

# **A G R E E M E N T**

BETWEEN THE

**BOARD OF EDUCATION,  
SCHOOL DISTRICT 69  
Cook County, Illinois**

AND THE

**DISTRICT 69 PSRP COUNCIL  
LOCAL 1274, IFT-AFT/AFL-CIO**

**2017-2021**



*A Union of Professionals*

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## **ARTICLE I— RECOGNITION**

### **1.1 RECOGNITION OF THE UNION**

The Board recognizes the District 69 PSRP Council, Local 1274, IFT/AFT, AFL-CIO, hereinafter referred to as “the Union”, as the sole and exclusive bargaining representative for all full-time and part-time regularly employed non-certified school personnel including paraprofessionals, secretary/clerical employees, non-confidential business office employees, custodial and maintenance employees, technology employees, LMC/technology paraprofessionals, occupational therapists, school nurses, custodian/custodian-driver, parent coordinator/educator, family liaison, file clerk/delivery, and recess supervisors excluding all supervisory, managerial and confidential employees as defined by the Act.

### **1.2 UNION’S EXCLUSIVE BARGAINING RIGHTS**

The Board agrees not to negotiate with any other labor organization, individual employee or group of employees with regard to negotiable items as defined in Section 5/4 of the Illinois Educational Labor Relations Act, 115 ILCS 5/4, provided it is understood that individual bargaining unit members or group of bargaining unit members retain the right to discuss with the District and the administration matters relating to the educational program and to clarify any questions regarding salary or conditions of employment and that any individual employee or group of employees may present grievances and have them adjusted as long as the adjustment is not inconsistent with this agreement and the Union has had the opportunity to be present at the adjustment.

### **1.3 DEFINITION OF EMPLOYEE**

The term “employee” as used in this Agreement shall refer to all employees included in the bargaining unit defined in Section 1.1 of this Article.

#### **1.4 MANAGEMENT RIGHTS**

Except as limited by the written provisions of this Agreement, the District retains all traditional rights to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the District; to determine the methods, means, organization and number of personnel by which such operations and services shall be conducted; to supervise and direct the work force; to transfer employees between school buildings; to hire and establish the qualifications for employment; to establish work and productivity standards and from time-to-time to change those standards; to assign overtime; to make, alter and enforce rules, regulations, policies and procedures; to evaluate employees; to require the physical and mental fitness of employees; to discipline employees; to suspend employees without pay and discharge employees with just cause; to establish and change work schedules and set hours of work; to establish, eliminate or change classifications; to assign, promote or demote employees; to lay off employees because of lack of work or other reasons; to change or eliminate existing methods, equipment or facilities or introduce new ones; to assign work to outside contractors; to determine training needs and assign employees to training; to take any and all actions as may be necessary to carry out the mission of the District.

## **ARTICLE II — EMPLOYEE AND UNION RIGHTS**

### **2.1 UNION DUES DEDUCTION**

The District shall, upon proof of membership authorization, withhold union dues from the compensation of an employee. Under such arrangement, an amount shall be withheld twice each month from October through May which is equal to the pro rata share of the annual membership dues. The District shall remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made.

### **2.2 COPE DEDUCTION**

The District, upon the receipt of a written authorization from an employee, shall deduct the authorized amount of an employee's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE) from his/her pay. This contribution shall be deducted from the last paycheck in October and forwarded to the Union no more than ten (10) working days after the payday from which such deduction is made.

### **2.3 USE OF BULLETIN BOARDS**

The District shall provide the Union with designated space on bulletin boards upon which the Union may post notices of its meetings and other Union activities, provided such notices are of a non-political and non-inflammatory nature. The Union will limit the posting of Union notices to the designated bulletin boards.

### **2.4 USE OF BUILDINGS**

The Union and its duly authorized representatives shall have the privilege of using the school premises for meetings and the use of school equipment normally available to employees at such time and place as the administration deems reasonable so as not to interfere with, or disrupt normal school operation. Requests for the use of school premises and school equipment shall be directed to the Superintendent or his/her designee. Expenses incurred by the District because

of the use of the District's facilities and equipment by the Union may be charged to the Union at unit cost.

## **2.5 NOTICE OF BOARD MEETINGS AND BOARD AGENDA**

Notices of regular or special Board meetings are available through the District website.

## **2.6 APPROVED BOARD MINUTES**

Approved minutes of all Board of Education meetings are available through the District website.

## **2.7 DISTRIBUTION OF UNION MATERIAL**

The regular intra-district delivery service and employees' mailboxes and e-mail (for employees who are given district e-mail accounts) shall be made available to the Union for communications to employees unless such use interferes with the normal school operations.

The Union shall also have the right to use the school's duplication equipment during non-school hours provided that the Union reimburses the District for the cost of any materials used and for any damage caused by the negligent use of such equipment as long as such use does not interfere with any facet of the school's business.

## **2.8 DISTRICT POLICIES**

The District's official policies, rules, regulations and handbooks are available through the District website. The Union shall be notified of any and all subsequent additions, deletions and amendments at such time as they become available. The Union is free to print one copy of the change at no cost.



## **2.9 LABOR MANAGEMENT MEETINGS**

In an effort to keep open lines of communication and maintain a productive and problem-solving culture, there shall be quarterly meetings between the Superintendent and the Union President to discuss those issues and concerns relative to the bargaining unit and the application of the terms of this Agreement.

## **2.10 NOTICE TO UNION**

The Union President and Treasurer will be informed via email of any newly hired employee's name, job title, work site, hours and pay rate within seven (7) days of the employee's first day of work. The District will also inform the Union President via email of employee reassignments and transfers.

## **2.11 FAIR SHARE**

**Non-Union Members:** All employees covered by this Agreement who are not members of the Union shall, commencing on the effective date of this Agreement, or within sixty (60) 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 pay period their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

**Fee Deductions:** Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union, provided however, that the Union shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union, and which describes the method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share. In addition, the Union shall post the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board.

**Names of Non-Members:** Upon receipt of said affidavit, the Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations. The Board shall provide a list of non-members, their worksite and the amount deducted each pay period no later than seven (7) days after the deduction is made.

**Fair Share Notice:** The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any nonmembers may file an objection to the fee with the IELRB (with a copy served on the Union) in accordance with the rules and regulations of the IELRB. The parties recognize the right of employees to object to the amount of the fair share fee and that such objections will be handled under rules and regulations now in effect or adopted later by the IELRB. Should an employee file an objection with the IELRB as to the amount of fair share fee, the Board shall continue to deduct the fee and transmit the portion of the fee in dispute to the IELRB, which shall hold that amount in escrow in an account established for that purpose. The Board shall continue to transmit all such amounts to the IELRB until further order of the IELRB. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during any pending action pursuant to applicable IELRB procedures.

