrange for a meeting to take place within five (5) days following receipt of the grievance. Within ten (10) days of the meeting, the grievant and the Association President shall be provided with the principal’s or designee’s written response, including the reasons for the decision.

B. STEP 2 – If the grievance is not resolved at Step 1, then the grievant or Association designee may refer the grievance to the Superintendent or designee within ten (10) days after the receipt of the Step 1 response. The Superintendent or designee will arrange for a meeting to take place within five (5) days of receipt of the appeal. Within (10) days of the meeting, the Superintendent or designee will provide the written response including the reasons for the decision to the grievant and the Association President.

C. STEP 3 – If the Association is not satisfied with the Step 2 response, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association (“AAA”), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date for the Step 2 response, then the grievance shall be deemed withdrawn.

### **Section 4.03 Other Conditions**

A. Bypass

If the Association and the Superintendent mutually agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

B. Association Participation – Employee Represented

The Association has the right to participate in the processing of a grievance at any formal step of the grievance procedure.

C. Release Time

Investigation or processing of any grievance shall normally be carried out on the employee's own time, after school hours. However, with prior written approval of the Superintendent, affected personnel may investigate or process a grievance on school time without loss of salary.

D. Filing of Materials

Grievances and documents pertaining solely to the processing of grievances shall be kept separate from employee personnel files.

E. Grievance Withdrawal

A grievance may be withdrawn at any level without prejudice.

F. Time Limits

The failure of the grievant or the Association to act within the time limits will act as a bar to any further appeal, and an administrator's failure to render a decision or meet within the time limits set forth shall permit the grievant or Association to proceed to the next step. Time limits may be extended only by mutual agreement.

G. Arbitrator's Power

Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this contract, both parties agree to abide by the results of the finding of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of this Agreement. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Article and Sections of this agreement.

- He/she shall have no power to establish salary structures.

- His/her powers shall be limited to deciding whether the Board has violated the expressed Articles or Sections of the Agreement.
- All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned, less any unemployment or other compensation that he may have received from any source during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any other case. In any case, an award shall not go back further than the beginning date of the Agreement in effect at the time the grievance arose.

H. No Reprisals

No reprisals or any kind shall be taken by the grievant, the Association and/or Board against any employee because of his/her participation in the grievance procedure.

I. Costs

Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator, the American Arbitration Association and a court reporter will be divided equally between the parties. If either party requests a transcript, that party shall bear the full costs of the transcript. If both parties order a transcript, the cost of the transcript will be divided equally between the Board and the Association.

## **Article V. WORKING CONDITIONS**

### **Section 5.01 Work Year/Day**

The standard work week for employees shall not exceed forty (40) hours a week and eight (8) hours per day. Each full-time employee shall be entitled to a duty free lunch of no less than thirty (30) consecutive minutes in length.

Generally, employees in the categories of employees listed in the chart below who do not work on a 12 month basis shall work the year as indicated in the chart:

<b>Category</b>	<b>Work Day</b>	<b>Work Year</b>
Aides	7.5	174
Associates	7.5	182
Secretaries-200	8	200
Food Service	up to 5	174
Nurses	8	180

The remaining categories of employees including secretaries, certain clerical employees, technology associates, and custodians shall work the entire calendar year and work an eight hour day.

For nurses, the administration may authorize up to ten (10) per diem days at prior to or after the school year to provide time necessary to fulfill duties. Nurses must have written approval of the authorized days prior to commencing per diem work.

On days before holidays, and days when support staff attend evening student activities, support staff shall be free to leave ten (10) minutes after students are dismissed.

For twelve month employees, summer hours will consist of a ten (10) hour day Monday – Thursday. For the summer of 2016 the hours for each building will be a ten (10) hour period between 6am – 5pm, as established by the building principal. The hours for subsequent summers will be set by administration after consulting with MESP leadership through the Meet and Confer process. All bargaining unit members will receive a forty (40) minute duty free lunch.

Nothing in this Section shall change or in any way limit the Board’s rights under the law with respect to reducing employees or their work year or hours. If the Board should need to make a change to the work year or work hours the Board will notify the Association so both parties can bargain the impact of the change.

