AGREEMENT BETWEEN
FENTON COMMUNITY HIGH SCHOOL DISTRICT 100
AND
FENTON LOCAL ORGANIZATION OF SUPPORT STAFF IEA/NEA
2024-2028

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ARTICLE 1

PARTNERSHIP STATEMENT, RECOGNITION, AND DEFINITIONS

1.1. PARTNERSHIP STATEMENT

The Board and the Association recognize that attainment of the educational objectives of the District requires mutual understanding, respect, and cooperation among the Board, the administrative and supervisory staff, and the support staff. To this end, the free and open exchange of views is desirable.

1.2. RECOGNITION

The Board of Education of Fenton High School District 100, DuPage County, Illinois (hereinafter referred to as the "Board" or "Employer") recognizes the Fenton Local Organization of Support Staff, IEA/NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all full and part-time non-certificated employees (hereinafter referred to as "Employee") exclusive of the Administrative Assistant to the Superintendent, Human Resources Coordinator/Receptionist, Administrative Assistant to the Principal, Payroll Coordinator, Business Services Coordinator, Technical Specialists and all persons excluded under the provisions of the Illinois Educational Labor Relations Act.

1.3. DEFINITIONS

A. EMPLOYEE

1. The term **"employee"** when used hereinafter in the Agreement shall refer to all employees represented by the Association.

2. **Full-Time:** An employee who is employed at least thirty-five (35) hours per week.

3. **Part-Time:** An employee who is employed less than thirty hours per week must be considered a part-time employee.

4. **Temporary:** Any employee who is employed to fill a full or part time position on a per diem basis while the regular employee is absent or on approved leave.

B. WORK YEAR

The employment year for all full-time employees shall be from July 1 through June 30, except when the school is closed in whole or in part provided, however, that the Board reserves the right to reduce the length of the work year or the number of work days scheduled during the summer recess period for full-year employees upon sixty (60) days prior written notice to affected employees. The number of work days each work year for FLOSS bargaining unit positions shall be as follows:

(1) The work year for ten (10) month clerical employees, health assistants, and library aids shall be in accordance with the school/student calendar but not more than one hundred and ninety three (193) work days per school year inclusive of student non-attendance/institute days.

(2) The work year for teacher assistants, instructional technology assistants ("ITA") and security shall be in accordance with the school/student calendar but not more than one hundred and ninety (190) work days, inclusive of two institute days, per school year.

(3) The work year for eleven (11) month employees shall begin August 1st and end June 30th.

(4) The work year for twelve (12) month clerical employees shall be the entire July 1st to June 30th year excluding school building closure during winter and spring break.

The Board may request employees, on a voluntary basis, to work days beyond their contractual work days described above at their regular hourly rate or overtime rate whichever is applicable.

C. DAYS

The term "days" when used in this Agreement shall, except where otherwise specifically indicated, mean days when the District Business Office is open.

D. SUPERINTENDENT

The title "Superintendent" shall indicate the Superintendent of Schools or their designee.

E. BOARD OR EMPLOYER

The term "Board or Employer" shall indicate the Board of Education or its agents or employees.

F. ASSOCIATION

The term "Association" shall indicate the sole and exclusive bargaining representative.

ARTICLE 2

FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 RELEASED TIME FOR BARGAINING

When negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee members.

2.2 MEDIATION

It is agreed that the parties will jointly request the participation of 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 discussion as to a replacement and the Illinois Educational Labor Relations Board shall be notified.

2.3 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION

Within thirty (30) days after the Agreement is signed, an electronic copy of this Agreement shall be sent via Fenton High School email to each employee now employed, hereafter employed or considered for employment. In addition, paper copies shall be made available upon request for the Board of Education and for the Association.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1. DEFINITIONS

A grievance shall be any claim by the Association, an employee or group of employees that there has been a violation or misapplication of this Agreement.

3.2. PROCEDURES

The parties acknowledge that an employee and the Board may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

A. **Step 1** - The grievant may present the grievance in writing to the immediately involved supervisor or appropriate designee, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievance must specify the details involved pertaining to the alleged grievance, the contract sections allegedly violated, and the requested remedies. The grievance shall be filed within ten (10) days following the occurrence of the event, giving rise to it or of the date when such could reasonably be ascertained to have occurred. The Association's representative, the grievant, and the immediately involved supervisor may be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

B. **Step 2** - If the grievance is not resolved at Step 1, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within five (5) days after receipt of the Step 1 answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within five (5) days of the Superintendent 's receipt of the appeal. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

C. **Step 3 -** If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final binding arbitration.

If a demand for arbitration is not filed within fifteen (15) days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn. The demand shall be submitted to the American Arbitration Association, which shall act as the administrator of the proceedings.

3.3. BYPASS

By mutual written agreement, any step of the grievance procedures may be bypassed.

3.4. GRIEVANCE

Grievances involving one or more supervisors and grievances involving an administrator above the building level may be initially filed at Step 2.

3.5. NO REPRISALS CLAUSE

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

3.6. RELEASED TIME

Should the Board's processing of any grievance require that an employee or an Association representative be released from their regular assignment, the employee and/or Association representative shall be released without loss of pay or benefits.

3.7. FILING OF MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the employees.

3.8. GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent, and if withdrawn shall be treated as though never having been filed.

3.9. NO WRITTEN RESPONSE

If no written decision has been rendered within the limits indicated by a step, then the grievance may be advanced to the next step.

3.10. COSTS

The fees and the expenses of the arbitrator shall be shared equally by the parties.

3.11. COURT REPORTER

If only one party requests the presence of a court reporter, that party shall bear the costs of the reporter.

3.12. SETTLEMENT

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

3.13. EXPEDITED ARBITRATION

By mutual agreement, the Expedited Arbitration procedure of the American Arbitration Association shall be used.

3.12. AUTHORITY OF ARBITRATOR

The arbitrator shall have no power to alter the terms of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to the arbitrator by the Board and the Association, and the decision shall be based only upon the arbitrator's interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE 4

EMPLOYEE RIGHTS

4.1. EMPLOYEES RIGHT TO ORGANIZE

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Board through representatives of their own choosing, and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of service.

4.2. BREAK PERIOD

Employees shall be permitted to leave the building during any break period if appropriate notice is given to the employee's immediate supervisors.