**Indemnification:** The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including the costs of defense thereof, that shall arise out of complying with the provisions of the Section, or in reliance on any list, notice, certification, affidavit, or reassignment furnished under any such provisions; or which might arise pertaining to the term of this Agreement. It is therefore understood that, in the event of any judicial or administrative proceeding involving this Section at which the appearance of the

Board is necessary, or which requires the expenditure of any cost or fees by the Board, the Board may select counsel of its choosing, and that “costs of defense” includes the Board’s reasonable attorney’s fees, and the Union shall reimburse same to the Board.

## **ARTICLE III — EMPLOYMENT RIGHTS CLAUSE**

### **3.1 EMPLOYEE CLASSIFICATIONS AND SENIORITY**

Employees in the bargaining unit are employed in the following classifications:

1. School Secretaries/Receptionist/Administrative Assistants
2. Custodian/Custodian-Driver
3. Paraprofessionals
4. LMC Technology Paraprofessionals
5. Recess Supervisors
6. School Nurses
7. Technology Support Specialists
8. Data Systems Specialists
9. Family Liaisons
10. EL Paraprofessionals
11. Occupational Therapists
12. Accounts Payable Specialist
13. File Clerk/Delivery

Employees who successfully complete their probationary periods shall have seniority starting with their first day of work. For purposes of lay-off and recall, seniority shall be by classification. Employees shall not have the right to bump employees in other classifications or to be recalled to a classification other than the one from which they were laid off. Part-time employees shall accrue seniority on a pro-rated basis.

Any newly-created bargaining unit positions shall be discussed and negotiated with the Union prior to the posting of the open position.

### 3.2 CALENDAR AND HOURS

#### A. CALENDAR

Employees are scheduled to work either for the full calendar year (“twelve month employees”) or for the school year (“ten month employees”). Hours worked by ten month employees vary based on the position and school calendar. Employees will receive a copy of their work calendar by May 15<sup>th</sup> each year.

#### B. HOURS BY CLASSIFICATION

The hours shown below will be full-time hours for the various classifications of employees:

Position	Paid Hours	+ Paid Break Hrs.	+ Unpaid Lunch	= Total Hours/Day
School Secretaries/Receptionist/ Administrative Assistants	7.00	.50	.50	8.00
Custodian/Custodian-Driver	7.00	.50	.50	8.00
Paraprofessionals	6.75	.25	.50	7.50
LMC Technology Paraprofessionals	6.75	.25	.50	7.50
Recess Supervisors	2.00	.00	.00	2.00
School Nurses	7.50	.50	.50	8.50
Technology Support Specialists	7.50	.50	.50	8.50
Data Systems Specialists	7.50	.50	.50	8.50
Family Liaisons	3.75	.00	.00	3.75
EL Paraprofessionals	6.75	.25	.50	7.50
Accounts Payable Specialist	7.00	.50	.50	8.00
File/Delivery Clerk	6.00	.00	.50	6.50

Starting and ending times may be adjusted, without a reduction in total hours worked per day, according to the needs of the District. Except as circumstances shall clearly require, the District shall provide one week

written notice before adjusting any regular shift hours. Should it become necessary to reduce the number of hours worked by any employee, the District will comply with Article 13 of this Agreement. It is understood that summer, winter break, and spring break may have reduced daily hours. It is understood that yearly hours may increase or decrease as a result of changes to the school year. Due to the nature of their duties, Family Liaison hours are flexible, so they work 20 hours per week, but may not work 3.75 hours each day.

**C. ATTENDANCE AT PARENT-TEACHER CONFERENCES**

Paraprofessionals and School Nurses generally will not be required to work during parent-teacher conferences. If they are required to work during a parent-teacher conference, they will be compensated at their regular rate of pay and will be subject to overtime pay if eligible per Section 3.4.

In addition, if the teaching staff is not required to report to work during the day on one or more parent-teacher conference days, then the paraprofessionals and school nurses will not be scheduled to work on those days either and, instead, will be scheduled to work that same number of days prior to the opening Institute Day.

The District shall provide relevant professional development for paraprofessionals pertaining to the population of the students of District 69 during the two days prior to the opening of Institute Day.

**3.3 BREAK AND MEAL PERIODS**

Employees scheduled to work at least seven consecutive hours will be given:

- A. Two (2) paid fifteen (15) minute break periods, with one break to be taken during the first half of the shift and the second break to be taken during the second half of the shift as efficient operations will permit.

- B. A thirty (30) minute unpaid, duty-free meal period as near the middle of the shift as efficient operations will permit. Nothing herein shall preclude agreement between the employee and his/her supervisor to combine breaks and/or lunch.

Each employee working fewer than seven (7) hours per day will be allowed one paid break of fifteen (15) minutes and a thirty (30) minute unpaid, duty-free meal period.

Employees in positions of service directly to students will not be allowed to change a student's instructional schedule to accommodate break time. Employees will have their breaks scheduled by the employee's immediate supervisor. Except in cases of emergency, breaks will not be scheduled for the first or last hour of the employee's workday. The lunch break may need to be scheduled before or after the students' approved lunchtime.

### **3.4 OVERTIME**

Work performed by an employee after forty (40) hours shall be paid at the rate of one and one-half (1½) times his/her regular rate of pay except that work performed on holidays when school is closed shall be paid at two (2) times the regular rate. Overtime may be required as necessary as determined by the District. Except for snow removal which is covered by Article 3.8, work performed on Sunday by custodial and maintenance employees shall be paid at two (2) times their normal rate of pay.

For custodial and maintenance employees, overtime work must be approved in advance by the school head engineer during regular school hours or if an administrator is present outside of regular school hours. After regular school hours if no District administrator is present, the employee may work the necessary overtime. In those circumstances, the employee must contact the school head engineer on the next business day to explain the reason for the overtime and must

record such reason on his/her time sheet. The District reserves the right to require preapproval of all overtime if it believes that employees are working excessive or unnecessary overtime hours.

Overtime for non-custodial and maintenance employees must be approved by an administrator or the Business Manager. All overtime hours must be reported on the employee's time sheet.

### **3.5 COMPENSATORY TIME**

In lieu of paid overtime, employees may be offered up to forty (40) hours of compensatory time off. Employees must be pre-approved in accordance with Section 3.4. Compensatory time may be taken in one-half day increments at a time mutually agreed between the employee and his/her supervisor. Employees may not use compensatory time off during the first or last week of any semester by staff in grades 6-8 or in the first or last week of the school year for staff in grades 3-5 or on the school day before or after a legal holiday or school recess. Employees must request the use of compensatory time at least seventy-two (72) hours in advance. Compensatory time off must be used within three hundred and sixty-five (365) days of when earned. Unused compensatory time shall be paid to the employee at the rate at which it was earned.