### **Section 5.02 Overtime**

Overtime may only be worked upon pre-approval of an employee’s immediate supervisor. However, if the building administrator or immediate supervisor has knowledge that the employee is working overtime to complete a project or job task the employee will receive overtime pay. All

overtime worked beyond 40 hours, shall be paid at time and one half the employee's regular hourly rate of pay. Emergency callouts shall carry an automatic two (2) hour minimum. Employees shall not be allowed to use compensatory time in lieu of overtime.

For custodians, a district-wide overtime list will be created by seniority, to be used on a rotating basis when overtime is needed. Custodians are not required to put their name on the overtime list. When a custodian refuses overtime their name will be skipped until their name comes up again on the rotation. When specific skills are necessary to complete an overtime task, the maintenance director will call in staff with the appropriate skills.

### **Section 5.03 Personnel Files**

An employee shall have the right, upon reasonable notice, to examine his/her personnel file and if requested have an Association representative present. Such review shall be during normal business hours and in the presence of a designated employee of the Board. No employee shall remove any material from a personnel file. Such review shall not be applicable to confidential material, such as recommendations for employment. Upon written request, the Board shall reproduce for the employee one (1) copy of any materials in his/her personnel file, except for any confidential material within 20 working days. The employee shall bear the cost of duplication established at the rate established by the Board for any subsequent request.

The administration shall attempt to notify the employee whenever items other than evaluations are placed in their personnel files. The employee shall have the right to respond to any material that is put in the personnel file and have his/her response attached.

### **Section 5.04 Assistance for Control and Discipline of Students**

When appropriate any employee may seek the support and assistance of the administration with respect to the maintenance of control and discipline of students in the employee's assigned work area.

Communication devices will be available to aides on recess duty. Personal cell phones will not be expected to be used on recess duty. Every effort will be made to maintain the communication equipment in working order. If working equipment is not available another aide or adult will be provided to assist on the playground.

### **Section 5.05 Meet and Confer**

Representatives from the MESP and the District Administration will meet a minimum of four (4) times a year for the purpose of discussing the administration of the contract and to resolve issues that may arise. These meetings are not intended to bypass negotiations or the grievance procedure. Further, each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss.

### **Section 5.06 Flex Time**

Flex time is defined as the ability to modify one's work day on a temporary basis and make up the time missed within the same work week. Bargaining unit members may request flex time of one (1) hour or less at the end of the day so long as prior approval is obtained from the immediate supervisor, who will coordinate both the time missed and when the time is made up.

### **Section 5.07 Time Clocks**

Time clocks will be used to record the Buildings and Grounds and evening Custodian attendance.

### **Section 5.08 Severe and Inclement Weather**

When schools are closed for students because of inclement weather, the following expectations shall prevail for bargaining unit members covered by this agreement:

- a. Twelve (12) month full-time bargaining unit members shall be expected to report to work. However, if weather conditions make travel impossible or unusually hazardous they may use a day of accumulated personal business or vacation leave, and employee may, with the approval of the immediate supervisor, make up time lost due to impossible or unusually hazardous travel conditions. Any such makeup work shall be scheduled by the immediate supervisor, in consultation with the employee. Time missed will be made up within one (1) week or the member can opt for vacation time or unpaid time to cover time missed.
- b. Nine (9) month, ten (10) month and eleven (11) month full time bargaining unit members shall not be expected to work, but their regular work year will be extended one (1) day for each emergency closing without additional pay. Similarly, no leave days previously arranged by a bargaining unit member will be deducted for emergency days.

If the administration should set a delayed start for any or all employees that day shall be considered a full day.

### **Section 5.09 Dispensing of Medication to Students**

Except in case of emergency no bargaining unit member, other than the Registered Nurse, will be required to administer medication as part of their job duties.

## **Article VI. LEAVES**

### **Section 6.01 Sick Leave**

Sick leave will be granted for serious illness or death in the immediate family or household. Immediate family includes: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

All full-time employees shall be provided sixteen (16) sick leave days per year. Part time employees shall receive prorated sick leave. Unused sick leave may accumulate up to a total of 240 days.

The Board shall maintain an accounting of the employee's sick leave and shall notify the employee of such accounting at the beginning of each fiscal year.

Additional sick leave days shall not be accrued by any employee after he/she qualifies for benefits under Worker's Compensation, the Illinois Municipal Retirement Fund Disability or is on unpaid leave.

The Board reserves the right to require such reasonable evidence as it may desire confirming the necessity for the use of sick leave by an employee.

