

PROFESSIONAL NEGOTIATION AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 90
AND
THE O’FALLON SUPPORT PERSONNEL FEDERATION, LOCAL 6353

CHARTERED WITH
THE ILLINOIS FEDERATION OF TEACHERS
AND
THE AMERICAN FEDERATION OF TEACHERS

2023-2024
2024-2025

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ARTICLE I - RECOGNITION

- 1.1 The Board of Education of O'Fallon Community Consolidated School District No. 90, St. Clair County, Illinois, hereinafter referred to as the "Board", hereby recognizes the O'Fallon Support Personnel Federation, an affiliate of the IFT-AFT, hereinafter referred to as the "Union", as the sole and exclusive negotiating agent for all full-time and part-time Secretaries, Clerical Assistants, Media Clerical Assistants, Instructional Aides, Health Care Providers/Registered Nurses, Custodians, Maintenance Employees, Individual Care Aides, Directed Study Supervisor, Media/Library Secretary, and Media/Library Assistants, Noon-Hour Supervisors, Before and After School Supervisors, Certified Occupational Therapy Assistants, Preschool Assistants, Preschool Teachers, Interpreters, Occupational Therapists, PreK At Risk Aides, Program Aides, Physical Therapists, Physical Therapy Assistants, Accompanists, Study Hall Supervisors, Technology Secretary, Nurse Secretary, Hall Monitors. Those positions excluded shall be: Director of Maintenance and Services, Administrative Office Secretary, District Office Manager, and Supervisors, Confidential Employees, and Managerial Employees as defined in the Illinois Educational Labor Relations Act (IELRA).
- 1.2 The Board agrees not to negotiate or to consult with any other employees' organization, individual employee, or groups of employees as defined in 1.1 above, with regard to negotiable items, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

ARTICLE II - NEGOTIATIONS PROCEDURE

2.1 NEGOTIATION RULES AND REGULATIONS

The parties agree to negotiate in good faith in accordance with the terms and procedures of the Illinois Educational Labor Relations Act and its Rules and Regulations.

2.2 MEETINGS

Negotiations for a successor agreement shall begin no later than April 15 of the year that this Agreement expires, unless the parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by the parties.

2.3 RELEASE TIME

If negotiations are scheduled during times that an appointed representative of the Union is scheduled to work, a Union member may be allowed to make work schedule changes, through their supervisor, with another employee if acceptable to that employee in order to attend the negotiation sessions.

2.4 MEDIATION

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be helpful. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

2.5 PRINTING OF CONTRACT – COST AND DISTRIBUTION

Within 30 days after the Agreement is signed, this Agreement shall be posted on the District's website. Upon request of an employee, the District will provide a written copy of the Agreement to the employee.

2.6 CONTRACTUAL AMENDMENTS

The parties may modify or amend this Agreement by mutual consent. Such changes shall be reduced to writing; ratified, and signed by the parties; and become an amendment to this contract.

2.7 BOARD-UNION COMMITTEE

The parties agree to work cooperatively with the Federal Mediation and Conciliation Service in the implementation of a committee for the purpose of discussing matters of mutual interest relative to the general improvement of employee-employer relationships. The committee may operate jointly with the Board-Administration-Federation Committee formed between the Board and the O'Fallon Support Personnel Federation, if mutually agreeable.

ARTICLE III - GRIEVANCE PROCEDURE

3.1 DEFINITION

A grievance shall mean a written complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of the specified provisions of this Agreement.

3.2 PURPOSE

Every employee of the Union covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise. Any employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal because of such participation.

3.3 REPRESENTATION

The grievant or the Union has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance discussions, unless the Board, Union, and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

3.4 TIME LIMITS

A grievance must be filed within 30 calendar days of the occurrence of the event which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

3.5 CONSTRAINTS

Any investigation or other handling or processing of any grievance by the grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees.

3.6 PROCEDURE

Step One:

It is desirable for an employee and the immediate supervisor(s) to resolve problems through free and informal communications. Therefore, before a grievance is filed, the claimant or the Union shall discuss the claim with the immediate supervisor(s).

Step Two:

If the complaint cannot be resolved informally, the aggrieved employee or the Union shall file the grievance in writing with the immediate supervisor(s), who shall certify by signature the date the grievance was received. This certification shall be witnessed by the grievant. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable, and shall state the remedy requested. The filing of the formal, written grievance must be within 30 calendar days from the date of the occurrence of the event giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the employee, the OSPF President, and the Superintendent within 10 working days after receipt of the grievance.

Step Three:

In the event a grievance has not been satisfactorily resolved at the second step, the grievant or the Union shall file, within 10 working days of the immediate supervisor's written decision at Step Two, a copy of the grievance with the Superintendent. Within 10 working days after receipt of the grievance, the Superintendent or his designees shall meet with the grievant and the immediate supervisor. The Union has a right to review and terminate the grievance procedure at this point. Before proceeding to Step 4, the union requests that a written reply from the Superintendent be delivered within 10 working days after the grievance meeting.

Step Four:

If the grievance is to continue beyond Step Three, the grievance shall proceed to the Board. The grievance will be considered within 10 working days at a meeting of the Board of Education and a written decision will be rendered by the Board within 10 working days of the fourth step grievance hearing.

Step Five:

If the grievance is not satisfactorily resolved at Step Four, the grievance shall proceed to binding arbitration. The Union shall notify the Superintendent on behalf of the Union and the grievant of the intent to enter into binding arbitration. This request must be submitted within 20 working days of receipt of the Step Four answer.

3.7 ARBITRATION

Arbitration proceedings shall be conducted by an arbitrator to be selected by the 2 parties from a roster of arbitrators provided by the American Arbitration Association. Within 10 calendar days after the Union requests binding arbitration, the 2 parties will request the American Arbitration Association to provide a panel of 7 arbitrators. Each of the 2 parties will alternately strike 1 name at a time from the panel until only 1 name shall remain. The Union shall make the first strike. The remaining name shall be the Arbitrator.

3.8 DECISION OF THE ARBITRATOR

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

3.9 COST OF ARBITRATION

Each party shall bear the full costs of its representation. The cost of the arbitrator and AAA shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Union.

3.10 CLASS GRIEVANCE

Class Grievances involving 1 or more employees or 1 or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union at Step II if mutually agreed to by the parties.

3.11 NO REPRISALS CLAUSE

No reprisals shall be taken by the employer against any employee because of the employee's participation or refusal to participate in a grievance.

3.12 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent, if by mutual agreement.

3.13 POSTPONEMENT

If only 1 party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

3.14 SETTLEMENT

By mutual agreement, a grievance may be settled at any step without establishing precedent.

3.15 GRIEVANCE FORMS

All grievance forms shall be mutually developed and agreed to by the parties and become a part of this contract and attached hereto.

ARTICLE IV - EMPLOYEE AND UNION RIGHTS

4.1 DISCIPLINARY ACTION

Disciplinary action will be progressive except for gross misconduct. The sequence and necessity for the following steps will be determined by the Superintendent depending upon the circumstances of each case. Any disciplinary action under this Section will be initiated

within 10 school days of the administration becoming aware of the incident giving rise to the discipline.