### **3.6 NOTICE OF ASSIGNMENT**

All ten-month employees shall be informed by May 15 if they will be rehired for the next school year. Subsequently, each ten-month employee will be given written notice of their tentative assignment for the forthcoming year no later than August 1. In the event that changes in such assignments are subsequently required, the employee affected by the change shall be promptly notified in writing.



### **3.7 METHOD OF SALARY PAYMENT**

All ten-month employees and employees working two hundred (200) days per year shall have the option of being paid in twenty-two (22) or twenty-six (26) installments. All twelve-month employees will be paid in twenty-six (26) installments. All employees will have the option to be paid through direct deposit. Employees will be able to access payment and benefit accrual information through the on-line employee portal website. For employees who do not elect direct deposit, checks shall be issued every other Friday. In the event a pay day falls on a non-work day, checks shall be distributed the day prior to that pay day. Ten month employees who elect family medical insurance will have the full year of insurance premiums pro-rated such that no money will be owed over the summer months.

### **3.8 SNOW REMOVAL**

The shift of hours of snow removal shall be rotated among custodial staff by building. The list for each snow season shall be posted in the custodians' office no later than November 1 of each school year. The head building engineer shall inform the custodians when their turns arise. With respect to snow removal, custodians who are required to remain after the end of their regular shift or who are called in early or who are required to report to work before the employee has been off work for at least eight (8) hours shall be guaranteed at least two hours of pay for such snow removal.

Custodians are required to work on declared snow days and will be paid two (2) times their normal rate of pay on such days. Custodians who do not have a pre-approved vacation or personal business day and fail to report to work on a declared snow day shall be docked for that day. However, a custodian unable to report to work on a Governor-declared emergency day(s) shall be able to use vacation and/or personal business day(s).

## **ARTICLE IV — PERSONNEL FILES**

### **4.1 PERSONNEL FILES**

Only one official personnel file shall be maintained by the District.

### **4.2 RIGHT OF ACCESS**

Each employee shall have access, for examination purposes, to all of the material in his/her personnel file, with the exception of letters of reference, any portion of a test document or any other material excluded by the Illinois Personnel Records Act. The examination of the personnel file shall occur within seven (7) working days of the employee's request during normal business hours at a time that does not interfere with the employee's normal duties. The seven day period shall be waived in instances where the employee is subject to discipline, dismissal, or grievance timelines which may necessitate faster access. The employee may be accompanied on such examination by a representative of the Union. A representative of the administration may also attend such inspection.

### **4.3 PLACEMENT OF MATERIAL IN FILE**

Employees will be provided with copies of any evaluative or disciplinary item or letter of complaint added to their files. Each employee shall have the opportunity to respond in writing to any item in his/her file and shall have the response attached thereto.

### **4.4 RIGHT OF COPY**

Each employee shall have the right to be furnished with copies of any or all file material, exclusive of confidential material named in Section 4.2. Employees may be charged a fee for such copies. The fee shall be limited to the actual cost of duplicating the materials.

#### **4.5 PRIVACY OF MATERIALS IN FILE**

The Board will not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the employer's organization, or to a party who is not a part of the Union without complying with the notice requirements of Section 7 of the personnel records review act, 820 ILCS 40/7.

#### **4.6 REMOVAL OF MATERIAL FROM THE FILE**

No employee or administrator shall permanently remove any material from an employee's file, except by mutual consent. Upon the request of an employee, written reprimands that are more than five (5) years old shall be removed from the employee's file if there are no repeated infractions of the same or similar offense within that time period.

## **ARTICLE V — LEAVE**

### **5.1 SICK LEAVE, PERSONAL LEAVE AND ABSENCE FOR DEATH**

A. Each full-time employee shall be allowed sick leave whenever the employee's absence is necessitated by his or her own illness or disablement, or by serious illness or death in the immediate family or household, or for birth, adoption or placement for adoption to the extent of:

- Fourteen days without pay deductions each year for twelve month employees. Three of these days may be used for personal leave as covered in the paragraph "D" of this section.
- Thirteen days without pay deductions each year for ten month employees. Two of these days may be used for personal leave as covered in the paragraph "D" of this section.

Unused sick leave shall accumulate up to 240 days.

- B. For purposes of this Section, "immediate family" shall include parents, spouse, party to a civil union, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, daughters-in-law, son-in-law, legal guardians, and domestic partners.
- C. The District may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness, or as it may deem necessary in other cases.
- D. Each full time employee shall be granted personal leave each year in accordance with Section A of this article, without deduction in pay, for the purpose of transacting or attending to personal, legal, business, household

or family matters which require absence during school hours. Employees shall not be required to disclose the nature of the details of the personal business involved in the leave, but shall advise his or her supervisor that the leave is for necessary personal business. Personal days shall not be used in the first or last week of the school year or on the school day before or after a legal holiday or school recess except that the Superintendent or designee has discretion to allow an employee to use a personal day during this period for extraordinary circumstances beyond the employee's control. Except in cases of unexpected emergencies, personal day requests must be made with advance notice of 48 hours.

- E. Sick leave allowance for an employee who is employed or who resigns during the school year shall be prorated on the basis of the portion of the school year during which he or she was employed.
- F. The annual allowance described in paragraph "A" of this Section above shall be fully credited in advance to the record of each employee, effective with the first day of annual employment. The annual allowance shall be added to the sick leave accumulated from previous years.
- G. A certified sick leave report shall be available to each employee through the District website portal throughout the school year. This report shall include:
  - 1. sick leave accumulation as to the beginning of the previous school year
  - 2. the record of days deducted the previous year
  - 3. the days advanced for the current school year
  - 4. the total number of days credited and applicable for the current school year.

- H. Employees who have a Workers' Compensation claim will be allowed to use, after the first three days of absence, 1/3 of a sick day for each day they are absent because of injury. Employees who have paid leave available will sign over their Workers' Compensation checks to the District and the District will continue their normal pay while they remain absent because of the injury until their paid leave is exhausted.

## **5.2 UNPAID LEAVE**

- A. The Superintendent has the discretion to grant temporary leaves of absence for emergencies or other situations which in the opinion of the Superintendent warrant an unpaid leave. Any approved unpaid temporary leaves of absence shall not exceed ten (10) school or work days. Except in extreme emergencies, all leaves adjacent to periods of school recess and legal holidays will be denied. No absence shall be allowed without proper advanced written approval by the Superintendent. All requests for temporary leave should be submitted as soon as practicable after the employee learns of the event for which he or she seeks an unpaid leave. For employees outside the central office, the request should initially be made to the building principal who shall forward the request and his/her recommendation to the Superintendent. The Superintendent shall issue the final decision on all requests for unpaid leave.
- B. Other leaves of absence may be granted by the Board to employees without pay and in accordance with provisions specified by the Board. Application to the Board of Education for leaves shall be made in writing.

## **5.3 FMLA LEAVE**

The Family and Medical Leave Act applies to the District. Employees wishing to obtain information about leaves under the Act should consult the District's policy. Copies of that policy are available on the District's website.