Employees requesting to be absent from work and to utilize sick leave benefits shall contact the immediate supervisor in a manner as designated by the immediate supervisor at the beginning of the school year, including but not limited to phone call, text, email..

The employee shall complete the required employer form for absences on the day the employee returns to work.

If an employee must leave work, the part of the day missed shall be computed to the nearest quarter day.

Employees may use sick and/or personal leave days to attend the funeral of any relative included in the definition of immediate family or household. An employee may also use sick or personal leave days to attend the funeral of a non-relative provided such attendance does not adversely affect the operations of the school district.

### **Section 6.02 Personal Leave**

For full-time employees, personal leave shall consist of two (2) days per year. If any of these personal leave days are not taken, up to a maximum of two (2) days shall be carried over to the next year as personal leave days so that an employee may have a maximum of four (4) personal leave days to use in one year. All other unused personal leave days will be accumulated as sick leave at the start of the next year.

Application for the use of personal leave shall be made to the immediate supervisor twenty four (24) hours in advance, except in case of emergency. An emergency application shall set forth the nature of the emergency and shall be submitted as soon as practicable.

Personal leave shall not be taken immediately before or after a holiday, winter break, spring break or the first and last three (3) days of the school year, unless the employee has received prior approval from the Superintendent or his designee. The Superintendent in his/her discretion may grant such leave in an emergency situation or for other valid reasons. The application for such leave as described in this paragraph shall be in writing and shall state the reason for the requested leave. Personal leave is intended to be used for transacting business or other personal matters that can only be done during the employee's working hours. Personal leave shall not be used for vacations or to extend a vacation, or for any activity that will produce income for the employee or during a work stoppage of any kind. The grant or denial of such leave is within the discretion of the Superintendent and not subject to the grievance procedure.

The Superintendent reserves the right to deny a personal leave day if a serious disruption of the program would result.

### **Section 6.03 Jury Duty Leave**

Any employee required to report for jury duty will continue to receive their pay with no loss of any leave, seniority, or loss of any other benefits. The employee will be paid the difference between the compensation received for jury duty and the employee's daily rate of pay after the employee presents the Business Office with proof of service on jury duty and the amount of pay received.

### **Section 6.04 Workers' Compensation Leave**

Employees receiving worker's compensation temporary total disability paychecks from the School District's worker's compensation insurer may retain such checks and receive payment from the School District for one-third of a day of available sick, vacation, personal or other paid leave, less applicable deductions. Upon payment to the employee for any such leave, one-third of a day of the leave will be subtracted from the employee's corresponding accumulated leave. If no sick, vacation, personal or other paid leave is available, the employee will not receive any supplemental payment from the School District beyond the worker's compensation check.

Days on workers' compensation leave shall count as days worked for seniority and advancement on the salary schedule. Employees on workers' compensation leave shall not accrue sick leave days, personal days and vacation days.

### **Section 6.05 Association Leave**

The Association may send representatives to local, state or national conferences. These representatives shall be excused without loss of pay providing that the Association shall reimburse the District for the cost of the substitute. A written notification for leave shall be submitted to the Superintendent by the President of the Association.

Such release time shall not exceed six (6) Association leave days per school year in the aggregate provided that no more than two (2) employees may attend any such conference on the same day.

**Section 6.06 Leave of Absence**

1. A leave of absence without pay may be granted to an employee with a minimum of two (2) years of service in the District by the Board for a period of one (1) year or less at the request of the employee and upon the recommendation of the Superintendent.
  
2. The granting or denying a leave of absence shall not be precedential with respect to granting or denying any other leave of absence for the employee requesting the leave or any other employee and shall not be subject to the grievance procedure. An employee on leave of absence retains any unused accumulated sick leave, personal days and vacation days, usable upon return to regular employment, but does not earn additional sick leave, personal days and vacation days until the employee returns to service. An employee also does not advance on the salary schedule or accrue seniority while on a leave of absence except as provided in the definition of seniority contained in this Agreement. An employee on leave of absence shall have the right to continue his/her health insurance coverage at the employee's expense provided the employee complies with all applicable COBRA regulations and procedures of the insurance carrier.

**Section 6.07 Vacation Leave**

Vacation days, those days when an employee may be away from work and receive his regular pay will be granted to full-time twelve (12) month employees.