4.3. RULES AND REGULATIONS

All policies, regulations, and rules of the Board shall be available to the employees upon reasonable request.

4.4. TIME CARDS/SHEETS

Any device/system utilized to record the time(s) of employee attendance shall be applied uniformly to all members of the bargaining unit. The following guidelines will be in effect:

A. FLOSS employees must document their time on a timesheet twice a month sheet noting starting and ending times worked each day. Supervisors will oversee the documentation process and sign the timesheet verifying attendance of support staff under their charge.

B. All FLOSS employees are expected to arrive to work on time in addition to returning from breaks and lunch within the time frames allowed. If an employee consistently demonstrates a pattern of tardiness, i.e., four (4) tardies within three consecutive pay periods, then the employee shall be required to utilize a time clock for one calendar year.

C. If an employee fails to turn in the timesheet on time to the supervisor on more than one occasion per school year, the employee will be placed on the time clock for a period of two (2) months.

D. In the event that it becomes necessary to put 25% of the support staff represented by FLOSS back on the time clock due to tardiness or abuse of break and lunch times, then the entire FLOSS membership will be required to use the time clocks for the remainder of the contract.

E. Time clocks or timesheet/voucher must be used to document overtime beyond forty (40) hours per week.

ARTICLE 5

ASSOCIATION RIGHTS

5.1. ASSOCIATION MATTERS - BOARD AGENDA

The Association shall be provided an opportunity to speak briefly at regular Board of Education meetings, but such shall not include any commentary with respect to on-going negotiations or any pending, concluded, or withdrawn grievance.

5.2. BOARD MEETINGS - NOTIFICATION

The President of the Association or his/her designee shall be provided and electronic access of the public portion of the Board Agenda, if any, of all regular meetings of the Board of Education in advance of such meetings. Where feasible, such shall be provided 48 hours in advance.

5.3. BOARD MINUTES - ASSOCIATION COPIES

One (1) copy of Board minutes shall be electronically sent to the President of the Association as soon as they have been approved

5.4. PERTINENT INFORMATION - ASSOCIATION

The Board shall also furnish upon written request the current annual financial reports and audits; budget; treasurer's report; census and pupil membership data; and the names, addresses, seniority, and experience credit of all employees and compensation paid thereto.

5.5. ASSOCIATION VIEWS - STUDENT PRESENCE

The Association's views on matters relating to supervisor- employee or Board - employee relationships shall not be discussed in the presence of students.

5.6. NAMES AND ADDRESSES - NEW EMPLOYEES

Names, addresses, and hourly wage rates of newly-hired employees covered by this contract shall be provided upon written request to the Association within fourteen (14) days after their hiring.

5.7. ASSOCIATION LEAVE

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary up to a maximum of three (3) total days for the Association per school year providing the Association reimburses the District for the cost of the substitute(s) should a substitute be employed, and that a written notice for leave has been submitted to the Superintendent. No more than two (2) employees shall utilize Association leave on the same day, and this Section shall not be applicable if the needs of the District require the presence of the employee.

5.8. ASSOCIATION RIGHTS - EXCLUSIVE

The rights granted to the Association in this Agreement shall not be granted or extended to any competing employee organization.

5.9. ASSOCIATION RIGHTS - BOARD MEETINGS

The Association and the Board recognize the importance of communications in maintaining good relationships and agree to meet at reasonable intervals for the purpose of discussing problems. Up to three yearly meetings shall be held with reasonable intervals for the purpose of discussing problems. Up to three yearly meetings shall be held with reasonable written notice stating the item or items to be discussed at such meetings.

A. The Board shall notify the Association of the three (3) members, two of which shall be Board members, chosen to attend such meetings.

B. The Association will designate not more than three (3) representatives to attend said meetings and will notify the Board's representative(s) in writing of their selection.

C. Except by mutual agreement, such meetings shall not include ongoing negotiations or any grievance.

5.10. PAYROLL DEDUCTIONS

A. Procedures for Membership Authorization

Proper authorization for membership payroll deductions shall be the signature of the employee on an authorization form prepared by the Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective according to its terms. If silent, authorization shall be cancelable upon written notice.

B. Payment to the Association

Authorization submitted to the Superintendent or their designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) days following each pay period.

5.11. ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

If space is available therein, Board will allow the Association upon prior written notice to the Superintendent or designee to use District facilities for committee or general building employee meetings, outside of school attendance hours, pursuant to Board policies governing such usage. In addition, an employee shall have the right to use office equipment, as made available, for Association purposes. Such use shall not interrupt any District functions and shall not occur during the employee's work time (except as the employee's supervisor shall expressly and non-precedentially authorize). The Association shall pay for reasonable cost of all materials and supplies incident to such use.

5.12. BUSINESS BY ASSOCIATION REPRESENTATIVES ON SCHOOL PROPERTY

Representatives of the Association shall be permitted to transact Association business on school property provided that they make their presence known to the proper officials upon entering the building and do not interfere in any manner with the duties of any employee.

5.13. BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES

The Association shall have the right to use the school mailboxes without U.S. postage to the extent permitted by law.

ARTICLE 6

Working Conditions

6.1. WORK DAY

A. Full-Time Employees

1. The standard work week for full-time employees shall be at least thirty-five (35) hours/week and seven (7) hours/day including at least one (1) fifteen (15) minute break every four (4) hours and exclusive of a duty free lunch break of no less than thirty (30) minutes. All breaks must be separated by at least sixty (60) minutes. Starting and ending times of all employees will be determined by the superintendent and/or designee. These times will be set to meet the best interests of the District. Input will be sought by the supervisor. Employees will be notified of any changes in starting and ending times by August 1. An employee may request that the superintendent and/or designee evaluate the change in starting and/or ending times at the end of the current school year.

2. The District will allow full - time employees the option on an annual basis to combine their thirty (30) minute duty - free lunch with one (1) fifteen (15) minute break resulting in a total forty-five (45) minute lunch break, or to combine their thirty (30) minute duty – free lunch with two (2) fifteen (15) minute breaks, resulting in at total sixty (60) minute lunch break. Procedures for selection of this option by employee are set forth as follows:

    - by May 15 of each year of this Agreement, the District will submit a form to all full-time bargaining unit employees requesting their notification of election of participation or non-participation in the combined lunch and fifteen (15) minute paid break options set forth in Section 6.1A(1) of this Agreement.