1. Verbal warning (which will be documented and may be placed in the personnel file.)
 2. Written warning or reprimand
 3. 1-day to 5-day suspension without pay
 4. Discharge
-
- A. If a written warning or reprimand is to be issued to an employee by the administration, the employee shall have a Union representative present at any meeting with the administrator dealing with such formal reprimand or warning; provided, however, negative aspects of written evaluations of an employee are not to be considered as a formal written reprimand.
 - B. Leave with pay may be used to investigate or determine the need for suspension or discharge; such leave shall not be deemed as disciplinary.
 - C. When an employee is required to appear before the Board concerning any matter which could adversely affect his/her employment or his/her salary, the employee shall be entitled to have a representative of the Union present. The employee shall be given prior written notice of such a meeting.
 - D. The Board shall provide the employee and the Union with a written notice of the specific reasons against the employee culminating in his/her termination.
 - E. An employee's written response to any written warning or reprimand submitted within thirty (30) working days of its issuance will be included in the employee's personnel file.

4.2 PERSONNEL FILES

Only 1 official personnel file shall exist in the District for each employee. This file shall be maintained according to the provisions of the Illinois Personnel Records Review Act. Upon 7 days' notice to the administration, an employee shall have the right to review the contents of the file once every 3 months and have copies made of the contents at the expense of the employee. After 12 months written reprimands in the personnel file may not be used against an employee for disciplinary action unless the infraction was repeated.

4.3 EQUAL EMPLOYMENT OPPORTUNITY

The Board shall not discriminate against an employee for reasons of race, creed, color, age, sex or national origin.

ARTICLE V - UNION RIGHTS

5.1 UNION MATTERS-BOARD AGENDA

The Board shall place on the agenda of each regular Board meeting any matters brought to its attention for its consideration by the Union so long as these matters are made known in writing to the Superintendent 7 calendar days prior to the regular Board meeting. The Union request shall be placed on the agenda as “new business” and shall be given early consideration on the agenda.

5.2 NOTIFICATION OF BOARD MEETINGS

The Board shall furnish the Union President with notice of any regular or special meetings together with a copy of the agenda prior to the scheduled meeting by emailing the same to the Union President.

5.3 UNION COPY OF BOARD MINUTES

One (1) copy of all approved Board minutes shall be emailed to the Union President within a reasonable period of time after approval.

5.4 PERTINENT INFORMATION

The Board shall furnish 1 copy of the annual financial reports, audits, and budgets and the names, addresses, and compensation for all bargaining unit members upon request.

5.5 NAMES AND ADDRESSES OF NEWLY-HIRED BARGAINING MEMBERS

- A. Names and addresses of newly-hired members of OSPF shall be provided to the Union within 2 weeks after their employment
- B. Each new employee shall be given a copy of the collective bargaining agreement, an employee handbook, and a copy of the employee insurance program (if applicable) at the time of their employment.
- C. Orientation of New Employees: After negotiations on the issue of establishing an employee’s orientation program for new employees, it was agreed that the administration would develop a New Employee’s Orientation Program to be implemented by Building Principals, immediate supervisors, and O’Fallon Support Personnel Federation.

5.6 UNION LEAVE

In the event that the Union desires to send representatives to local, state, or national conferences or on other business pertinent to Union affairs, these representatives shall be excused without loss of salary for up to 6 days in any school term for such purposes, providing the Union reimburses the District for the cost of the substitute(s) for any days

used and further providing that a written notice for leave has been submitted to the Superintendent.

5.7 CHANGE OF BOARD POLICY AND PROCEDURES

Before the Board changes any existing policies or procedures which affect the employees of the bargaining unit, the Board will:

- A. Have the Union building representative post the proposed changes in the policy.
- B. Notify the Union president and the various building representatives and allow the Union the opportunity to appear before the Board at the next regular meeting and speak regarding the proposed changes.

5.8 UNION DUES DEDUCTIONS

The Board shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments or fees. Union dues shall be deducted from employees' salaries in equal amounts over twenty-two (22) pay periods. The District shall pay the fees to the Union within ten (10) days of the date they are deducted from the employees' salaries. Dues deduction authorizations shall remain in effect unless and until they are revoked. In the event an employee notifies either the District or the Union of his or her intent to revoke dues deduction authorization, the party receiving such notification shall immediately notify the other party, and dues will no longer be withheld when the next revocation window opens.

5.9 BUSINESS BY UNION REPRESENTATIVES ON SCHOOL PROPERTY

Only during duty-free time, representatives of the Union shall be permitted to transact Union business on school property provided that they make their presence known to the proper official upon entering the building(s).

5.10 CREDIT UNION

- A. The employer shall provide an optional payroll deduction plan for the Scott Credit Union. The deduction may be initiated or adjusted by submitting such request to the Superintendent by the first of any month.

5.11 UNION NOTIFICATION OF ASSIGNMENTS

The Union shall be notified 10 days prior to the beginning of the school year of the tentative assignments of all bargaining unit members. However, the Board reserves the right to reassign as it deems necessary.

Individual care aides will be provided information of the special needs and care, if any, that may be required for the students assigned to their care within a reasonable time after

the District learns of the same. Such notice provision is not subject to the grievance procedure.

5.12 UNION MEETING AND USE OF SCHOOL FACILITIES

The Union shall not be unreasonably denied the following:

- A. The right to hold Union meetings on school property provided permission is obtained from the Building Principal or Superintendent and provided such meetings do not interfere with any aspects of the school program.
- B. The use of interschool mailboxes and employee bulletin boards for the purpose of internal communications. Employee bulletin boards are those located in the employee lounges.

ARTICLE VI - SENIORITY

6.1 DEFINITION OF SENIORITY

Seniority shall be defined as the length of continuous service within the District as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day or most recent employment. In the event of more than 1 employee having the same seniority, a lottery shall determine the order of seniority.

6.2 PROBATIONARY PERIOD

For the first 9 months of employment, the employee has no seniority rights. Probationary employees shall not have access to Article 4.1 of the agreement during this period. During this 9-month period it will be determined whether or not the worker is to continue as a member of the staff. The probationary worker shall be evaluated at least 2 times during the probationary period. Evaluations shall be accomplished using the proper District evaluation form.

6.3 TRIAL PERIOD

Whenever an employee is allowed by the Board to change job classifications, there will be a trial period of 5 months during which time his/her supervisor(s) may review the employee's qualifications and abilities to perform his/her job responsibilities satisfactorily. Based upon the judgment of his/her supervisor(s), if it is determined that during this trial period the employee is not qualified or does not have the ability to perform his/her job responsibilities satisfactorily, the employee shall be advised of his/her disqualification from that job classification and will be returned to his/her former position.

6.4 PART-TIME SENIORITY

Part-time bargaining unit members shall accrue seniority on a pro-rata basis.