All vacations will be determined from July 1 to June 30 of each contract year ("fiscal year"). New employees in their first fiscal year of employment will have vacation leave prorated at the rate of .83 days per complete month and will be eligible to take such accrued vacation after the next July 1. No vacation leave will be allowed before the vacation days have been earned.

For all other employees, the length of vacation is based on the number of years of continuous contract service in the District. (Placement on the salary schedule has no relation to vacation allowance.)

Upon completion of one (1) full fiscal year	-	10 working days
Upon completion of five (5) full fiscal years	-	15 working days
Upon completion of ten (10) full fiscal years	-	20 working days

**General Procedures:**

- A bargaining unit member may carry over 5 vacation days from year to year but they will never accumulate to more than that year's allotment of days plus five that carry over.

- Vacation roll over days must be used by December 31 of the new work year or those five (5) days will be lost.
- Vacations are to be scheduled at times that are best for the District and the employee. Vacations shall not be taken during the time when school is in session, except by special arrangement with the Superintendent or the Superintendent's designee. Employees must submit a written vacation request to the immediate supervisor (and Superintendent or Superintendent's designee if vacation is sought while school is in session) for approval two weeks in advance of the requested vacation leave.
- A day of vacation leave will not be charged should a paid holiday fall during the vacation leave.
- Vacation leave shall accrue only when an employee is on the job. Vacation days shall not accrue when an employee qualifies for benefits under Worker's Compensation, IMRF Disability or is on unpaid leave.
- Upon separation from the District, the employee will receive any unused vacation leave in salary at the employee's regular daily rate of pay.

#### **Section 6.08 Bereavement Leave**

Each bargaining unit member working twenty (20) or more hours a week shall be granted two days per occurrence non-cumulative paid days for bereavement leave in the event of the death in the immediate family. The immediate family shall be defined as parent, spouse, brother, sister, children, life partner, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and those over whom the member has legal guardianship or relatives living in the member's immediate household.

## **Article VII. TRANSFERS**

### **Section 7.01 Posting of Vacancies**

If a vacancy occurs in a position covered by this Agreement as a result of a resignation, termination, promotion, or new position, such vacancy shall be posted on the employee bulletin boards in all school buildings for at least five (5) business days except in cases of emergency.

### **Section 7.02 Voluntary Transfer**

Any employee may apply for transfer to another position/building where a vacancy occurs. Such applications shall be in writing to the Superintendent. If the Superintendent denies an employee's transfer request, the employee will be given an opportunity to meet with the Superintendent or designee to discuss the reasons for the denial of the transfer, upon the employee's request.

### **Section 7.03 Involuntary Transfer**

Any employee who is involuntarily transferred will be notified as soon as practicable and will be given an opportunity to meet with the Superintendent or designee to discuss the transfer. Except in the case of emergency, a two (2) weeks' notice will be given to the employee if the involuntary transfer is to be permanent. If the involuntary transfer is temporary, the bargaining unit member will receive a 48 hour notice.

When considering transfers whether voluntary or involuntary, seniority shall be one item considered for all members of the bargaining unit.

## **Article VIII. REDUCTION IN FORCE AND SENIORITY**

### **Section 8.01 Seniority**

Seniority shall be defined as the total length of continuous service as either a part-time or full-time employee within a category of position as set forth in Section 8.4 of this Article. Seniority shall not be interrupted by approved Board leave, but time on unpaid leave of absence of ninety (90) consecutive days or more shall not count toward the accrual of seniority. Seniority shall be earned and maintained within each category of position and shall begin with the first working day in such category of position. Part-time employees shall accrue seniority on a pro rata basis. If an employee transfers from a part-time to a full-time position (or vice versa) within the same category, the employee shall be able to utilize the seniority accrued in his/her prior position in his/her new position. Continuous service shall be interrupted by resignation, retirement or termination.

### **Section 8.02 Resolving Identical Seniority**

1. If total years of continuous service referred to in Section 8.1 of this Article are equal between two (2) or more employees, then seniority shall be determined by total continuous service with the District in any capacity.
2. If total years of continuous service referred to above are equal between two (2) or more employees, then a lot drawing witnessed by the Association President and a representative from the Administration shall determine seniority.