    - Employees must make their election regarding this option on the appropriate form and return a signed copy of the form to the District's Business Office by June 1. An employee's failure to execute and submit the required form to the District's Business Office by June 1 waives the employee's right to elect participation in the combined lunch and fifteen (15) minute paid breaks contract option.

    - After the District receives notification of the option selected by the employees, an administrative team comprised of the District's supervisory staff will determine the lunch schedule for all bargaining unit employees. The schedule established by the District's administrative team will remain effective for the entire contract year (July 1 – June 30) and employees will not be allowed to change their lunch break election during the contract year.

B. Overtime

1. Hours worked in excess of forty (40) hours shall be considered overtime and must be authorized by the Superintendent or their designee. The rate of pay for overtime shall be time and one half. The forty (40) hours per week shall include those worked in extra duty positions. The forty (40) hour per week shall not include any sick, personal or vacation time. To be considered scheduled overtime, an employee must provide a two (2) day notice in writing to the immediate supervisor or Superintendent or his/her designee. Emergency bereavement leave will be included only if the employee provides proof.

2. Work based off of primary assignment on Sundays or holidays (overtime or not) shall be compensated at two (2) times the employee's normal rate of pay, but there shall be no pyramiding of overtime.

C. Compensatory Time

As provided by law, employees may take compensatory time in lieu of overtime compensation for hours worked in excess of forty (40) hours in any standard workweek. Compensatory time shall accrue at one point five (1.5) times the hours worked. If an employee fails to utilize earned compensatory time within sixty (60) days, the employee will be paid for the overtime.

D. School Closing

If the Board determines to close the school for other than an emergency during the spring and/or winter recess(es) notices of such intent to close shall be given by the Board no later than sixty (60) calendar days prior to the closing.

6.2. HOLIDAY AND VACATION DAYS

A. Paid Holidays

When regularly observed national or state holidays fall during the work- week, the school offices will be closed and employees will not report for work. Any holiday will not be observed and employees will not receive holiday pay if the holiday falls on a Saturday or Sunday, except as specifically provided below.

Paid holidays shall be granted to full-time twelve (12) month employees as follows:

Labor Day	Day before New Years Day
Columbus Day	New Years Day
Veterans Day (TBD yearly)*	Martin Luther King Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Day	Day before Christmas
Presidents Day	Independence Day Memorial Day
	Juneteenth

*Preference Day Before Thanksgiving

1. Full-time ten (10) and eleven (11) month employees will receive the above holidays except for Independence Day. Should the school calendar require full-time ten (1) month employees to work the day after Memorial Day, Memorial Day will be included as a paid holiday. If the Memorial Day holiday is not included in the calendar, that holiday shall be transferred to the day before Christmas.

2. If any of the following holidays fall on a Saturday or Sunday, full-time, ten (10), eleven (11), and twelve (12) month employees will receive holiday pay, with the exception of Independence Day for full-time ten (10) and eleven (11) month employees.

   Day before Christmas
   Christmas Day
   Day before New Year's
   New Year's Day
   Independence Day

   In the event any of the above dates are legislatively omitted as holidays, they will be considered as work days and will be omitted without an alternate date. In the event any of the above dates are waived by the Board, the parties agree to the selection of a mutually acceptable alternate date.

3. In order for an employee to qualify for the above-described holidays, the employee must work the last regularly scheduled workday before and after a paid holiday, unless they have an authorized day of absence due to illness, personal leave, or vacation. An authorized day of absence does not include scheduled medical appointments. Supervisor approval must be obtained for extenuating circumstances.

B. Vacation Days

Vacation days are those days that the employee uses for vacation while receiving his/her regular daily pay.

6.3. UNSAFE OR HAZARDOUS WORKING CONDITIONS

Employees shall not be required to work under clearly unsafe or hazardous conditions or to perform tasks which endanger their health.

In case of damage to the building (i.e. flooding, damage to interior or exterior walls, removal or replacement tiles, etc.), employees in the impacted area will be relocated to an unaffected location as soon as feasible as determined by administration. If the building issue necessitates all staff leaving, FLOSS will be compensated for the entire work day. The District shall comply with all applicable OSHA regulations and requirements.

An Association representative may request to attend any regularly scheduled construction meetings relevant to Association members.

6.4. ASSISTANCE FOR CONTROL AND DISCIPLINE STUDENTS

The Board shall seek to support and assist employees with respect to the maintenance of appropriate discipline of students in the employee's assigned work area.

6.5. PHYSICAL FACILITIES

The Board shall provide employees suitable space to store coats and overshoes.

6.6. INSTITUTE DAYS

A. Ten (10) month employees (Instructional Technology Assistants, Security and Teacher Assistants) shall report for work on selected scheduled teacher institute days. Employees will perform duties assigned by their supervisor or attend in-service training sessions as directed by the Administration.

B. For the duration of this contract, if the district is using the ISBE calendar waiver for professional development days, ten (10) month employees (Instructional Technology Assistants, Security and Teacher Assistants) will receive five (5) hours of professional development training on an institute day date set by administration. In order to receive pay for these five (5) hours, the employee must be in attendance or provide a doctor's note for the absence.

6.7. DAMAGE TO AUTOMOBILE ADDENDUM

Upon proper application in writing, the Board agrees to reimburse an employee for damage to their automobile property parked in the school parking lot during the school day and when the employee is performing any other school related jobs or duties outside of the school day. Such reimbursement shall be limited to no more than fifty dollars ($50) and shall be accompanied by a police report.

ARTICLE 7

EMERGENCY SCHOOL CLOSING

7.1. SCHOOL CLOSING - LEAVE DAYS

The Board will grant compensation for the emergency closing day(s) missed, which are those days when schools are officially closed by the Superintendent or the Board.

As a result of receiving pay for any emergency closing days, ten (10) month FLOSS employees must make up those paid emergency closing days at the end of the school term. If an employee leaves the employment of the school district prior to the end of the school year, or does not work the make-up day(s), the emergency closing day(s) will be deducted from the last paycheck.

7.2. SCHOOL CLOSING - CALL-IN TIME

A. **Call-In Time**
If an employee cannot be reached to be advised of an emergency school closing and does report for work, such employee shall be compensated two (2) hours call-in time.