6.5 CLASSIFICATIONS WITHIN BARGAINING UNIT

For purposes of the Agreement, seniority of bargaining unit members shall accrue in 1 of the following classifications only:

- | | |
|--|---|
| A. Custodian | O. Preschool Teachers |
| B. Maintenance | P. Interpreters |
| C. Secretary | Q. Occupational Therapist |
| D. Clerical/Media Assistant | R. PreK At Risk Aide |
| E. Noon-hour/Lunch Fitness Supervisor | S. Physical Therapist |
| F. Instructional Aide | T. Accompanist |
| G. Individual Care Aide | U. Study Hall Supervisor |
| H. Health Care Provider/Registered Nurse | V. HVAC |
| I. Directed Study Supervisor | W. Media Clerical Assistant |
| J. Media/Library Secretary | X. Middle School Administrative Secretary |
| K. Media/Library Assistant | Y. Interventionist/Program Aide |
| L. Before/After School Supervisor | Z. Groundskeeper-Maintenance-Mechanic |
| M. Certified Occupational Therapy Assistant/Physical Therapist Assistant | AA. Hall Monitor |
| N. Preschool Assistants | BB. Nurse Secretary |

6.6 TRANSFER OF SENIORITY

Should a non-probationary employee transfer from 1 classification to another, his/her seniority shall transfer to the new classification according to 6.1 and/or 6.4 of this Article. An employee transferring into a position with more hours in a work day than in the employee's current position shall be allowed to transfer the number of years of seniority proportionate to the ratio between the employee's current hours and the hours of the new position. Employees seeking a transfer to a new classification shall be paid at a mutually agreed upon rate established between the employee, the Superintendent, and OSPF. If an agreeable rate cannot be established, the employee will be allowed to remain in his/her current position.

6.7 MAINTAINING AND POSTING OF SENIORITY LISTS

Each year, the employer shall prepare and post a seniority list no later than February 1. Said list shall be posted in all buildings of the District. A copy of the seniority list shall be furnished to the Union president by placing a copy in his/her mailbox.

6.8 LAYOFFS WITHIN THE BARGAINING UNITS

Layoffs within the bargaining unit shall be according to seniority within each classification and ability to perform available work.

6.9 RECALL RIGHTS

Recall rights shall be maintained for a 16-month period of time for laid-off employees.

6.10 RECALL – SENIORITY

- A. Laid-off employees shall be recalled according to seniority within each classification.
- B. In the event that an employee is laid off due to the elimination of a classification, that employee shall be recalled into a classification with the same qualifications, transferring the seniority in accordance with 6.1 and 6.4, and benefits accrued at the time of the layoff.
- C. If a laid off employee applies to a different job classification and is hired within 16 months of being laid off, they will transfer the seniority in accordance with 6.1 and 6.4 and sick leave accrued at the time of the layoff.

6.11 RECALL PROCEDURE

The employee must provide the Board of Education, in writing prior to their last day of work, the address where the employee may be reached. The employee must also notify the Board of Education, in writing, within 10 calendar days of receipt of notification of an offer. Failure to notify the Board of acceptance within 10 calendar days shall constitute rejection of the offer of employment or failure to report to work on the designated date of employment shall constitute rejection of the offer of employment. Any employee who rejects an offer of employment shall be deemed to have forfeited his/her seniority.

6.12 WAGE PLACEMENT

- A. Employees shall be paid pursuant to the Wage Formula Model, attached as Appendix 1.
- B. Beginning with employees first employed on or after August 1, 2021, up to 6 years of work experience may be credited to those employees for prior full-time/part-time school or work experience within the same or similar employee classification. The employee's Initial Placement Wage shall be increased by 2% for each such year of work experience. This provision is subject to written and certified verification from the appropriate official of the employing school system. In order to receive this credit, this certification must be received by the Administration no later than 30 days after employment. The District shall inform all new employees of their eligibility for previous work credit at the time of hire. The District shall also notify the OSPF President of any such out-of-district credit awarded.
- C. Hourly wages shall be computed into annual salary for 2-week pay periods according to the following formula:

Hourly rate x # hours scheduled per day x # days scheduled per year divided by # of pay dates = expected/tentative annual salary.

Said amounts shall be paid every other week, subject to quarterly reconciliation to accommodate any approved dock days, leave and overtime.

This provision is not subject to the grievance procedure.

- D. Employees whose contract work year is 180 days or more shall be paid on a schedule of 26 pay periods per year.
- E. All employees shall have their paycheck directly deposited into a bank or financial institution selected by the employee.

ARTICLE VII - JOB DESCRIPTIONS AND CLASSIFICATION

7.1 JOB DESCRIPTIONS

Job descriptions will be developed and maintained by the District. The District shall solicit and consider input from the Union if a new job position is created or if changes to an existing job description are considered. The job descriptions shall be distributed to all current employees and to all new bargaining unit members when employed.

7.2 CHANGES IN JOB DESCRIPTIONS

- A. The Union will be notified of any changes to the job descriptions before they are put into effect, and shall have the right to make suggestions regarding the proposed changes.
- B. The union members and administration agree to review job descriptions for possible revisions at least once every 3 years, and shall seek input from the affected individual employee(s) to this effect.
- C. If an employee feels that it may be necessary to hire an extra person to help with the increased workload, a desk audit will be requested.

ARTICLE VIII - EMPLOYEE EVALUATION

8.1 EVALUATIONS

Evaluations of bargaining unit members' work performance shall be based on performance and stated job description. All evaluations shall be based upon direct knowledge of job performance and observations of the work area.

Principals or other supervisors shall be solely responsible for such evaluations, but may seek input when necessary from other professional staff members.

8.2 EVALUATION ORIENTATION

The building principal or immediate supervisor shall conduct an orientation to fully inform each employee under his/her supervision regarding the evaluation procedures, standards, and instruments to be used. If there are any changes in the evaluation procedures, standards, or instruments, the employee shall be notified.

8.3 PURPOSE OF EVALUATION

The primary purpose of employee evaluation shall be the improvement of employment skills and job performance.

8.4 EVALUATION CRITERIA

The criteria and procedures shall be applied uniformly throughout the District.

8.5 SCHEDULE FOR EVALUATIONS

Within 10 working days of the written evaluation, an evaluation conference will be held with each employee. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that it has been discussed. Any employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations and the employee's comments are to be placed in the employee's personnel file. The immediate supervisor will sign the response acknowledging that he/she read the material. A copy of the response will be provided to the immediate supervisor.

ARTICLE IX - CONDITIONS OF EMPLOYMENT

9.1 EMPLOYER'S RIGHT TO SUBCONTRACT

The Board of Education has the right to contract or subcontract. It will be the policy of the district to use its own employees as much as possible consistent with considerations of efficiency, economy, and quality, and with regard to the interest of the affected employee. Nor shall subcontracting be for the purpose or intent of undermining the Union.

When deciding to subcontract work that would cause a loss of regularly scheduled hours by district personnel, the Board shall provide the Union the opportunity for discussions on these matters. The Board shall explain the reasons why it is necessary to take the proposed action including the suggestions of any alternative action consistent with the policy stated above, and the Board will give consideration to such suggestions before making a final decision.