### **Section 8.03 Seniority Lists**

A copy of the annual seniority list shall be furnished to the Association President and posted in all buildings on the employee bulletin board by February 1. Any employee disagreeing with his or her seniority shall respond, in writing, to the Superintendent and the Association President within thirty (30) calendar days following the date of the posting. After expiration of the posting period, the seniority lists shall be considered final as of that date and for all prior years.

### **Section 8.04 Categories of Positions**

Employees shall be ranked by their seniority as either full-time (as determined by full-time for their particular category) or part-time within the following categories of positions:

- 1) Aides
- 2) Clerical (“Assistant Bookkeepers/Accounts Payable”)
- 3) Custodians
- 4) Food Service
- 5) Nurses
- 6) Secretaries
- 7) Technology Associates
- 8) Teacher Associates

### **Section 8.05 Reduction-in-Force Procedures**

Reduction in force shall be made on the basis of seniority accrued. Employees with the least seniority in the affected category of position shall be removed in such sequence (i.e. least to most senior) until the necessary reduction has been made, provided more senior employees are qualified to hold the positions of the less senior employees. In determining an employee's qualifications for purposes of reduction-in-force, the Board shall consider any statutory or regulatory employment pre-requisites, and the specific skills required for the position as determined by the District in its policies, rules, regulations, or job descriptions.

### **Section 8.06 Recall**

To be eligible for recall, the honorably dismissed employee must provide the Board, prior to the last day of employment, with written notification of the address where the employee may be reached. The employee must notify the Board in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position offered to the employee during the recall period.

Any employee recalled during the recall period shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal and prior to recall during which the employee did not work shall not be counted towards seniority.

## **Article IX. EMPLOYEE RIGHTS**

### **Section 9.01 Right to Representation**

When an employee is required to appear before the administration and/or the Board regarding the discipline or dismissal of an employee, the employee shall be given advance notice and be entitled to have a representative of the Association present.

### **Section 9.02 Employee Dismissal Procedures**

If the administration seeks to dismiss an employee who as determined by the employee's immediate supervisor and after reviewed by the Superintendent has been employed for at least one (1) year from his or her start date for unsatisfactory performance, the administration shall notify the employee of his or her deficiencies and corrective action for improving the employee's performance in writing and shall offer the employee an opportunity to remediate his or her deficiencies prior to notice of termination. Unsatisfactory performance shall be determined by the Board in its sole discretion.

In such case, the employee shall be given an opportunity to meet with his or her immediate supervisor to discuss his or her deficiencies and corrective action for improving the employee's performance. The employee will be given sixty (60) work days to remediate his or her deficiencies during which time the administration shall evaluate the performance of the employee.

If after such remediation, the employee's performance has not improved sufficiently in the sole opinion of the administration the employee shall be dismissed. Such employee shall have the right to meet with the Board in closed session prior to his or her proposed dismissal and the right to be represented at this meeting by a representative of the Association. The Board's decision shall be final and not grievable.

Nothing herein shall prevent the Board from immediately dismissing such employee for reasons which it deems, in its sole discretion, not directly involving performance, including, but not limited to such reasons as repeated unexcused absences, fighting, intentional failure to follow Board policies or directives, or which it deems, in its sole discretion, to be irremediable, including, but not limited to sexual harassment, carrying a weapon and conduct that is injurious to the health, safety and welfare of the students. Such employee shall also have the right to meet with the Board in closed session prior to his or her proposed dismissal and the right to be represented at this meeting by a representative of the Association. The decision of the Board on the need for remediation and the dismissal shall be final and not grievable.

### **Section 9.03 Notice of Assignment**

A bargaining unit member shall receive a temporary notice of assignment on or before May 15. If the assignment needs to be changed prior to the next school year, due to unforeseen circumstances, the member will be notified as soon as practical.

## **Article X. COMPENSATION AND RELATED PROVISIONS**

### **Section 10.01 Pay Dates**

Payroll checks will be issued every other Friday. If Friday is a legal holiday or school is not in session, checks will be distributed on Thursday. During the summer months, paychecks may be picked up on Thursday at the District Business Office between 9:00am and 12:00pm or they will be mailed on Thursday afternoon. See Appendix A for list of “pay dates” which is attached.

### **Section 10.02 Salary**

The salary rates and increases are set forth in Appendix B which is attached.