#### **5.4 JURY DUTY**

Jury duty is addressed in District policy.

#### **5.5 RELIGIOUS OBSERVANCE**

Employees who are unable to be present at work or fulfill work requirements on a particular day or days or at a particular time of day because of his or her observance of a religious holiday may submit a request for a personal day for this purpose. If the number of personal days available is not sufficient to meet the needs of the employee's observance, the employee may request unpaid time off. Pre-approved "dock days" for the purpose of religious observance shall not be subject to discipline. An employee who is to be excused from work requirements due to the observance of a holiday is to give notice in writing at least two weeks before the absence to the immediate supervisor or other appropriate school supervisory personnel.

#### **5.6 UNION LEAVE**

Upon written request, in the event the Union desires to send a representative(s) to local, state or national conferences, or on other business pertinent to Union affairs, this/these representative/s shall be excused without loss of salary providing the Union reimburses the District for the cost of the substitute. The Union shall not use an aggregate of more than four (4) days in any given school year.

#### **5.7 HOLIDAYS**

Employees shall not be required to work on school holidays included in the approved annual school calendar. Twelve (12) month employees shall receive school holidays and Independence Day as paid holidays. The annual school calendar shall contain sixteen paid holidays for twelve month employees.

**5.8 PAID VACATION DAYS**

A. All full-time 12 month (i.e. employees whose classifications are listed in Article 3.2 as working 6.5 hours a day or more including .5 hours of paid break time) shall have the following paid vacation days per fiscal year. Vacation shall be credited upon employment for new employees, however, employees are not eligible to use vacation days until they have completed their probationary period. Vacation days shall be credited on July 1 of each year. With District approval, employees shall have until August 1 of the following year to use vacation days from the previous fiscal year. For secretaries, vacations may not be taken during the first two (2) weeks of June (unless the principal determines that all year end responsibilities have been completed prior to the date the employee’s vacation is to begin) or the last two (2) weeks of August or during packet pick-up days or kindergarten registration.

Having completed 0-4 years of District Service as of July 1 .....	10 days
Having completed 5-9 years of District Service as of July 1 .....	15 days
Having completed 10-19 years of District Service as of July 1 .....	20 days
Having completed 20+ years of District service as of July 1 .....	25 days

B. Vacation for the first year of employment shall be prorated based on the number of days remaining in the fiscal year upon employment with the District. For example, if, upon the first day of work, 98 days remain until July 1, the employee will have  $(98/260 = 38\%)$  (38% of 10 = 3.8) three days of vacation in the first year of employment.

C. A vacation time-off request must be submitted to the employee’s immediate supervisor. No vacation request will be unreasonably denied, however, a vacation of more than three (3) consecutive work days during the regular school term may be denied.



- D. No more than two (2) custodians from the same building shall be granted vacation at the same time when students are not in attendance. No more than one custodian at a time in the District shall be granted vacation when school is in session. If more custodians request to schedule vacations at the same time than the number allowed by this Section of the contract, vacation requests will be granted on the basis of seniority if the requests are made at the same time. If the requests are made at different times, then the first person to request the vacation time will be granted the request. The District may utilize other custodians to cover for absent custodians and is under no obligation to hire substitutes or utilize head custodians to perform work normally performed by absent custodians.

## **ARTICLE VI — EVALUATION AND JOB DESCRIPTIONS**

### **6.1 Evaluation Process**

In order to assure a high quality of employee performance, a program of evaluation shall be implemented in the District. Non-probationary employees will be evaluated on an annual basis. The evaluator shall furnish the employee with a copy of the written evaluation and hold a conference with the employee regarding the written evaluation. Upon the employee's request made within five (5) business days of the initial conference, a follow-up meeting shall be scheduled for further review and feedback regarding the written evaluation before the document is signed. Both the evaluator and the employee shall date and sign all copies of the written evaluation. The signature of the employee shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference has been held and that the employee is in receipt of the final written evaluation. A copy of all written evaluations and any attached written objections shall be placed in the employee's official personnel file.

### **6.2 Evaluation Committee**

During the first semester of the 2017-2018 school year, an Evaluation Committee shall be established. The Committee shall consist of three employees appointed by the Union President and up to three administrators appointed by the Superintendent. The purpose of the committee is to review the current evaluation tool and to recommend improvements, adjustments or changes. The parties understand that the substantive aspects of the evaluation instruments are matters of inherent managerial policy and the Board has not waived any rights with regard to those aspects of the evaluation plan.

### **6.3 Job Description Committee**

The Superintendent or his/her designee along with the Union President shall meet annually to review and update job descriptions, although the final decision on job

duties remains with the Board. Employees shall be made aware of any changes to their job descriptions.

## **ARTICLE VII — PROBATIONARY PERIOD AND DISCIPLINE**

### **7.1 PROBATIONARY PERIOD**

- A. A newly-hired employee shall be subject to a probationary period of ninety (90) work days from the first day of work during which the employee is subject to discipline or discharge for without recourse to the grievance procedure described in Article XII of this Agreement.
- B. During the probationary period, check in meetings will be scheduled to provide feedback or guidance to the probationary employee. Meetings will be scheduled every 30 work days. However, failure to schedule or hold a meeting will not modify the employee's probationary status and the employee will remain subject to discipline or discharge without recourse to the grievance procedure.

### **7.2 COMPLAINTS**

When a complaint regarding an employee which may result in discipline is made to an administrator, the administrator shall make the employee aware of the complaint and give the employee a chance to respond before imposing any discipline. The Superintendent may suspend an employee with pay while investigating a complaint against him or her and, at the conclusion of the investigation, suspend an employee without pay pending Board action on a recommendation to terminate the employee or pending the outcome of criminal proceedings against the employee.

### **7.3 DISCIPLINARY MEETINGS**

Each employee shall have the right to be accompanied by a Union representative at any meeting where the employee reasonably believes that discipline may result.

### **7.4 JUST CAUSE**

Other than suspensions pending the investigation of a complaint, a non-probationary employee shall not be suspended without pay or dismissed without just cause.

## **ARTICLE VIII — VACANCIES**

### **8.1 POSTING OF VACANCIES**

Vacancies within the District will be announced through the District website when they are official. In addition, vacancies will be posted in all buildings for a reasonable period of time under the circumstances and sent to the Union President. The parties agree that a vacancy under this paragraph of the Agreement is an opening which occurs when the District adds a position or when there is a retirement, resignation or dismissal of an employee with no reduction in the total number of District positions.

### **8.2 INTERVIEW FOR VACANCIES**

Any employee who applies for a vacancy by submitting a written application in accordance with the timeline established in the posted notice shall be given an interview for the position if they hold the qualifications for the position.