9.2 UNSAFE OR HAZARDOUS WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions as determined by supervisors, subject to grievance procedure.
- B. Guidelines for safety, safety equipment, and proper use of tools and materials shall be established by the district, after receiving input from a joint management/employee safety committee. The district administration will inform all employees about the district guidelines through written communication, or through in-service sessions. The committee's work product does not constitute collective bargaining and is not subject to the grievance procedure.

9.3 EDUCATIONAL SUPPORT EMPLOYEE'S DUTIES

The Board assumes the responsibility in assigning work to bargaining unit members in accordance with the rules and regulations of the Illinois State Board of Education.

9.4 BREAKS

- A. Immediate supervisors shall recognize and allow relief breaks of 15 minutes within a 4-hour work period for employees who work 6 or more hours per day.
- B. Immediate supervisors shall recognize and allow a 30 minute lunch break for employees who work 5 or more hours per day. Employees who work summer schedules will be allowed to adjust their schedules for the regular 30-minute lunch break to a 45-minute lunch break.

9.5 SUBSTITUTES

The employer will make every effort to provide substitutes for custodial/maintenance personnel due to the absence of a regular custodial/maintenance employee. If a substitute is not used when a regular employee is absent, the Board recognizes that all work performed may not be completed. Whenever a day-shift custodian's request for an absence for 7 or more workdays has been approved by the Director of Maintenance and Services, the Superintendent or Director of Maintenance and Services will select an evening shift custodian to work the day shift in place of the absent employee.

Selection of an evening shift custodian to temporarily work the day shift at a district building will be based upon seniority with the evening shift custodian with the most building seniority being asked first. After exhausting the building members by seniority, the evening shift custodian with the most district seniority will be asked next, and the evening shift custodian with the least district seniority being asked last. If no evening shift custodian accepts this assignment, the Superintendent or Director of Maintenance and Services may then select and assign an evening shift custodian at their discretion to this assignment.

If the request by an instructional or special education aide, or noon-hour supervisor for an absence of 3 or more consecutive workdays has been approved by the immediate supervisor, a substitute will be hired if a qualified person is available.

If the district is unable to find a substitute for a Preschool Teacher and the Preschool Assistant takes over the teacher's duties, the Preschool Assistant shall receive Daycare/Preschool teacher pay for those duties.

In the event a non-certified employee substitutes for a certified employee, the employee shall receive his or her regular rate of pay plus an additional \$50.00 for those duties.

9.6 CALL BACK

Any custodian called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of 2 hours at the appropriate rate of pay.

9.7 NORMAL WORK

The normal work week shall be 5 continuous days per week, unless an emergency is declared by the Superintendent. Overtime must be approved in advance by the employee's supervisor and will be paid at the rate of 1 ½ times the employee's regular rate for any work in excess of 40 hours actually worked in the regularly scheduled work week. Overtime will be paid at the rate of 1 ½ times the employee's regular rate for any district work required to be performed on a Saturday or Sunday, with the hours to be predetermined by the supervisor. Employees may elect to receive compensatory time off at the rate of 1 ½ times the number of hours worked in excess of forty (40) hours; such compensatory time must be used by the employee during the same fiscal year in which it is earned.

9.8 NORMAL WORK DAY

The normal work day/year shall be:

Elem. School Administrative Secretary	8 hours/200 days
Pre-School Administrative Secretary	8 hours/210 days
Junior HS Administrative Secretary	8 hours/210 days
Junior HS Attendance Secretary	8 hours/210 days
Media/Library Secretary	8 hours/210 days
Nurse Secretary	8 hours/210 days
Clerical Assistant	600 hours yearly
Health Care Provider/Registered Nurse	7.5 hours/190 days
Custodians	8 hours/260 days
Maintenance/Grounds/Mechanic/HVAC	8 hours/260 Days
Instructional Aides	5 hours/176 days
Program Aides	6 hours/176 days
Individual Care Aide (Hours set by student's IEP)	Will not be reduced to less than 6 hours/176 days
Noon-Hour Supervisor	2.0 hours/169 days
Directed Study Supervisor	8.0 hours/180 days
Study Hall Supervisor	7.0 hours/176 days
Media/Library Assistant	7.5 hours/186 days
Before and After School Supervisor	4 hours/174 days
Before and After School Site Supervisor	4 hours/174 days

Certified Occupational Therapy Assistant	7.5 hours/185 days
Physical Therapist Assistant	7.5 hours/185 days
Preschool Assistant	8.0 hours/183 days
Preschool Teacher	8.0 hours/185 days
Interpreter (Hours set by student's IEP)	Will not be reduced to less than 6 hours/176 days
Occupational Therapist	7.5 hours/190 days
PreK At Risk Aide	6 hours/176 days
Physical Therapist	7.5 hours/190 days
Accompanist	6.5 hours/176 days
Media Clerical Assistant	600 hours yearly
Interventionist Aide	6 hours/176 days
Security Officer	8 hours/180 days
Hall Monitor	8 hours/174 days

On days when students are dismissed early, all Aides will work their regularly scheduled day. On days when the student assigned to an Individual Care Aide is absent, the aide will work the full workday established by the child's IEP. On those days, duties will be assigned by the student's teacher or the principal. This also includes early dismissal days for Individual Care Aides. Those employees who work 176 days will work the District Opening Day Institute, the Final District Institute Day, and the 174 student attendance days. Health care providers and nurses will not be required to work during Parent/Teacher evening conferences or on the following morning conferences.

9.9 EMPLOYEE WORK YEAR

The employee work year, for purposes of salary increases, vacation computation and similar matters, shall be July 1 to June 30. All pay increases shall be effective on the first day of required worker attendance on or after July 1.

9.10 TRAVEL

Employees required to travel between buildings for their duties will be reimbursed at the rate of \$200.00 per semester. Employees who submit a log of travel miles may be reimbursed at the current district rate up to a maximum of \$400.00 per semester. These amounts will be paid in full and will not be pro-rated.

(Does not apply to summer work schedule).

Other school employees (office/clerical) who are required to periodically travel to banks and/or post offices will be reimbursed for this travel to and from their buildings at the established mileage reimbursement rate. At the end of each semester, these individuals shall submit a log documenting this travel, and approved by their building administrator, to the Administrative Office for review and approval for payment.

9.11 REPORTING OF INCIDENTS TO PRINCIPALS

Bargaining unit employees shall use prudent judgment in their control and discipline of students and the general public. During the regular school day, the employee shall report to their building principal and/or supervisor any incidents regarding their observation or involvement in the discipline or control of students or other individuals. For incidents that

may occur after school hours, the employee shall report as soon as possible to their building principal and/or supervisor the details of any incident and the action taken by the employee regarding the incident.

9.12 PROHIBITION OF HOMEWORK AFTER SCHOOL HOURS

It shall be the policy of the Board of Education of O'Fallon School District No. 90 that non-certified employees, more specifically secretarial employees and instructional aides, be prohibited from taking work home with them to complete outside of their regular workday and their regular work hours.

9.13 NOON-HOUR SUPERVISOR'S FIRST AID TRAINING AND RELATED PROCEDURES

During the first month of the school year, noon-hour supervisors will be given general first aid and CPR training by the certified school nurse.