B. Full-year employees will be paid for any full-day closing.

7.3. PARTIAL SCHOOL DAY EMERGENCY CLOSING

Rather than incur the loss of salary for a partial day school closing, all employees shall be allowed to make up any work time missed during the week of the closing. However, any work time missed on a Friday, due to an emergency closing will not be allowed to be made up and a loss of salary for the partial day of school closure will be incurred.

7.4. LATE START

In the event of a late start, all employees shall be allowed to work their regularly scheduled hours if the employee is able to arrive at their designated start time safely. Should the employee choose to start their work day after their regular scheduled time they will be allowed to make up any work time missed during the week of the late start. However, any work time missed on a Friday will need to be made up on that Friday or a loss of salary for the missed time will be incurred. Any makeup of work time missed, if chosen by the employee, shall not be counted toward the calculation of overtime.

7.5. E-LEARNING

In the event of an e-Learning day, employees will be required to attend to work duties remotely and shall be paid. To work remotely, the employee must:

1. work the entire, regularly scheduled shift; and
2. be accessible by telephone or other electronic means; and
3. if assigned a district-issued device, bring the device home in order to perform regular or assigned duties to the greatest extent possible.

Direct supervisory staff will be available to provide necessary support.

ARTICLE 8

LEAVES

8.1. SICK LEAVE

At the beginning of each work year, part-time FLOSS employees shall be credited with ten (10) days of sick leave, each full-time twelve (12) month employee shall be credited with fifteen (15) days of sick leave, each full- time eleven (11) month employee shall be credited with thirteen (13) days of sick leave, and each full-time ten (10) month employee shall be credited with twelve (12) days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of one hundred eighty (180).

In the event that an employee has exhausted their accumulated sick days, the employee may request from the Superintendent or designee additional sick days in the event of a death in the employee's immediate family. The Superintendent or designee has the sole discretion to grant or deny the employee's request for such additional sick days.

A. Immediate Family

Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, stepparents, stepchildren, and legal guardians. Sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care.

Employees are entitled to use up to thirty (30) days of paid sick leave for the birth of a child that is not dependent on the need to recover from childbirth. When used for the birth of a child, sick leave may be used absent medical certification for up to thirty (30) working school days, which days may be used at any time within the twelve (12) month period following the birth of the child. The use of paid sick leave for up to thirty (30) working school days may not be diminished as a result of any intervening period of non-working days or school not being in session, such as summer, winter or spring breaks or holidays that may occur during the use of the paid sick leave. The employee must have available sick days and the sick leave will run concurrently with any other leave available to the employee including Family and Medical Leave Act (FMLA) and Family Medical Coverage or any other leave granted under this Agreement. If sick leave is used for adoption or foster care, the Superintendent or designee may require that the employee provide evidence that the formal adoption process or the formal foster care process is underway. Such leave is limited to thirty (30) working school days and can be used intermittently once the formal adoption or foster care process is underway.

B. Accumulated Unused Sick Leave

Upon retirement with the District, the Board shall pay each full-time, non probationary ten (10), eleven (11), or twelve (12) month employee twenty-five dollars ($25) for each accumulated unused day of sick leave or may request to have the unused days of sick

leave submitted to IMRF. If a retiring employee chooses to use unused sick days for IMRF service credit, the employee will receive no compensation for those days. Employees leaving for reasons other than retirement, i.e., on their own accord, will not receive compensation for accumulated unused sick leave and may request to have the unused sick leave submitted to IMRF.

8.2. PERSONAL LEAVE

At the beginning of each school year, each full-time ten (10), eleven (11), or twelve (12) month employee shall be credited with three (3) days to be used for personal business. Each part-time employee shall receive personal days prorated based on FTE equivalency. An employee planning to use a personal business leave day or days shall notify their immediate supervisor at least one day in advance, except in cases of emergency. Personal business leave days shall also be available for the practice of individual religious preferences. Unused days shall accumulate as sick leave. Personal leave shall not be taken at any time for the purpose of earning or deriving income of whatsoever nature (other than income derived from the sale of the employee's principal residence).

8.3. ACCIDENT OR INJURY LEAVE

Absence due to injury, accident or illness incurred in the course of the employee's employment shall not be charged against the employee's accumulated sick leave for a period not to exceed twenty (20) days. If the injury forces the employee to be absent from work beyond the twenty (20) day period, an employee shall receive full pay with the receipt of salary paid by workers compensation and by utilizing the employee's accumulated sick leave to make up the difference.

Employees who incur an injury, accident or disease on the job must complete a first injury report within one (1) day after the employee suffers the injury, accident or disease or when feasibly possible, but not to exceed forty-five (45) days.

8.4. JURY SERVICE AND OTHER RELATED APPEARANCES

Any employee called for jury duty, or who is subpoenaed to testify during work hours in any criminal matter, or in an arbitration proceeding between the Association and the Board shall be paid their full compensation for such time with no loss of any leaves, seniority, or loss of any other benefits. However, employees shall remit to the Board any sums paid for such jury duty, less mileage and meal reimbursement (if any).

8.5. NON PAID LEAVES OF ABSENCE

A. Procedures for Leaves

1. The Board shall grant a Maternity/Paternity/Child Rearing Leave of Absence without pay or loss of accrued sick leave, tenure, or seniority to any non-probationary employee who submits a timely written request for such leave.

2. The effective date of this leave shall be mutually established by the employee and Superintendent or designee provided such shall not be subsequent to the date of birth (or date of placement of the child in the case of adoption).

B. Conditions and Benefits Retained Upon Reinstatement

All accumulated benefits and rights of employment previously gained shall be retained upon return. During said leave, any continuous absence of more than ninety (90) days shall not be included in the computation of seniority.

1. The employee may terminate the leave in the event of death of said child, provided she is physically able to perform her work responsibilities and the Board has not contractualized the employment of the employee's replacement.

2. An employee returning from a leave of absence shall be reinstated to the same classification held when the leave began provided, however, that the Board has no obligation to restore the employee to the same position held prior to such leave.

C. Utilization of Sick Leave

1. The employee shall be entitled to use accumulated sick leave if ill or disabled at any time prior to the commencement of the leave.

2. Nothing herein shall preclude an employee who does request a leave hereunder from utilizing accumulated sick leave during the entire period of illness or disability occasioned by pregnancy, child delivery, or recovery there from.