### **8.3 SUMMER WORK**

Positions for temporary summer jobs shall be posted per Article 8.1 of this Agreement. Regularly employed classified personnel shall be given consideration before outside applicants provided they have the requisite skills to complete the work.

## **ARTICLE IX — WORKPLACE HEALTH, SAFETY AND COURTESY**

### **9.1 SAFETY**

Employees shall bring observed health and safety hazards to the attention of their supervisors and shall follow health and safety regulations. Safety issues affecting the welfare of employees or students shall be discussed in meetings between the Superintendent and Union President.

### **9.2 PERSONAL INJURY/ASSAULT**

Employees shall report immediately, in writing, on a District-approved form, to the Superintendent or his/her designees all instances resulting in personal injury suffered by them in connection with their employment and all relevant facts pertaining to the incident. If an employee has been assaulted by a student or fellow employee, the Superintendent or his/her designee shall investigate the incident and, to the extent permissible under FERPA and the Illinois Student Records Act, notify the employee within ten (10) working days of a determination and the actions taken, if any, to safeguard against future assaults by the individual involved.

### **9.3 COMMUNICATION**

Communication regarding changes to policies, procedures, or assignments not covered by this Agreement shall be conveyed to the Union and directly to affected employees in a timely manner.

### **9.4 CIC AND STUDENT PERSONAL CARE**

- 1) In the assignment of student personal care responsibilities to paraprofessionals, guidance from applicable laws such as the Nurse Practice Act shall be considered.
- 2) When a student needs assistance with clean intermittent catheterization ("CIC") during the school day, the assistance will be provided by the school nurse.

- 3) Tasks and job duties which involve the personal care of students which are not required to be performed by a nurse will be assigned or delegated by the administration to paraprofessionals. Examples of such may include, but are not limited to, movement assistance, spoon feeding, lift/wheel chair assistance and bathroom assistance such as toileting and diapering.
- 4) Training shall be provided for each instructional aide who is assigned any type of personal care task that requires specific knowledge in order to help protect both the student and employee from injury.
- 5) Paraprofessionals who are required to give bathroom assistance may request an observer to promote student and employee safety. The administration will develop a protocol to promote student privacy and comfort and for requests for an observer.
- 6) Any current Paraprofessional who has a current restriction for lifting must submit the restricting in writing from the physician to the Superintendent by no later than September 15 of the current school year. Such restrictions shall be taken into account by the administration in assigning lifting responsibilities to paraprofessionals.
- 7) Paraprofessionals fulfilling assigned student personal care responsibilities will be entitled to indemnity and defense in accordance with the applicable provisions of the Illinois School Code.

## **ARTICLE X — SALARY AND RELATED PROVISIONS**

### **10.1 WAGE INCREASES**

1. Starting hourly rates will be adjusted according to Appendix A. Existing employees whose hourly rate is below the new starting hourly rate will have their rate adjusted to the new starting rate.
  - A. Additionally, for the 2017-2018 school year, each employee's salary shall be increased by 100% of the CPI-U from the prior calendar year, plus 1%. In 2017-2018, the increase for each employee shall be based on his/her annualized salary for 2016-2017 plus any increase specified in paragraph 1. For the remaining years of the contract, the increase for each employee shall be based on his/her annualized salary for the prior year.
  
2. For the 2018-2019, 2019-2020 and 2020-2021 school years, the increase for each employee shall be 100% of the CPI-U from the prior calendar year with a floor of 1.5% and a cap of 4% plus an amount to be determined once CPI is known for a total increase of 3%.

### **10.2 STARTING WAGES**

Starting hourly rates for each classification and job title are set forth in Appendix A of this Agreement. New job titles and job descriptions shall be brought to the attention of the Union President so that the Board and Union can negotiate an appropriate classification and starting wage.

Employees who are involuntarily placed in a new position during the school year due to a reduction-in-force or involuntary transfer shall be paid for the remainder of the fiscal year and the next fiscal year their current hourly rate or the starting hourly rate for the new position, whichever is higher. If the involuntary transfer begins July 1, the employee will be red-circled for one fiscal year. At the end of



the red-circle period, the employee shall be paid the starting hourly salary rate for the position plus appropriate district years of experience.

### **10.3 INTERNAL SUBSTITUTION**

Employees who hold a valid Illinois teaching certificate and who are assigned to substitute for a regular classroom period shall be paid twenty dollars (\$20.00) per hour in place of one hour of their normal hourly rate of pay.

**Rate Differential Guarantee** – Employees who make more than the internal substitution rate of \$20.00 per hour will receive \$3.00 per hour more than their normal hourly wage for each hour of internal substitution worked.

### **10.4 EXTRA DUTIES**

In the event that extra duty assignments of the current teachers' agreement or the extra duty section of a successor agreement are not filled by certified staff, such assignments shall be open to qualified classified staff. When there are insufficient volunteers, the administration shall have the right to assign classified staff to essential extra duties. Necessary involuntary assignments to these duties will be rotated as equitably as possible. Classified staff in their probationary period shall be excluded from involuntary assignments.

Unless otherwise specified, staff will be paid at their regular hourly rate of pay, including overtime if applicable, for such assignments. Employees will be paid only for those days when they are actually present and performing the extra duty.

Employees who are assigned to Bus Rider duty or After School Detention shall be paid \$28.00 per hour in place of their normal hourly rate of pay.

Employees who perform lunch or playground supervision in lieu of a duty-free lunch shall be paid \$28 per hour (\$14.00 per 30-minute session).

Any translation work that a bargaining unit member does outside of his/her normal workday shall be compensated at thirty dollars (\$30.00) per hour. Nothing in this agreement precludes the Board of Education from using parent volunteers or any outside agency for translation.

#### **10.5 LONGEVITY**

Employees shall receive longevity bonuses as follows:

10 years of experience - \$500

15 years of experience - \$750

20 years of experience - \$1000

Bonuses shall be one time and not an addition to base salary.

## **ARTICLE XI — FRINGE BENEFITS**

### **11.1 LIFE INSURANCE**

For all employees who work 4.5 hours each day or more, the District shall pay the premium for term life insurance in the amount equal to the employee's annualized pay rate rounded to the nearest one thousand dollars (\$1,000.00) for each employee.

### **11.2 LONG TERM DISABILITY**

For all employees who work 4.5 hours each day or more, the District shall pay the premium for long-term disability insurance for each employee.

### **11.3 HOSPITAL, MAJOR MEDICAL AND DENTAL INSURANCE**

- A. Effective July 1, 2018, the District will provide group hospital, major medical and dental insurance plans for all bargaining unit employees who work 4.5 hours per day. The Board will pay 100% of the cost of single employee coverage in the HMO plan and 90% of the premiums for individual coverage for the PPO700 or HDHP applied to any level of coverage elected. If an employee chooses the PPO200 plan, 90% for the individual coverage for the PPO700 plan will be paid by the Board for any level of coverage. Employees who elect to participate in the PPO700 plan will receive \$500 annually in an HRA. For any employee selecting family/dependent coverage, the amount of the Board contribution for single employee coverage shall be applied to the appropriate HMO or PPO family/dependent coverage.
- B. The District will pay the cost of employee coverage for dental insurance at a cost not to exceed \$30.00 per month.
- C. The Union may appoint one (1) representative to serve on the District's joint health insurance committee. The joint committee will meet as necessary, but at least annually. In addition, the Board agrees to provide committee members with all materials necessary to fulfill their duties.