Medical information regarding those students with chronic health conditions will be determined by the building principal or school nurse. If the building principal or school nurse, in their judgment, feel that this information should not be provided, the noon-hour supervisor will not be held responsible for not knowing.

9.14 SECRETARIAL WORKLOAD

The parties agree that they will make every effort to address the problem of secretarial workload, on a case by case basis, when it is brought to the attention of the administration by the Federation.

9.15 UNIFORMS

The District will provide uniforms for the custodian and maintenance staff. The employees will be expected to wear the uniforms during their District work hours.

9.16 EARLY DISMISSAL

Provided that no district night activities are scheduled in the building, second shift custodians shall be allowed to begin work at the time of student dismissal.

9.17 RESIGNATION NOTICE

Persons who resign their position for any reason will provide the Superintendent with at least 2 weeks' notice in advance. A written notice shall be irrevocable upon delivery to the employee's supervisor.

9.18 TRAINING

Any and all training required by the District shall be completed during the employee's regular work hours or paid at the employee's regular hourly rate.

ARTICLE X - BENEFITS

The following fringe benefits are available to those bargaining unit members who are scheduled to work 28 or more hours per week.

10.1 TAX-SHELTERED ANNUITIES

The District shall designate no more than 5 annuity programs in which employees may participate. Upon written authorization from an employee, the District shall deduct from the employee's salary and make appropriate remittance for those programs.

10.2 HEALTH INSURANCE

- A. A group Health Insurance plan is offered and available to all eligible personnel. The Board agrees to pay up to the following amounts toward the cost of health insurance premiums, for each employee enrolled in the District's group Health Insurance plan. Comparable insurance must be provided if there is a change in carrier.

Year	Employee Only	Employee Plus Spouse/Child	Full Family
2023	\$810/month	\$1007/month	\$1085/month
Jan 2024	\$840/month	\$1027/month	\$1105/month
Jan 2025	\$860/month	\$1047/month	\$1125/month

- B. If the Board plans to change the insurance carrier, the Federation will be consulted prior to the change. However, the final decision rests with the Board.
- C. In the event that federal law mandates an HMO option, the employee may exercise the option by adopting an HMO of his choice in lieu of the district's authorized insurance plan. In the event, the Board shall pay only the current rate of the authorized insurance plan with the same cap and conditions stipulated in Section 10.2, Article A, regarding the district's authorized hospitalization plan.
- D. If an eligible employee declines participation in the hospitalization insurance plan, he must notify the Board on or before the first day of the new school year. In lieu of receiving the insurance plan, the eligible employee will be paid \$1,500.00 to be received in 2 payments of \$750.00 each at the end of each school semester. The employee must be employed for a minimum of eighty (80) work days in the semester to be eligible for payment of this amount.

10.3 LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

The Board shall provide a \$10,000.00 life insurance policy and a \$10,000.00 accidental death and dismemberment insurance policy for all eligible employees. All employees not eligible for Board-paid life and accidental death and dismemberment insurance, but eligible

for the insurance policy, shall have the option to purchase this insurance through payroll deduction.

10.4 TUITION REIMBURSEMENT

For those employees who are required to take additional college courses or training courses to maintain the certification required for their positions, the Board shall reimburse the actual cost of tuition and other university fees up to a rate of 6.0 semester hours at the in-state rate for SIUE per fiscal year.

A pre-enrollment "Request for Tuition Reimbursement" form must be completed in advance by the employee and approved by the Superintendent. Request for reimbursement will be processed for payment following the employee's presentation of official grade reports proving that a grade of "C" or better has been obtained, along with a copy of the university fee statement, receipt, or canceled check showing a breakdown of amounts paid.

Employees must be working in the District before this policy becomes applicable.

10.5 SEVERANCE PAY PLAN

Upon leaving District No. 90, an employee who has a minimum of 20 years of service in the District shall receive a lump sum severance pay in accordance with the following formula:

Accumulated sick leave days, minus 240 days, up to a maximum of 30 days times the individual's current base pay scale. This amount shall be included in the last year's salary figures reported to Illinois Municipal Retirement Fund (IMRF) and will be paid as part of the departing employee's final paycheck. The employee must notify the Board of Education prior to September 30 of the school year in which he/she plans to retire or leave the District.

This section shall remain in effect and be applicable only to those employees with 15 or more years of service in the District as of July 1, 2015. This section shall not be available to any other employee. When the employees with 15 or more years of service on July 1, 2015 have all retired from the District, this section shall become null and void and shall be removed from the collective bargaining agreement.

10.6 SICK DAY BENEFIT

The District shall pay \$300.00 each semester to any full-time (6 hours/day or more) employee who does not use any sick leave days or personal days during a semester teacher work year. No such payment will be made during any school semester in which employees are not required to be present in the District due to a global pandemic.

10.7 LATCHKEY / PRESCHOOL DISCOUNT

Employees who use the latchkey or preschool services provided by the district shall receive the established discounted rate.

10.8 SICK LEAVE BANK

Sick Leave Bank: A sick leave bank will be established for Non-certified employees to be used in the event of a catastrophic illness (defined as a life-threatening illness), surgery, a temporary disability requiring extended hospitalization or home confinement, or for the same reasons involving immediate relatives of the employee when the employee is the sole care giver for the relative. Normal pregnancy, child care, or elective surgery is not considered to be valid reasons for use of the sick leave bank.

Committee: A 6-member Sick Leave Bank Committee shall be established. Three (3) members shall be appointed by OSPF and 3 by the administration. All Committee members must be sick leave bank members. The decision made by the Committee shall be the final decision. Each decision requires a minimum of 4 votes to approve or disapprove. The Committee shall have the responsibility of reviewing, as often as needed, requests for withdrawals from the bank, verifying validity of requests, recommending approval or denial of the requests, and communicating its recommendations to the individual member and the business office. This Committee will be given the authority to develop rules or procedures subject to approval by OSPF Executive Committee and the Board of Education and to distribute same to the membership.

Hold Harmless: The District shall protect and hold harmless all members of the Sick Leave Bank Committee that have been appointed by the Union for any action taken as a member of this Committee.

Participation: All non-certified employees of O'Fallon School District No. 90 who are OSPF members and administrative staff exempt employees are eligible to participate in the sick leave bank. Withdrawal from the bank will be limited to those who have exhausted all accumulated sick leave, personal leave days and vacation days and meet the criteria outlined by the Sick Leave Bank Committee. In the event of a member's incapacitation, a family member may apply to the sick leave bank for a grant.

Authorization: Authorization of contributions shall be made on an appropriate form provided by the school district and signed by the member. Authorizations forms must be submitted to the Administrative Office no later than 30 days after the member becomes eligible to receive sick leave days for the year in question, that is to say, personnel employed on a twelve 12-month contract on or before July 31, and other personnel employed on a shorter contract between August 15 and September 1 or 30 days after the first day of actively undertaking their duties. Open enrollment in the sick leave bank is available to eligible employees during the 1st and 2nd years of employment. Employees who opt not to join the bank during that time will not be able to enroll at a later date and will be considered ineligible for any benefits from the bank during their tenure of employment. Employees returning from extended leave may contribute within thirty (30) days of

resuming their duties. Once an employee enrolls, participation will be considered automatic each year until an employee chooses to resign from the bank.