8.6. PROFESSIONAL LEAVE

Professional leave will be granted to FLOSS employees if they are representing Fenton High School District 100 at a special event. Prior approval must be granted by the superintendent or designee.

8.7. PROBATIONARY STATUS

During the probationary period of sixty (60) days, personal leave, bereavement leave, and vacation shall accrue, but shall not be available to the employee until the conclusion of the initial probationary period provided vacation time shall not be available until the conclusion of the entire probationary period and as otherwise provided in Article 9. Such benefits shall be extinguished if the employee is terminated or resigns for any reason prior to the expiration of such initial probationary period. Insurance coverage and holidays shall be available immediately after commencement of employment or as soon as the insurance carrier shall allow.

8.8. BEREAVEMENT

Up to three (3) paid days of leave for each incident of death in the immediate family shall be allowed. Immediate family shall include parents, spouse/domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians of either the employee or the employee's spouse/domestic partner. Bereavement leave does not need to be continuous days. Additional days may be taken as sick days. Employees will provide documentation to the superintendent or designee such as an obituary, mass card, or service information.

ARTICLE 9

VACATIONS

9.1. VACATION DAYS/SENIORITY

Twelve (12) month employees shall receive paid vacation time. Such vacation time may be used at times of the employee's choosing subject to the needs of the District and approval of the appropriate supervisor, provided, however, that the District may require employees to utilize at least one-half (1/2) of their annual allotment of vacation during work weeks when school is not in session due to the student summer vacation period or Winter and Spring recess periods.

Where more than one employee requests the same vacation date(s), the Board may reasonably prohibit all requesting employees from being absent at the requested times. In such instances, the affected employee having the greatest seniority shall have priority.

9.2. ACCUMULATED VACATION DAYS AND ANNUAL ALLOTMENT

Except with the expressed written advance approval of the Superintendent or designee, vacation time may not be accumulated from year to year. Upon termination, an employee shall be paid for all unused vacation time based upon his/her then current rate of pay. Vacation time shall be computed as of each July 1st on the basis of the following schedule:

Vacation will be granted annually on July 1st of each fiscal year for vacation accrued the previous year based on the following:

0 – 1 Year	5 days prorated from date of hire
2 – 4 Years	10 days
5 – 9 years	15 days
10+ years	20 days

Vacations shall be earned from the first day of regular employment and may be taken, with the approval of the appropriate supervisor, any time following one (1) full calendar year of employment in accordance with the schedule set out below, provided such vacation does not unreasonably interfere with the necessary conduct of school business. The supervisor shall approve all leave requests unless the employee's absence would constitute a burden to the school because of volume of work, press of duties, or absence of other employees. Vacation which has been approved and scheduled shall not be altered except in an emergency.

Twelve (12) month employees regularly working less than full-time shall receive vacation amount prorated.

ARTICLE 10

EMPLOYEE EVALUATION

10.1. FULL KNOWLEDGE OF OBSERVATIONS

All formal observations of the work of each employee shall be conducted with the full knowledge of the employee.

10.2. NOTIFICATION OF EVALUATION PROCESS

Within thirty (30) days after the beginning of each school term, the principal or designee shall apprise employees of any changes in evaluation procedures. A new employee shall be notified by the Human Resources Coordinator of the evaluation procedures in effect. Such notification shall be within sixty (60) days of hire.

10.3. PROCEDURAL BAR TO EVALUATIONS

No formal evaluation shall take place until the above orientations have taken place.

10.4. EVALUATION PROCESS

One of the key purposes of employee evaluation shall be the improvement of employment skills, and all evaluations shall be conducted in good faith to this end and in accordance with the provisions of this Agreement. Employees shall be typically evaluated not less than once per school year.

All evaluations shall be reduced to writing and a copy given to the employee within ten (10) days of the formal observation. A conference to discuss the evaluation shall be scheduled within ten (10) days after the employee has received the evaluation. Following the post formal evaluation conference, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that the employee necessarily agrees with the contents of the evaluation, only that the evaluation has been discussed. Any employee may submit additional comments to the written evaluation if the employee desires, provided such is submitted within fifteen (15) calendar days of receipt of the evaluation.

ARTICLE 11

PERSONNEL FILE

11.1. CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE

Only one official file shall be maintained. No evaluative materials shall be placed in the file unless the employee promptly receives a copy of such. The employee shall acknowledge that the employee has read any materials evaluative in nature by affixing their signature on the copy to be filed. Any evaluative materials not contained in the employee's personnel file may not be used to evaluate or discipline the employee in any manner.

11.2. RIGHT TO RESPOND TO MATERIALS IN FILE

Within fifteen (15) days following the date any material is entered into the employee's personnel file, the employee shall have the right to respond and their response shall be attached to the file. The immediate supervisor will sign the response acknowledging that the employee read the material. A copy of the response will be provided to the immediate supervisor.

11.3. RIGHT TO EXAMINE FILE

An employee shall have the right upon two (2) working days prior notice to the Superintendent or designee to examine non-confidential documents in their personnel file and to have a representative of the Association accompany him/her in such review. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

11.4. RIGHT TO REPRODUCE MATERIALS IN FILE

Upon request, the Board will reproduce one (1) copy of any materials in their personnel file. A representative of the Board may be present during such review. Nothing shall be removed from the personnel file except by mutual agreement of the employee and the Board.

ARTICLE 12
DISCIPLINE OR DISMISSAL

12.1. DISCIPLINE

Employees shall be on probationary status for sixty (60) working days on which students are in regular attendance. Such probationary period may be extended in the Board's sole discretion for a sixty (60) day period.

Employees shall not be dismissed or suspended without reasonable cause, provided such shall not be applicable to any action with respect to the probationary employee or to the reduction-in-force of any employee.

An arbitrator shall not have the authority to order the restoration of employment in a dismissal case absent clearly arbitrary action by the Board. The Board shall have the burden of proof to establish the existence of reasonable cause. The Association shall have the burden of proof to establish any arbitrary action by the Board. The arbitrator shall adjust any back pay award by applying the general principles of mitigation of damages.

The Board acknowledges the desirability that typically the principle of progressive discipline be utilized. As used in the preceding sentence, "typically" means the Association acknowledges that, in some instances, the offense or impropriety committed justifies immediate suspension (with or without pay) and/or termination.