### **Section 10.03 Health Insurance**

The Board of Education and Association shall form an insurance committee to research and discuss Medical, Dental, and Vision insurance issues and plans. The insurance committee shall be comprised of a balance between the administration and members of the MEEA and MESP. Minimally four (4) individuals will be chosen by the Superintendent and four (4) members of the Association to be appointed by the Association Presidents. As long as the district is self-insured, the committee will establish and manage a reserve account as defined below. Decisions regarding Medical, Dental, and Vision insurance coverage, including but not limited to: co-payment charges, maintenance of the reserve fund, deductibles, co-insurance charges, insurance premiums, insurance providers, and plan types shall be made by the committee and presented to the Board of Education and Association for final approval, modification, or rejection by no later than December 1 of each insurance year (i.e. calendar year).

The parties acknowledge that notwithstanding the language contained in Section F, the Board may transfer \$2,000,000.00, from the Insurance Reserve Fund to one or more funds established by the Board (e.g. Education Fund.)

For all full-time employees, the Board shall contribute 90% of the full cost of the monthly insurance premiums for Single Medical, Dental and Vision coverage. The balance of the cost of said insurance shall be paid by the teacher covered. The Board shall contribute 90% of Family Medical, Dental and Vision coverage for employees hired on or before the 03-04 school year. The balance of the cost of said insurance shall be paid by the employee covered. For the 2016 and 2017 calendar years, after the insurance premiums have been established each year, the share of the annual premiums paid by each of the full time employees shall be reduced by \$500.00.

Employees hired after the 03-04 school year who elect Family Medical, Dental and Vision insurance may only receive 90% of the cost of Family Medical, Dental, and Vision insurance after the satisfaction of certain criteria as specified below:

Staff hired 2004-2005	Employee pays 40% of cost of family insurance and Board pays remaining 60% of cost of family insurance for 1 year
Hired 2005-2006	Employee pays 40% of cost of family insurance and Board pays remaining 60% of cost of family insurance for 2 years
Hired 2006-2007	Employee pays 40% of cost of family insurance and Board pays remaining 60% cost of family insurance for 3 years
Hired 2007-2008 or later.....	Employee pays 40% of cost of family insurance and Board pays remaining 60% cost of family insurance for 5 years.

The ACA Cadillac Tax provision is effective January 1, 2018. The tax is a 40% surcharge on the dollar amount that exceeds \$10,500 for single coverage and \$27,500 for family coverage. For example, if the single rate is \$11,500 then the Cadillac Tax would be \$400 per single enrollee (\$1,000 x 40%). If the insurance committee is unable to agree on a plan design that is below the Cadillac Threshold then the employees will be responsible for the surcharge. In addition, the district will provide a plan option that employees can elect to avoid the Cadillac Tax.

#### **Section 10.04 Paid Holidays**

Paid holidays apply to twelve-month employees only. Accordingly, in this section, the term employees shall only refer to twelve-month employees. All employees shall receive twelve (12) paid holidays that shall be established each year with the approval of the school calendar. Holidays normally will include the following:

New Year's Day  
 Martin Luther King Jr.'s Birthday  
 President's Day  
 Good Friday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Thanksgiving Day  
 Friday after Thanksgiving  
 Christmas Eve  
 Christmas Day

In addition, twelve month employees will have four (4) days considered non-paid days off, which normally include New Year's Eve and the day after Christmas if it lands on a normal work day. The remaining two days shall be determined when the school calendar is finalized.

If Independence Day, Christmas Day, or New Year's Day falls on either a Saturday or Sunday, either the preceding Friday or following Monday shall be declared a holiday for employees.

The Board may require employees to work on these holidays during an emergency or for the continued operation or maintenance of it facilities.

### **Section 10.05 Retirement**

Employees with at least ten (10) years of consecutive service to the District will receive a longevity stipend of \$25 for every year of service upon board approved retirement from the District. To be eligible for this stipend, the employee must give the Board a minimum of two (2) months' notice. Employees should contact the Human Resources Department for the necessary forms to initiate retirement.

In addition, employees who retire from the District under this provision shall receive \$25 per day, up to a maximum of 50 days, for each unused sick day not reported to the Illinois Municipal Retirement Fund.

## **Article XI. AGREEMENT**

### **Section 11.01 Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

### **Section 11.02 Severability**

If any provision of this Agreement should be found contrary to law or by a court of competent jurisdiction, such provision or application will be deemed invalid but all other provisions hereof not affected by such invalidation will continue in full force and effect.