Resignation: Resignation from the Sick Leave Bank must be submitted in writing to the Sick Leave Bank Committee between August 15 and September 1. Any member resigning will forfeit days donated to the Sick Leave Bank and will become ineligible for any future benefits of participation in the Sick Leave Bank.

Contributions, Withdrawals, Restrictions: Members shall be required to contribute two (2) sick leave days during their first participating year and one (1) day in each subsequent year of employment. In addition to these days, a member may transfer additional days. Retiring support staff or exempt employees may contribute up to 50 days of unused accumulated sick leave into the bank upon retirement.

All bank withdrawals must be approved by the Sick Leave Bank Committee. Withdrawals will be allocated in up to 30 day increments. Member requests for additional days must be renewed every 30 days until they have exhausted the sick leave bank days available to them under this provision.

The Sick Leave Bank Committee can authorize up to the following maximum days to be withdrawn from the bank: those who have been a contributing member of the bank for less than one (1) year a maximum of ten (10) days; a contributing member for one (1) or two (2) years a maximum of fifteen (15) days; a contributing member from three (3) to five (5) years a maximum of sixty (60) days; and a contributing member for more than five (5) years a maximum of ninety (90) days.

An initial five (5) year period will begin the day the member uses the first day from the bank and will end on the five (5) year anniversary date of said first withdrawal. During this five (5) year period the member may only use ninety (90) days. After the expiration of the initial five (5) year period members are again eligible to draw to a maximum of ninety (90) days for a second five (5) year period. The second five (5) year period will begin on the date of the first withdrawal and end on the five (5) year anniversary date thereof. Thereafter, the member would be eligible for another five (5) year period until the employee is no longer a member of the bank or employed by the school district.

Ex: If a member first draws from the bank on July 1, 2015, the member, thereafter, can only withdraw a maximum of ninety (90) days through and including July 1, 2020. Thereafter, the member is again eligible for a new five (5) year period which would run from the date of that first withdrawal. If the next withdrawal is October 1, 2020 the member would be eligible for another five (5) year period which ends on October 1, 2025.

Days remaining in the bank at the end of the school year will determine the number of sick leave days that will be contributed to the bank from the member's accumulated sick leave at the beginning of the following school year. Maintenance contributions will be made as follows:

750+ days
0 – 749 days

0 days will be contributed
1 day will be contributed

Exhaustion of the Bank: Should the bank be dissolved for any reason with days remaining in the bank, the days shall be returned to all the currently participating members on a prorated basis. The days returned shall be rounded off to the closest one-half day.

10.9 RETIREMENT INCENTIVE

Non-certified staff who have worked full time in the District for at least twenty (20) years, and who are eligible to retire under provisions of IMRF, shall receive an increase in salary of 6% of his/her salary in their final three (3) years prior to retirement. An employee who gives proper notice to retire may elect to receive 3 years, 2 years or 1 year of the increase in salary as provided herein. To receive this retirement pay, the employee must submit an irrevocable letter of resignation by April 1st of the year prior to his/her first year of severance payments.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or use of sick leave, the Board, in its sole discretion, may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any earnings paid to the employee in excess of the amount the employee would otherwise have received under the negotiated salary increase for such year(s) in which the earnings were paid.

ARTICLE XI - HOLIDAYS AND VACATIONS

11.1 PAID HOLIDAYS

A. The following days shall be paid holidays for 12-month OSPF members:

- | | |
|---------------------------|----------------------------|
| 1. Independence Day | 7. Christmas Day |
| 2. Labor Day | 8. New Year's Day |
| 3. Columbus Day | 9. M.L. King Day |
| 4. Thanksgiving Day | 10. Friday of Spring Break |
| 5. Day after Thanksgiving | 11. Memorial Day |
| 6. Christmas Eve | 12. Veteran's Day |
| | 13. Juneteenth |

If, due to changes in federal or state law, or the approved School Calendar, school is in session on any of the above holidays, the parties will meet and bargain on an alternative holiday.

11.2 VACATIONS

Twelve (12) month OSPF members who are employed on or before the first day of the second semester of that school year, and whose employment continues through the end of the that school year, shall qualify for paid vacation according to the following schedule:

- | | | |
|----|--|---------|
| 1. | After 1 year of employment | 1 week |
| 2. | After 2 years of employment through 7 th year of employment | 2 weeks |
| 3. | After 7 th year of employment through 17 th year of employment | 3 weeks |
| 4. | After 17 th year (or more) of employment | 4 weeks |

11.3 VACATION SCHEDULING

Requests for vacation must be made in writing to the Superintendent or his or her designee. Twelve (12) month employees shall schedule their vacation with the Superintendent or his or her designee. Such vacation must be approved in advance by the employer and is to be taken at the convenience of the employer. Requests for approval of three (3) or more days of vacation must be submitted to the Superintendent or designee at least five (5) days in advance of the vacation. In no case will a custodian be able to take more than 2 weeks of vacation during the school year. No custodian may use any vacation days in the one week prior to the first day of teacher attendance in the new school year, unless approved by the Superintendent or designee. At least 1 custodian will be on duty in each building during the vacation time of the other employee(s). If more than 1 custodian requests the same day or days of vacation, the Superintendent or his or her designee shall decide who, if anyone, shall be granted the leave. In making such determination, the Superintendent or his or her designee shall consider seniority. No request for vacation days may exceed the number of vacation days the employee has available for use.

11.4 PAY FOR ACCUMULATED VACATION DAYS

Employees eligible for paid vacation days and whose employment is terminated for any reason shall be paid for any unused accumulated vacation days on a pro-rata basis.

ARTICLE XII - LEAVES

12.1 SICK LEAVE

- A. Sick leave for all personnel employed ten months or less shall be granted on the basis of 11 days per year for the first 5 years and 13 days annually thereafter and will accumulate until the employee qualifies for disability benefits or retirement. Sick leave for those employed for more than 10 months will be granted on the basis of 13 days each year for the first 5 years, and 16 days annually thereafter. It shall be granted for personal illness and/or sickness of family member or quarantine in the home; or critical illness or death of mother, father, spouse, children, brothers, sisters, legal guardian, mother-in-law, son-in-law, daughter-in-law, father-in-law, grandparents, grandchildren, and death of aunts, uncles, nieces, nephews, cousins,

brother-in-law, and sisters-in-law. "Critical" shall be defined as an illness which requires attending physician's presence at the bedside.

During their first year of employment, employees shall receive one-half their annual allotment (5 ½ days or 6 ½ days, as the case may be) in the first semester and the remaining one-half of their annual allotment during the second semester.

Sick leave shall be granted for dental or doctor's appointments which must unavoidably be scheduled during the school day. Those employed before the second semester shall be granted the full number of days as stated, but those employed after that time shall be allowed one-half the annual allotment. Each employee shall be furnished with the number of days of sick leave he/she has available at the beginning of the school year. Employees needing more than the maximum days allowed shall have their situation reviewed by the Board, upon written request of the individual. A written physician's statement may be required of any employee when that employee claims up to 3 consecutive sick days. The physician's statement shall include the reasons for the absence.