Should the total insurance premium increase 15% or more in any given year, the joint committee shall convene in order to review the plan structure and develop cost savings measures to present to the membership/board for acceptance.

#### **11.4 TRANSPORTATION**

The current I.R.S. rate shall be allowed an employee who is authorized to drive his/her private automobile on school business. In order to drive on school business, the employee must present proof of a valid driver's license and insurance coverage.

#### **11.5 IN-SERVICE TRAINING**

The Board of Education authorizes an employee growth program, for the purpose of maintaining, renewing, and expanding the knowledge, skills, and abilities of the support staff. The purpose of this program is to provide information on new procedures, methods, products, and equipment for the improvement of performance in the work of the District. The Board shall pay the cost of registration and materials for approved employee growth programs. Whenever possible, employee growth programs will be provided within the regular work day. Where Board approved employee growth programs extend beyond the employee's regular work day the employee shall be paid at their normal hourly rate, unless the overtime rate applies, in accordance with Article 3.5 of this agreement. Where employee requested and Board approved employee growth programs extend beyond the employee's regular work year, at the discretion of the Board, the employee may be paid at their normal hourly rate through the conclusion of the training session, unless the overtime rate, in accordance with Article 3.5 of this agreement, applies. Travel expenses incurred in the attendance at training outside Niles Township shall be reimbursed by the District.

## **11.6 UNIFORMS**

Custodial employees shall be provided with uniforms at the start of employment. Upon the request of the employee and the approval of the District, uniforms shall be replaced free of charge during the school year when work related wear makes it necessary. Employees shall receive up to (5) pairs of pants, five (5) shirts, 5 tee-shirts per year and a pair of District-approved work shoes/boots. Custodians are responsible for the care and cleaning of uniforms. Winter jackets shall be provided for use by custodians and shall be replaced when work related wear makes it necessary.

## **11.8 RETIREMENT INCENTIVE**

The Board will offer a retirement incentive for support staff. To be eligible for the benefit, a PSRP member must:

1. Be at least 55 years of age at the time of retirement;
2. Have completed ten years of employment in School District 69 as of the date of retirement;
3. Be eligible to retire from IMRF and receive an IMRF retirement benefit at the time of retirement;
4. Submit, in writing, his/her irrevocable written notice of retirement thirteen months prior to his/her retirement date and have his/her retirement accepted by the Board.
5. Eligible employees who give twenty-five months' written notice of retirement shall receive a 5% increase in pay each of the last two years of employment;
6. Eligible employees who give thirteen months' notice of retirement shall receive a 5% percent increase in the last year of employment.

In the event the 5% increase shall result in the Board of Education being required to pay an actuarial cost or some other additional payment, the pay increase shall be limited to the maximum amount that does not require additional payment by the Board of Education.

## **ARTICLE XII — GRIEVANCE PROCEDURE**

### **12.1 GRIEVANCE - DEFINITION**

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provision in the Agreement negotiated by the Board of Education and the Union. For the purposes of this article a school day terminates at 4:00 p.m. Chicago time.

### **12.2 PROCEDURE**

#### **A. First Level / Informal**

If an employee believes that there is a basis for a grievance, he or she shall first discuss the alleged grievance with his/her immediate supervisor either personally or in the company of an officer of the Union.

#### **B. Second Level / Formal**

The formal written grievance must be filed within fifteen (15) business days from the date of the event giving rise to the grievance or fifteen (15) business days from when the grievant should have reasonably known about the event giving rise.

If a written grievance is not filed within fifteen (15) school days from the date of the event, the grievance shall be considered waived. Upon receipt of a written grievance, the immediate supervisor shall within ten (10) school days give in writing his decisions and the reasons thereto to the aggrieved person and the union. If the administrator fails to give a decision within the time limits, the grievant may proceed to the next step.

#### **C. Third Level / Superintendent**

If the Union is not satisfied with the results of Level 2, or if no decision has been rendered within the prescribed time period, it may file a written appeal with the Superintendent within fifteen (15) business days of completing the

procedure at Level 2. The written appeal may be presented and discussed in person with the Superintendent. If the appeal is not filed in the prescribed time, the grievance shall be considered as withdrawn.

The Superintendent shall render a decision in writing to the employee and the Union within twenty (20) business days. If the administrator fails to give a decision within the time limits, the grievant may proceed to the next step.

**D. Fourth Level / Board of Education**

If the Union is not satisfied with the results of Level 3, it may file a written appeal with the Board of Education. Such a written appeal shall be filed with the Board of Education through the Superintendent within ten (10) business days. If the appeal is not filed in the prescribed time, the grievance shall be considered as withdrawn.

If such appeal is filed twenty-one (21) or more calendar days before the next regular Board meeting, the Board shall review the grievance in executive session or give other such consideration as it may deem appropriate at the first Board meeting following the filing of the appeal.

If such appeal is filed less than twenty-one (21) calendar days before the next regular Board meeting, the Board shall review the grievance in executive session or give other such consideration it may deem appropriate within thirty (30) calendar days of the filing of the appeal.

**E. Fifth Level / Impartial Arbitration**

If the Union is not satisfied with the results of Level 4, it may within fifteen (15) business days after completion of Level 4, submit in writing to the Superintendent notice that the grievance is to enter impartial arbitration.

If the two parties fail to reach agreement on an Arbitrator within fifteen (15) business days, the Illinois Educational Labor Relations Board or American Arbitration Association will be requested to provide a panel of arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Union and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

**F. Waiver of Time Limitations**

The time limitations provided in these procedures should be strictly adhered to by all parties. The limits may be extended by written agreement of the parties.

If a grievance is filed after May 15 of any year by a ten month employee, a time schedule should be worked out by the Superintendent and the President of the Union that will allow the grievance to be processed before the close of the school year, or as soon thereafter as possible.

If the Superintendent and President of the Union fail to reach agreement on a schedule for processing a grievance on behalf ten month employee or if



the grievance is filed on behalf of a twelve-month employee, the grievance shall be processed according to the schedule set forth in Section 2 of this Article.

### **12.3 OTHER PROVISIONS**

Up to two (2) Union representatives shall be released, if needed, without loss of salary or benefits, to participate in arbitration hearings provided that the Union shall pay the cost of any necessary substitutes.