12.2. REPRESENTATION AT EVALUATION MEETINGS

In the event an administrator requires an employee to attend a meeting for the purpose of disciplining said employee, the employee, upon request, may have an Association representative present. The employee shall be given reasonable notice of the reason(s) for such a meeting.

ARTICLE 13

JOB DESCRIPTION AND COMMITTEES

13.1. JOB DESCRIPTION DEVELOPED AND DISTRIBUTED

If a new bargaining unit position is created, the Association and District will meet to discuss the salary, benefits, and working conditions of the new position.

13.2 INSURANCE COMMITTEE

Two (2) representatives of the Association will be added to the current insurance committee and be allowed to participate in all insurance committee meetings to monitor, review, and recommend changes in the insurance program.

ARTICLE 14

SENIORITY

14.1. DEFINITION OF SENIORITY

Seniority shall be defined as the length of continuous service within the District in the Association's bargaining unit. Accumulation of seniority shall begin from the employee's first working day in the bargaining unit except that probationary employees shall not accumulate seniority until their probationary period is completed. A paid holiday shall be counted as the first working day in applicable situations.

A. Full-time employees regularly working less than a full year shall suffer no loss of seniority for those days in which they are not required to work.

B. Seniority shall not be interrupted during the recall period following a reduction-in-force or during any leave of absence, but any continuous absence on recall or during an unpaid leave of absence of more than ninety (90) days shall not be included in the computation of seniority.

C. If the seniority of two (2) or more employees shall be the same, any claims as between such employees shall be resolved by lot.

14.2. PART-TIME SENIORITY

Part-time employees shall accrue seniority on a pro rata basis.

14.3. PROBATIONARY EMPLOYEES/SENIORITY

Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

14.4. CLASSIFICATION WITHIN BARGAINING UNIT

For the purpose of this Agreement, all employees shall be paid in one of the following classifications:

A. Technology Assistant
B. Administrative Assistants
C. Fiscal Services
D1. Teaching Assistants
D2. Internal Services
E. Security

14.5. MAINTAINING AND POSTING OF SENIORITY LISTS

The Board shall prepare, maintain, and post a seniority list. The initial seniority list shall be prepared and posted conspicuously in the building within sixty (60) work days after the effective date of this Agreement with revisions and updates prepared and posted by February 1 annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

14.6. LOSS OF SENIORITY

A. Resignation
B. Dismissal for Cause
C. Retirement
D. Expiration of the recall period subsequent to a reduction-in-force

14.7. SENIORITY RELATED TO POSITION TRANSFERS FROM 10/11 MONTH TO 12 MONTH

Ten (10) or eleven (11) month employees transferring into a twelve (12) month position shall receive prorated credit for their past continual service to the district when calculating vacation time. Ten (10) month employees shall be prorated at a rate of 10/12 per year of continual service. Eleven (11) month employees shall be prorated at a rate of 11/12 per year of continual service.

ARTICLE 15

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

15.1. DEFINITION OF LAY-OFF

Lay-off shall be defined as a reduction in the workforce.

15.2. LAY-OFF PROCEDURE

If the Board shall in its sole discretion determine that it is necessary to eliminate a position or to reduce the workforce, all lay-offs shall be based upon seniority within the affected classification. All probationary employees within such classification shall be laid off prior to the lay-offs of any non-probationary employee in such classification. Non-probationary employees shall be laid off in inverse order of seniority of employees in such classification.

15.3. RECALL RIGHTS AND PROCEDURES

Recall shall be according to law by classification of positions set forth in Section 14.4. Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records or hand-delivered. The recall notice shall state the time and date on which the employee is to report back to work.

ARTICLE 16

VACANCIES, TRANSFERS, AND PROMOTIONS

16.1. DEFINITION OF VACANCIES

A vacancy is defined as existing when a position in the bargaining unit is intended to be filled by someone not now employed by the Board.

16.2. POSTING OF VACANCIES

All vacancies shall be posted in a conspicuous place in the building for a period of three (3) workdays. Said posting shall contain the following information:

A. Type of work
B. Anticipated location of work
C. Anticipated starting date
D. Rate of pay
E. Anticipated hours to be worked
F. Classification
G. Minimum requirements

16.3. APPLICATION

Interested employees may apply in writing to the Superintendent or designee within the posting period.

16.4. NO REDUCTION OF SALARY

Employees shall not be placed on a lower step (salary schedule, wage scale) due to involuntary transfers.

16.5. TRIAL PERIOD

In the event of involuntary transfer from one classification to another, the employee shall be given a fifteen (15) workday trial in which to show their ability to perform on the new job. The employee shall be given reasonable assistance to enable them to perform to the Board's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period the employee shall be returned to their previous classification if work is available in such classification. In the event of voluntary transfer from one classification to another, the employee shall be given a like trial period, and if unable to demonstrate ability to perform the work required, the employee shall be returned to their previous classification if a position is available in such classification. If a position is not available, whether the transfer was voluntary or involuntary, the employee shall be returned to his/her previous classification if a vacancy therein shall arise (after the recall of any employee on a recall list) within twelve (12) calendar months of the determination of lack of appropriate ability to perform the work required.

ARTICLE 17

COMPENSATION AND RELATED PROVISIONS

17.1. LIFE INSURANCE

The Board will provide a term life insurance policy for each employee who is eligible and receives health insurance benefits under the District's group insurance plan. Any current employee employed by the District before July 1, 1992 shall receive the same amount of life insurance coverage they received during the 1991-92 school year. Employees hired by the District after July 1, 1992 shall receive term life insurance in a coverage amount of ten thousand dollars ($10,000).

17.2. DENTAL INSURANCE

For twelve (12), eleven (11), and ten (10) month employees who are regularly employed more than thirty (30) hours per week, the Board and employee shall share in the paying of insurance premiums for both single and family coverage as follows: the Board shall pay 88% and the employee 12%.

17.3. MEDICAL/HEALTH INSURANCE

For twelve (12), eleven (11), and ten (10) month employees who are regularly employed more than thirty (30) hours per week, the Board shall pay the percentage of the premiums as described below.

Premiums:

A. Individual Premiums:
   - PPO2 - The Board shall pay 85% of the premium and the employee 15%.
   - HMO Illinois - The Board shall pay 90% of the premium and the employee 10%.
   - HMO Blue - The Board shall pay 94% of the premium and the employee 6%.