### **Section 11.03 Printing of Agreement**

Within thirty (30) days after the Agreement is signed by both the Board and the Association, the Board shall have a copy of this Agreement prepared for each employee and shall deliver the same to the Association for the distribution to each employee in the District. In addition, the Board shall provide twenty (20) copies of the Agreement without charge to the Association.

### **Section 11.04 No Strike**

The Association, its officers, agents and the employees shall not engage in a strike, work stoppage, slow-down, picketing, or other concerted action or refuse or fail to fully and faithfully perform job functions and responsibilities or otherwise interfere with the operations of the District during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The employer agrees that, for the duration of this Agreement, it will not engage in a lockout of the employees of this unit provided they do not engage in any of the above activities.

### **Section 11.05 Duration of Agreement**

This Agreement shall be in effect on the date of its execution on January 27, 2016 and shall continue in full force and effect through June 30, 2018.

### **Section 11.06 Execution of Agreement**

**IN WITNESS WHEREOF**, the parties have executed this amended Agreement by their duly authorized representatives.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

FOR THE

BOARD OF EDUCATION OF  
DISTRICT NO. 201

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

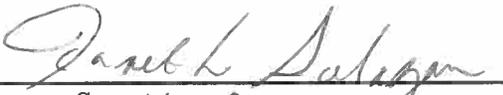
Ratified: 1/27/16  
\_\_\_\_\_  
(Date)

FOR THE

MINOOKA ELEMENTARY  
SUPPORT PROFESSIONALS IEA/NEA

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
~~Secretary~~ President

Ratified: 1-28-16  
\_\_\_\_\_  
(Date)

**APPENDIX A – STARTING HOURLY RATES AND ANNUAL  
COMPENSATION ADJUSTMENTS**

Employee Category	Starting Rates		Annual Increases		
	2015-18		2015-16	2016-17	2017-18
<b>Aides</b>	\$ 11.00		4%	4%	4%
<b>Associates</b>	\$ 15.50		4%	4%	4%
<b>Secretarial</b>	\$ 11.50		4%	4%	4%
<b>Custodial</b>	\$ 11.50		4%	4%	4%
<b>Nurses</b>	\$ 22.50		4%	4%	4%
<b>Technology</b>	\$ 12.75		4%	4%	4%
<b>Cafeteria</b>	\$ 10.00		4%	4%	4%

**Each bargaining unit employee that has been in their position for at least 60 days will receive an increase to their hourly rate on July 1st as shown on the schedule. The starting rates shall be the minimum rate paid to any employee in that category.**

## APPENDIX B – ANTICIPATED PAY DATES

<u>2015-2016 Pay</u> <u>Dates</u>	<u>2016-2017 Pay</u> <u>Dates</u>	<u>2017 - 2018 Pay</u> <u>Dates</u>
9/4/2015	9/2/2016	9/1/2017
9/18/2015	9/16/2016	9/15/2017
10/2/2015	9/30/2016	9/29/2017
10/16/2015	10/14/2016	10/13/2017
10/30/2015	10/28/2016	10/27/2017
11/13/2015	11/11/2016	11/10/2017
11/27/2015	11/25/2016	11/24/2017
12/11/2015	12/9/2016	12/8/2017
12/25/2015	12/23/2016	12/22/2017
1/8/2016	1/6/2017	1/5/2018
1/22/2016	1/20/2017	1/19/2018
2/5/2016	2/3/2017	2/2/2018
2/19/2016	2/17/2017	2/16/2018
3/4/2016	3/3/2017	3/2/2018
3/18/2016	3/17/2017	3/16/2018
4/1/2016	3/31/2017	3/30/2018
4/15/2016	4/14/2017	4/13/2018
4/29/2016	4/28/2017	4/27/2018
5/13/2016	5/12/2017	5/11/2018
5/27/2016	5/26/2017	5/25/2018
6/10/2016	6/9/2017	6/8/2018
6/24/2016	6/23/2017	6/22/2018
7/8/2016	7/7/2017	7/6/2018
7/22/2016	7/21/2017	7/20/2018
8/5/2016	8/4/2017	8/3/2018
8/19/2016	8/18/2017	8/17/2018