No reprisals of any kind will be taken by the Board of Education or the school administration against any employee because of his/her participation in this grievance procedure. The employee shall not be required to discuss any grievance if a Union representative is not present.

The Board and the administration will cooperate with the Union in its investigation of any grievance, and further, will furnish the Union with such information as is requested for the processing of any grievance.

If the Union and the Superintendent agree, Steps 1 and 2 of the grievance may be bypassed and the grievance brought directly to Level 3.

While the withdrawal of a grievance terminates the action on that grievance, a subsequent similar grievance will receive consideration as provided in this Article XII without reference to the withdrawn grievance.

## **ARTICLE XIII — REDUCTION IN FORCE**

### **13.1 NOTICE TO UNION**

The District shall advise the Union of any proposed reduction-in-force and shall seek the Union's views on the matter prior to taking action.

### **13.2 STAFF REDUCTIONS**

In the event that a decision is made to reduce the number of employees employed by the Board, the Board will give affected employees written notice of honorable dismissal and the reason for such dismissal by certified mail or personal delivery at least thirty (30) days before the employee is laid off. The Board will lay off employees in the affected classifications by reverse seniority within each classification. Laid off employees shall have recall rights to positions for which they are qualified in the classification from which they were laid off by seniority for the following school term or within one calendar year from the beginning of the following school term.

### **13.3 CONTINUOUS SERVICE INTERRUPTION**

Continuous service shall be defined as the length of continuous service as an employee of the District and shall be interrupted only by dismissal for cause, resignation, or retirement. Probationary employees do not receive continuous service credit. Once an employee has completed his/her probationary period, he/she shall be accorded continuous service credit dating back to his/her first day of work in the District. For employees who have had a break in service, the first day of work will be the first day of work after their rehire. For purposes of reductions in force and recall, an employee's seniority will be based on his/her length of service within his/her classification.

## **ARTICLE XIV — NEGOTIATIONS PROCEDURE**

### **14.1 GOOD FAITH NEGOTIATIONS**

The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours and terms of employment. Each party shall select its own representatives. The obligation to negotiate in good faith means the mutual obligation of the District and the Union to meet at reasonable times and to confer in good faith with respect to wages, hours and terms and conditions of employment. However, this obligation does not compel either party to agree to a proposal or require the making of a concession.

### **14.2 START OF NEGOTIATIONS**

The parties shall commence bargaining for a successor Agreement as per the Illinois Education Labor Relations Act and its Rules and Regulations, but in no case later than March 1 of the final year of the Agreement, unless a recognition petition is pending.

### **14.3 EXCHANGE OF INFORMATION**

The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the District including the annual financial statement and the adopted budget. In addition, the Board and Administration shall grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations. The Union will furnish copies of any pertinent information as reasonably requested by the Board of Education.

### **14.4 TENTATIVE AGREEMENTS**

The representatives of the District and the Union shall have the power to reach tentative agreements. During negotiations, tentatively agreed upon materials shall be prepared and initialed prior to adjournment of the meeting at which tentative agreement was reached or at the beginning of the next meeting. Agreements on

specific items of the negotiation shall not be binding on either party until the entire package of tentative agreements is ratified/approved by both parties. After the participants reach agreement on the entire package of tentative agreements, it shall be reduced to writing and distributed to the Board of Education and the Union membership for final approval.

#### **14.5 REQUEST FOR MEDIATION**

If after a reasonable period of negotiations and within forty-five (45) days prior to the scheduled expiration of the existing collective bargaining agreement, the parties have reached an impasse, either party may declare to the other in writing that an impasse exists and call for a mediator.

#### **14.6 SELECTION OF A MEDIATOR**

When an impasse has been declared, the Federal Mediation and Conciliation Service or American Arbitration Association shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives, or both, either jointly or separately.

#### **14.7 CONTRACT PRINTING AND AVAILABILITY**

The District and the Union shall be responsible for the final preparation and printing of the final Agreement. Prior to final printing, each party shall ensure that it is accurate. The parties shall agree to the number of copies to be printed such that each existing and potential new member will have a copy, each member of the Board of Education and Administration will have a copy, and Local 1274 will have two copies. If the parties decide jointly to send the contract out for printing, as opposed to doing it in house, each shall contribute half ( $\frac{1}{2}$ ) the cost of printing this Agreement. A copy of this Agreement shall be maintained on the District's website.

## **ARTICLE XV — NO STRIKE CLAUSE**

The Union hereby agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete service in the School District, or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools during the duration of the Agreement.

The Board hereby agrees not to lock out employees covered by this Agreement during the duration of this Agreement.

## **ARTICLE XVI — EFFECT OF AGREEMENT**

### **16.1 INDIVIDUAL CONTRACTS**

The terms and conditions of this Agreement shall be reflected in individual contracts, if any.

### **16.2 SAVINGS CLAUSE**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

### **16.3 PRECEDENCE OF AGREEMENT**

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment, the written terms of this Agreement shall govern. If there is any conflict between the written terms of this Agreement and written District 69 School Board policies, procedures, handbooks or written rules and regulations which may from time to time be in effect, the written terms of this Agreement shall govern.

### **16.4 TERM OF AGREEMENT**

- A. The Agreement shall be effective July 1, 2017 and shall continue in effect without modification until June 30, 2021.
  
- B. This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.


**IN WITNESS WHEREOF:**

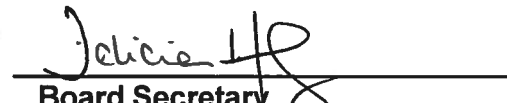
**For the District 69 PSRP Council  
Local 1274, IFT/AFT, AFL-CIO**

  
\_\_\_\_\_  
**Co-President**

  
\_\_\_\_\_  
**Co-President**

**For the Skokie-Morton Grove  
School District 69  
Board of Education  
Cook County, Illinois**

  
\_\_\_\_\_  
**Board President**

  
\_\_\_\_\_  
**Board Secretary**

**APPENDIX A: STARTING WAGE RATES**

**2017-2021**

	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Receptionist	\$19.00	\$19.19	\$19.38	\$19.58
School Secretary	\$21.01	\$21.22	\$21.43	\$21.65
Administrative Assistant	\$21.01	\$21.22	\$21.43	\$21.65
Custodian	\$15.00	\$15.15	\$15.30	\$15.45
Paraprofessional	\$15.00	\$15.25	\$15.50	\$15.75
Paraprofessional w/ BA	\$16.00	\$16.50	\$17.00	\$17.50
LMC Tech	\$15.00	\$15.25	\$15.50	\$15.75
LMC Tech w/ BA	\$16.00	\$16.50	\$17.00	\$17.50
Recess Supervisor	\$10.51	\$10.62	\$10.72	\$10.83
School Nurse	\$23.50	\$24.50	\$25.50	\$26.50
School Nurse w/ IEP Designation	\$32.05	\$33.05	\$34.05	\$35.05
Technology Support Specialist	\$21.00	\$21.20	\$21.40	\$21.60
Data Systems Specialist	\$28.00	\$28.28	\$28.56	\$28.82
Family Liaison	\$21.01	\$21.22	\$21.43	\$21.65
EL Paraprofessional	SEE PARAPROFESSIONAL			
Accounts Payable/Business Services Specialist	\$30.00	\$30.30	\$30.60	\$30.91
File/Delivery Clerk	\$14.25	\$14.50	\$14.75	\$15.00



**Side Letter  
Between  
Skokie Morton Grove School District 69  
And  
District 69 PSRP Council, Local 1274, IFT-AFT/AFL-CIO**

Re: Amendment to Section 3.7 of the 2008-2011 Agreement

The parties agree that any employee who is contracted to work at least four (4) paid hours per day shall have their pay annualized such that they will receive pay in accordance with section 3.7 of the Collective Bargaining Agreement and will be paid in twenty-one (21) installments.