- B. Beginning with the third consecutive year of employment, noon-hour supervisors shall receive 3 non-cumulative sick leave days per school year.
- C. Employees who have accumulated at least one hundred (100) days of sick leave upon completion of twenty (20) years of service to the District shall receive an additional one-time allotment of forty (40) days of sick leave.

12.2 FUNERAL LEAVE

In addition to sick leave, each employee who works 4 hours or more per day shall be granted 3 days of funeral leave at full pay for each qualifying death. Such leave is non-cumulative and shall be restricted to those individuals named under sick leave. Those employed before the second semester shall be granted the full number of days as stated, but those employed after that time shall be allowed one-half the annual allotment. Upon request of the administration, the employee requesting the leave shall provide documentation supporting the request.

12.3 PERSONAL LEAVE

The Board shall grant each employee annually 3 full-days or 6 half-days of personal leave without loss of pay. Such leave is cumulative to 4 days, with any additional unused personal days to be converted to accumulated sick leave at the beginning of the following school year, up to the maximum allowed under the present contract.

Except in the case of emergency, written request for the use of personal leave shall be submitted as soon as possible to the Superintendent or his designee.

A personal leave day may not be used during the first or last week of school or the day before or the day immediately after a scheduled school holiday or vacation period unless an

emergency develops or a significant personal or family life event occurs and the Superintendent or his designee gives approval. No request for personal leave may exceed the number of personal leave days the employee has available for use, unless approved in advance by the Superintendent or designee.

12.4 PARENTAL LEAVE

Parental leave may be granted without pay for any employee who has been employed by District No. 90 for at least 2 full years and who becomes pregnant. The length of this leave shall not exceed 1 year. A pregnant employee may continue to work as long as the attending physician certifies in writing that continued employment will permit the employee to perform normal assigned duties. Such written statements by the physician shall be provided at intervals specified by the Board of Education. The above policy will also apply to employees who are adopting children or for paternity leave. The employee will be reassigned providing he gives 60 days written notice. Parental leave shall not reduce an employee's accumulated sick leave. The requirement that an employee notify the Superintendent upon learning from the physician of the pregnancy is effective when the employee is in active service and during vacation periods. Any employee who is absent in excess of 12 weeks under this Section shall not receive any negotiated increase for the year in which the employee returns to work.

12.5 MILITARY LEAVE

Military leave will be granted to full-time employees in accordance with laws of the State of Illinois in force at the time the leave is requested.

12.6 JURY DUTY

Employees required to serve as jurors shall suffer neither the loss of pay nor the loss of leave days.

12.7 LEAVES OF ABSENCE

Leaves of absence without pay may be granted to those employees with 2 or more years' service in the District by the Board of Education at its discretion under terms determined solely by the Board. The leaves may be granted only upon the written request of the employee. All benefits to the employee shall cease during the time of the leave of absence, except if the employee chooses to pay for his/her benefits. Failure to make the necessary payments by the established deadlines will cause the benefit to immediately cease. When the employee returns, he/she will be placed at the next salary step after the one completed.

12.8 DOCK DAYS

The use of dock days is discouraged. Dock days shall be used following exhaustion of appropriate and available leave days; i.e. personal, sick leave. Dock days must be approved in advance by the employer and shall be used only in cases of emergencies not within the control of the employee. Misuse of dock days will be subject to discipline.

12.9 FAMILY AND MEDICAL LEAVE

Eligible employees shall be entitled to up to 12 weeks of leave under the Family and Medical Leave Act, subject to the conditions and restrictions set forth in applicable law and Board Policy.

ARTICLE XIII - VACANCIES AND TRANSFERS

13.1 POSTING OF VACANCIES AND TRANSFERS

- A. All vacancies which occur in District No. 90 shall be posted on the District's website and emailed to all employees. The Superintendent or his designee will notify the Federation in writing of any vacancy in a full-time or regular part-time position which occurs when school is not in session during the summer months.
- B. A custodian may voluntarily transfer to a vacant position no more than once per school year.
- C. When it is necessary to involuntarily transfer or reassign employees, to the extent possible, all volunteers with appropriate ability and training as determined by the Board shall first be considered.
- D. When an adequate number of volunteers is not obtainable, such transfers shall be made on the basis of district seniority. The least senior employee with appropriate ability and training as determined by the Board shall be transferred first.

13.2 NOTICE OF ASSIGNMENTS

All employees covered by this Agreement shall be given written notice of their assignments for the forthcoming school years ten calendar days prior to the beginning of the school year. In the event of change of assignment or transfer, the employee(s) affected shall be notified immediately and shall be informed of the reason(s) for the change of assignment or transfer. Reassignments or transfers shall not be made in an arbitrary or capricious manner.

ARTICLE XIV- MANAGEMENT RIGHTS AND BOARD AUTHORITY

14.1 BOARD RIGHTS

It is expressly understood and agreed that all functions, rights, powers, or authorities of the administration of O'Fallon School District No. 90 and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement or State and National laws.

14.2 BOARD AUTHORITY

It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools, and the direction of employees shall be final.

ARTICLE XV - NO STRIKE/LOCK OUT

During the term of this Agreement, no employee covered by this Agreement, nor the Federation, shall at any time engage in, authorize, or instigate any strike, slow down, or other refusal to render full and complete service to the Board. The Board agrees it will not lock out any bargaining unit member during the term of this Agreement.

ARTICLE XVI - EFFECT OF AGREEMENT

16.1 COMPLETE UNDERSTANDING

The parties acknowledge that, during the negotiations which produced this Agreement, each enjoyed the full and complete opportunity to introduce all matters to be bargained and that said matters were considered and reduced to the terms and conditions set forth therein. These items represent the full and complete understanding of the parties. All issues between the parties are hereby resolved and the terms and conditions of this Agreement shall not be changed except by mutual, written agreement of the parties.

16.2 SAVINGS CLAUSE

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be deleted from this Agreement to the extent it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

16.3 TERM OF AGREEMENT

This Agreement shall become effective July 1, 2023 and shall continue in effect until June 30, 2025.

This Agreement is signed this _____, 2023.

IN WITNESS WHEREOF:

FOR THE UNION OF O’FALLON
SUPPORT PERSONNEL FEDERATION

FOR THE BOARD OF EDUCATION
O’FALLON SCHOOL DISTRICT NO. 90

President

President

Vice President

Secretary

Secretary

APPENDIX I WAGE FORMULA MODEL

Initial Placement Wage:

Upon initial employment in the District, employees with no related job experience shall be paid the following hourly Initial Placement Wage in each year of the Agreement:

Position	Hourly Wage
Secretary	\$17.50
Clerical Assistant	\$14.00
Directed Study/Study Hall	\$15.00
Media/Library Assistant	\$14.04
Custodian	\$14.50
Maintenance/Grounds/Mechanic	\$19.92
Aide	\$15.00
Before School Care	\$14.00
After School Care (excl. students)	\$18.00
Noon Hour Supervisor	\$14.50
Before School Supervisor	\$15.00
After School Supervisor	\$19.00
Accompanist	\$14.00
Pre-School Teacher	\$17.90
Credentialed Interpreter	\$20.34
PT/OT- Bachelor's	\$39.81
PT/OT- Master's	\$40.99
PT/OT-Doctorate	\$42.21
COTA/PTA	\$27.55
RN 4 yr degree	\$32.00
HVAC	\$23.57
Security Officer	\$22.92

*Provided, however, any hourly wage which is less than the then effective hourly minimum wage shall be increased to reflect the minimum wage.