B. Family Premiums:
   - PPO2 - The Board shall pay 80% of the premium and the employee 20%.
   - HMO Illinois - The Board shall pay 85% of the premium and the employee 15%.
   - HMO Blue - The Board shall pay 90% of the premium and the employee 10%.

Insurance premium schedules will be inserted as Addenda to the Contractual Agreement once the premium for each year has been established. The description of the insurance plans will be provided to each employee prior to each open enrollment period and upon request.

After this contract has been ratified by both parties, if any Fenton Employee, including employees not covered by this agreement, is given access to any health insurance plan not available to members of the Association, that plan shall be opened at the next open enrollment period to all Association members at the same employee and board contribution rates as the non-Association employee given access to the plan.

For employees who work more than thirty (30) but less than thirty-five (35) hours per week, benefits are provided on a prorated basis. Employees who work thirty-five (35) or more hours receive full coverage benefits.

17.4. SALARY AND LONGEVITY

A. Salary Schedules

The salary schedules for the 2024-25, 2025-26, 2026-27, 2027-28, contract years shall be as set forth in Appendix B which is attached to and incorporated in this Agreement.

B. Salary Placement of New Hires

Newly hired FLOSS employees will be placed on the appropriate step of the relevant salary schedule based on their skills and prior experience for the position they are being hired for. New hires will not be placed higher than step 6.

C. Salary Increase

Employees shall receive a one time market adjustment in the amount of thirty cents (.30) per year of service within their classification plus 1% and will be placed on the schedule in the year 2024-2025 (see example below). There will be a 2% increase between each step on the salary schedule and employees shall advance one step on the salary schedule for each subsequent school year. The salary increases below will be adjusted as follows:

2024-2025	Market adjustment plus 1% and step placement on the salary schedule
2025-2026	4%
2026-2027	3%
2027-2028	3%

EXAMPLE: In the 2024-2025 school year, a staff member has ten (10) years of continuous service as an administrative assistant. That individual would receive a three (3) dollar raise (30 cents x 10 years). In addition, an increase of 1% will be added to the adjusted rate. This new salary would in turn be their new rate for the 2024-2025 school year and the staff member would be placed equal to or above their calculated rate on the new salary schedule.

All employees who are off the schedule will receive the yearly negotiated salary increase for the FLOSS membership in their job category plus 2%.

D. Longevity

Each employee will receive a longevity bonus of four hundred dollars ($400) for each increment of five (5) years of continuous service completed up to twenty (20) years with the District as follows:

5 Years:	$400
10 Years:	$800
15 Years:	$1,200
20 Years:	$1,600

The longevity bonus will be paid in a lump sum amount (deducting all applicable state and federal payroll taxes), by separate check on the first pay period following an

employee's anniversary date with the District.

Longevity bonuses, as delineated above shall NOT be available to employees hired after July 1, 2014. Employees employed as of June 30, 2014 shall continue to receive the benefit.

E. Teacher Assistant and Security Hours

Full-time Teacher Assistants will work an additional two (2) hours per week for a total of thirty-seven and a half hours (37.5) a week. TAs will work from 8:30 am - 3:30 pm on Mondays and 7:15 am - 3:30 pm Tuesday through Friday.

Full-time security will work an additional forty-five (45) minutes per week which will make their work week a total of forty (40) hours per week. Their direct supervisor will determine their schedule for start and end times.

17.5. RECLASSIFICATION/SALARY SCHEDULE

If an employee is reclassified, the employee shall be compensated at the same step of such new classification, provided if reclassified from "B" to "A" or from "C" to "B" or "A" the employee shall at the time of such reclassification receive an increase of no less than twenty-five cents (.25) per hour over their previous rate.

17.6. PAY DAYS - SCHOOL NOT IN SESSION

A. If a regular pay date falls on a date when the school is not scheduled to be open for business, then the employee shall receive pay on the last workday preceding the scheduled pay date. During the shutdown period of any employee, the checks shall be mailed to the designated address of the employee and mailed in a timely fashion so as to typically be received by the pay date.

B. Coaches and sponsors will be paid their stipend during the season of the extracurricular activity.

17.7. PAYROLL

Ten (10) and eleven (11) month employees will have a choice of equal bi-monthly payments of salary extending over twenty (20) or twenty-four (24) continuous pay periods commencing with the first pay period of the contract year. Twelve (12) month employees will be paid equal bi-monthly over twenty-four (24) continuous pay periods commencing with the fist pay period of the contract year.

In the event that a payment date falls on a weekend or a holiday, the payment of salary will be made on the preceding business day.

17.8. RETIREMENT INCENTIVE

Upon attainment of age fifty-five (55) and having completed a minimum of fifteen (15) years of service with the District, an employee will be able to receive a multi-year incentive of 6% over the employee’s previous year’s salary provided notice is given not less than forty-nine (49),

thirty-seven (37), twenty-five (25), or thirteen (13) months prior to the retirement date. Under no circumstances may a FLOSS member's salary exceed 6% over the prior year's salary.

In addition, an eligible employee will receive a lump sum payment of two hundred dollars ($200) per each year of service with the district. The payment will be issued within thirty (30) days of the employee's final paycheck.

17.9. COMPENSATION FOR SCHOOL EVENTS

1. Employees assisting at events outside of the regular school day, under the direction of the Director of Activities, Director of Athletics, or the Assistant Athletics Director, and functioning as timers, officials, scorekeepers, announcers, or team photographer (photographer – both home and away events), shall be compensated at fifty-four dollars ($54) per event or twenty-seven dollars ($27) per hour, whichever is greater. Employees assisting in other capacities (i.e., chaperones, ticket takers or sellers, crowd control, etc.) shall be compensated at forty-four dollars ($44) per event or twenty-two dollars ($22) per hour, whichever is greater.

2. Employees assisting at away events outside of the regular school day shall be compensated at one hundred and eight dollars ($108) per event or twenty-seven ($27) per hour, whichever is greater.

3. Employees will be given the opportunity, on a voluntary basis, to serve as chaperone/workers for school events (i.e., dances, sports events, plays, etc.) and paid as described above before it is offered to workers outside of Fenton.