Employees who are contracted to work less than four (4) paid hours (3.99 hours or less) per day shall use a time sheet for pay purposes and shall not have their hours annualized for pay purposes.

DISTRICT 69 PSRP COUNCIL  
LOCAL 1274, IFT-AFT/AFL-CIO

BOARD OF EDUCATION  
SCHOOL DISTRICT 69

Signature on file \_\_\_\_\_  
President

Signature on file \_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Side Letter  
Between  
Skokie Morton Grove School District 69  
And  
District 69 PSRP Council, Local 1274, IFT-AFT/AFL-CIO**

Article 3.2 Calendar and Hours, Section B. Hours by Classification adjusted the ELL paraprofessionals work day to 7.5 hours from 8.0 hours beginning with the 2017-2018 school year. During the term of their continued employment as an ELL paraprofessional, the following staff schedules are grandfathered and will remain at 8.0 hours, if they so choose. Once an individual elects the 7.5 hour workday, the grandfather status ends.

Benjamin, Hanan	Teacher Aide – ELL	Madison
Shanna, Naz	Teacher Aide – ELL	Edison
Kattan, Fatin Helen	Teacher Aide – ELL	Lincoln
Khan, Sabiha S	Teacher Aide – ELL	Edison
Masiti, Shafaq Z	Teacher Aide – ELL	Madison
Garza, Lucia	Teacher Aide – ELL	Edison
Cajamarca, Noemi	Teacher Aide – ELL	Madison
Ibrahim, May	Teacher Aide – ELL	Madison

**Side Letter  
Between  
Skokie Morton Grove School District 69  
And  
District 69 PSRP Council, Local 1274, IFT-AFT/AFL-CIO**

The parties agree that an employee eligible to receive the retirement incentive under Article 11.8 and intending to retire effective the last day of the 2017-2018 or 2018-2019 school year will have the respective 13-month or 25-month notice requirement waived, if they provide such notice by August 1, 2017. They will receive the full retirement incentive retroactively.

## **OCCUPATIONAL THERAPIST ADDENDUM**

### **1. Preamble**

This section of the 2017-2021 collective bargaining agreement between the District 69 Board of Education and the District 69 PSRP Council Local 1274, IFT-AFT/AFL-CIO refers to agreements applied to Occupational Therapists only. The Master Agreement between the District 69 Board of Education and the District 69 PSRP Council Local 1274, IFT-AFT/AFL-CIO contains all other agreements which are applied to the Occupational Therapists as well as the rest of the bargaining unit. "OT" shall refer to Occupational Therapists.

### **2. Full and Part-time OTs**

A full-time OT is one who works 30 hours or more per week; a part-time OT works less than 30 hours per week.

OTs are exempt employees under the Fair Labor Standards Act and so are exempt from the overtime provisions of the Master Agreement.

### **3. Compensation**

For each year of the contract OTs shall receive salary increases equal to the percentage change in the Consumer Price Index (CPI-U) for Urban Consumers annualized rate for December of the prior school year, which is published by the United States Department of Labor. The minimum percent increase shall not be less than 1.5% (floor) or more than 4% (ceiling).

For the 2017-2018 school year, OTs shall receive the percentage change in CPI plus 1%.

For the 2018-2019, 2019-2020 and 2020-2021 school years, OTs shall receive the percentage change in CPI plus an amount to be determined once CPI is known for a total increase of 3.0%.

**4. Salary Placement for New Hires**

An annual new hire grid shall be created by February 1 of each year and provided to the PSRP for the sole purpose of initial salary determination for new hires. The new hire grid will increase annually by the CPI-U annualized rate for December of the prior school year and the minimum percent increase shall not be less than 1.5% (floor) or more than 4% (ceiling).

Experienced OTs will receive credit for their prior service as determined by the Superintendent at the time of their employment. No OT will receive credit for more than 12 years of prior service.

**5. Salary Adjustment**

For the 2017-2018 school year, OTs shall also receive additional compensation as is shown in the new hire chart.

**6. Work Day**

1. OT's work day is 7 ½ hours per day. Starting and ending times may be adjusted to fit the schedule of the OT as long as the 7 ½ hour day is met.
2. OTs will have a 30 minute paid, duty-free lunch period and an average of 150 minutes of unassigned planning time per week. Plan time and lunch time shall be scheduled by the OT and submitted to the Director of Student Services at the start of the school year.
3. If an OT works in multiple buildings in a work week or work day, he/she shall annually work out a daily schedule with the Director of Special Services.
4. OTs are expected to attend Institute Day, Early Release, Parent Teacher Conferences, and other professional development activities as established by the Board of Education.
5. All duly assigned travel mileage will be reimbursed at the IRS rate. The Board shall attempt to minimize OT travel between buildings.

**7. Work Year**

If the Board increases the school year beyond 180 and ½ days, OTs shall be paid their daily rate of pay for each additional day up to a maximum of 185 days.

**8. Extra Duties and Stipend Work**

If an OT performs an extra duty, he/she will be compensated at the same rate as is set forth in the SEA teacher contract for that extra duty.

If an OT supervises an OT Level II Fieldwork student where the student spends the entire day for a minimum of 12 weeks, the OT will receive a \$1500 stipend per 12 weeks of placement. An OT may only receive a maximum of two stipends per year. Acceptance of a Level II Fieldwork student must be approved by the Director of Student Services.

### Occupational Therapist New Hire Chart 2016-17

<b>1</b>	\$52,523.04
<b>2</b>	\$53,277.07
<b>3</b>	\$53,636.59
<b>4</b>	\$56,655.47
<b>5</b>	\$59,754.74
<b>6</b>	\$59,960.74
<b>7</b>	\$62,421.51
<b>8</b>	\$66,506.39
<b>9</b>	\$68,751.79
<b>10</b>	\$71,004.40
<b>11</b>	\$71,486.60
<b>12</b>	\$71,692.44