One-Time Wage Adjustment

Prior to the effective date of each employee's wage increase for the 2023-2024 school year, the employee's wage shall be adjusted to equal the amount he or she would receive under Appendix II, "Job Classes with Experience Wage Formula" (unless that amount is less than the amount the employee would otherwise receive during the 2023-2024 school year). Following that adjustment, the employee's wage shall be increased by the Negotiated Increase provided below.

Negotiated Increase:

Each employee in the bargaining unit shall receive the following increase in his/her hourly wage over the previous year's hourly wage:

2023-2024	4.50%
2024-2025	5.50%

Longevity Increase:

Beginning with the 2023-2024 school year, each employee shall be eligible for a longevity increase based on the number of years of service in the District as follows. Upon the completion of three (3), six (6), and ten (10) years of service to the District, each employee shall receive an additional \$.25/hour added to his or her hourly wage, after the Negotiated Increase in the Wage Formula Model is calculated for that year. This longevity increase shall not be retroactive to years prior to the 2023-2024 school year and only applies to employees when they first complete 3, 6, or 10 years of service. (An employee who has completed 10 years of service at the end of the 2022-2023 school year shall receive a \$.25 longevity increase for the 2023-2024 school year, but no additional increases for 3 or 6 years. An employee who has completed 11 or more years of service prior to the 2023-2024 school year shall not be eligible for a longevity increase.)

Additional Stipends:

In addition to the Negotiated Increase and any wage adjustment as provided in Appendix II, employees who were actively employed in the following categories on June 12, 2023 shall each receive a one-time, non-compounding stipend of \$1000, payable in a lump sum payment with the September 8, 2023 payroll.

Custodian
Maintenance/Grounds/Mechanic
Interpreter
PT/OT (all categories)
COTA/PTA
RN
HVAC
Security Officer

APPENDIX II
JOB CLASSES WITH EXPERIENCE WAGE FORMULA

Upon initial employment in the District, employees shall be given credit for prior job experience in the same or related field, as determined by the Superintendent or designee, up to a maximum of ten (10) years of experience. The beginning hourly wages of new employees with prior experience shall be determined as follows:

Job Classes with Experience Wage Formula		
Job Class	Years of Experience	FY 24 Hourly Rate
Secretary \$17.50	1 year	\$17.85
	2 years	\$18.21
	3 years	\$18.57
	4 years	\$18.94
	5 years	\$19.32
	6 years	\$19.71
	7 years	\$20.10
	8 years	\$20.50
	9 years	\$20.91
	10 years	\$21.33
Clerical Assistant \$14.00	1 year	\$14.28
	2 years	\$14.57
	3 years	\$14.86
	4 years	\$15.16
	5 years	\$15.46
	6 years	\$15.77
	7 years	\$16.09
	8 year	\$16.41
	9 years	\$16.74
	10 years	\$17.07
Directed Study/Study Hall \$15.00	1 year	\$15.30
	2 years	\$15.61
	3 years	\$15.92
	4 years	\$16.24
	5 years	\$16.56
	6 years	\$16.89
	7 years	\$17.23
	8 years	\$17.57
	9 years	\$17.92
	10 years	\$18.28

Media/Library Assistant \$14.04	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$14.32 \$14.61 \$14.90 \$15.20 \$15.50 \$15.81 \$16.13 \$16.45 \$16.78 \$17.12
Custodian \$14.50	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$14.79 \$15.09 \$15.39 \$15.70 \$16.01 \$16.33 \$16.66 \$16.99 \$17.33 \$17.68
Maintenance/Grounds/Mechanic \$19.92	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$20.32 \$20.73 \$21.14 \$21.56 \$21.99 \$22.43 \$22.88 \$23.34 \$23.81 \$24.29
Aide \$15.00	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$15.30 \$15.61 \$15.92 \$16.24 \$16.56 \$16.89 \$17.23 \$17.57 \$17.92 \$18.28

Before Care \$14.00 *After Care Differential=\$4.00 per hr. added to Before School hourly rate for after school hours only.	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$14.28 \$14.57 \$14.86 \$15.16 \$15.46 \$15.77 \$16.09 \$16.41 \$16.74 \$17.07
Noon Hour Supervisor \$14.50	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$14.79 \$15.09 \$15.39 \$15.70 \$16.01 \$16.33 \$16.66 \$16.99 \$17.33 \$17.68
Before School Supervisor \$15.00 *After School Supervisor Differential=\$4.00 per hr. added to Before School hourly rate for after school hours only.	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$15.30 \$15.61 \$15.92 \$16.24 \$16.56 \$16.89 \$17.23 \$17.57 \$17.92 \$18.28
Accompanist \$14.00	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$14.28 \$14.57 \$14.86 \$15.16 \$15.46 \$15.77 \$16.09 \$16.41 \$16.74 \$17.07

Preschool Teacher \$17.90	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$18.26 \$18.63 \$19.00 \$19.38 \$19.77 \$20.17 \$20.57 \$20.98 \$21.40 \$21.83
Credentialed Interpreter \$20.34	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$20.75 \$21.17 \$21.59 \$22.02 \$22.46 \$22.91 \$23.37 \$23.84 \$24.32 \$24.81
PT/OT-Bachelor's \$39.81	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$40.61 \$41.42 \$42.25 \$43.10 \$43.96 \$44.84 \$45.74 \$46.65 \$47.58 \$48.53
PT/OT-Master's \$40.99	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$41.81 \$42.65 \$43.50 \$44.37 \$45.26 \$46.17 \$47.09 \$48.03 \$48.99 \$49.97

PT/OT-Doctorate \$42.21	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$43.05 \$43.91 \$44.79 \$45.69 \$46.60 \$47.53 \$48.48 \$49.45 \$50.44 \$51.45
COTA/PTA \$27.55	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$28.10 \$28.66 \$29.23 \$29.81 \$30.41 \$31.02 \$31.64 \$32.27 \$32.92 \$33.58
RN 4 yr degree \$32.00	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$32.64 \$33.29 \$33.96 \$34.64 \$35.33 \$36.04 \$36.76 \$37.50 \$38.25 \$39.02
HVAC \$23.57	1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years	\$24.04 \$24.52 \$25.01 \$25.51 \$26.02 \$26.54 \$27.07 \$27.61 \$28.16 \$28.72

Security Officer \$22.92	1 year	\$23.38
	2 years	\$23.85
	3 years	\$24.33
	4 years	\$24.82
	5 years	\$25.32
	6 years	\$25.83
	7 years	\$26.35
	8 years	\$26.88
	9 years	\$27.42
	10 years	\$27.97