ARTICLE 18

LABOR/MANAGEMENT COMMITTEE

The Labor Management Committee ("Committee") shall consist of an equal number of representatives selected by FLOSS and the District, up to three (3) from each party. The Superintendent or designee and the President of FLOSS are the co-chairs of the Committee. Members of the Committee may, by agreement, invite other staff members to attend Committee meetings in an advisory capacity based on the nature of the issue.

The Labor Management Committee will meet two times per school year unless otherwise requested by either FLOSS or the District. One meeting will be held each semester during the regular workday unless otherwise agreed by the co-chairs.

The parties shall agree upon an agenda of matters to be discussed at the meeting at least five (5) days prior to the meetings. The subject matter of the Committee shall include, but not be limited to, professional development and job duties, including proposed revisions to job descriptions. The Committee will agree on professional development for each bargaining unit position for each school year. Matters involving a pending grievance between the parties shall not be discussed at this meeting, unless otherwise agreed to by the parties in writing. Committee decisions will be made by consensus where possible.

ARTICLE 19

CONTINUITY OF OPERATIONS

19.1. NO STRIKE PROVISION

The Association agrees that it will not, during the period of this Agreement, engage in a strike against the Board or in any manner encourage any employee to absent themselves from employment other than pursuant to an approved leave of absence.

ARTICLE 20

EFFECT OF AGREEMENT

20.1. COMPLETE UNDERSTANDING

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

20.2. CONTRACTUAL AMENDMENTS

This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of these parties in written and signed amendment to this Agreement.

20.3. INDIVIDUAL CONTRACTS

Any individual contract between the Board and heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

20.4. SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.

Should the affected provision subsequently become legal, valid or otherwise enforceable, it shall remain a part of this Agreement unless the parties agree otherwise.

ARTICLE 21

FAIR SHARE

21.1. FAIR SHARE

The parties acknowledge that on June 27, 2018, the United States Supreme Court ruled, in Janus v. AFSCME, 585 U.S._, that *fair share* dues are unconstitutional. For that reason, fair share provisions in collective bargaining agreements are unenforceable. The parties further agree, that in the event fair share dues are found to be legal in the future, that the fair share provision in this Contract will be enforceable without the necessity for the parties to agree to bargain its inclusion. The language for the fair share provision, if found legal, shall be as follows:

A. Beginning with the 1990-91 contract year, and with respect to any individual newly employed after August 1, 1990 who does not join the Union or execute a dues deduction authorization within fourteen (14) days after posting of the notice required in subparagraph (1.) below, the Board shall deduct a sum equivalent to the proportionate share of the costs of the services rendered by the Union for collective bargaining and contract administration in equal payments from the regular paycheck of the employee in the same manner as it deducts dues for members of the Union provided:

1. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the Rules and Regulations of the IELRB; and

2. The Union has annually certified in writing to the Board the amount of such fair share fee and confirmation that such notice has been posted.

B. The Board shall begin such fair share fee deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification of the fair share fee amount by the Union as required in paragraph A. of the Article.

C. In the event an employee objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB, which shall hold the fee in escrow in an account established for the purpose. The Board shall continue to transmit such fees to the IELRB until further order of the Board.

D. If a non-member employee declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to the employee's proportionate share to a nonreligious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the IELRB in accordance with its Rules and Regulations.

E. The Union, the Illinois Education Association, and the National Education Association agree to defend, indemnify, and hold the board harmless against any claims, demands, suits, or other form of liability which may arise by reason of any action taken by the

Union or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith. The Board agrees to promptly notify the Union in writing of any claims, demands, suits or other forms of liability arising from the Board's compliance with the provisions of this article.

F. The provisions of this Section shall not apply to any employee who was a member of the bargaining unit and did not belong to the Union as of August 1, 1990, except and unless such employee after August 1, 1990 voluntarily agrees to either pay fair share or to become a member of the Union.

ARTICLE 22

DURATION

22.1 DURATION

This Agreement shall be effective on July 1, 2024 and shall continue in effect until June 30, 2028.

FENTON LOCAL ORGANIZATION OF SUPPORT STAFF, IEA-NEA

By: _____
Co-President

By: _____
Co-President

Date: 6/20/24

BOARD OF EDUCATION
FENTON COMMUNITY HIGH SCHOOL DISTRICT 100

By: _____
President

By: _____
Secretary

Date: 6/26/2024

APPENDIX A

FLOSS CLASSIFICATIONS

A. Technical Assistants

1. Technology Assistant (Chromezone/Duplicating)
2. Technology Assistant (AV/Help Desk Tech)
3. Library Technical Assistant

B. Administrative Assistants

1. Athletic Director/P.E./Building Usage
2. Curriculum/Instruction
3. Guidance
4. Special Education
5. Student Services Receptionist
6. Division Leader Admin Assistant
7. Student Services Assistant
8. Registrar
9. College and Career Assistant

C. Fiscal Services

1. Bookstore Clerk

D1. Teaching Assistants

1. Special Education
2. English as a Second Language/Bilingual
3. Study Hall Supervisor
4. ISI Supervisor

D2. Internal Services

1. Audio Visual Clerk
2. Duplicating Clerk
3. Attendance Assistant
4. Health Assistant
5. Main Office Receptionist

E. Security

1. Campus Security
2. Campus Security – Evening

APPENDIX B - FLOSS SALARY SCHEDULES

FLOSS SALARY SCHEDULE A-B-C					
Step	**24/25**	**25/26**	**26/27**	**27/28**	
1	$22.61	$23.51	$24.22	$24.94	
2	$23.06	$23.98	$24.70	$25.44	
3	$23.52	$24.46	$25.20	$25.95	
4	$23.99	$24.95	$25.70	$26.47	
5	$24.47	$25.45	$26.21	$27.00	
6	$24.96	$25.96	$26.74	$27.54	
7	$25.46	$26.48	$27.27	$28.09	
8	$25.97	$27.01	$27.82	$28.65	
9	$26.48	$27.54	$28.37	$29.22	
10	$27.02	$28.10	$28.94	$29.81	
11	$27.55	$28.65	$29.51	$30.40	
12	$28.11	$29.23	$30.11	$31.01	
13	$28.67	$29.82	$30.72	$31.64	
14	$29.24	$30.41	$31.32	$32.26	
15	$29.83	$31.02	$31.95	$32.91	
16	$30.42	$31.64	$32.59	$33.56	
17	$31.04	$32.28	$33.25	$34.24	
18	$31.65	$32.92	$33.91	$34.92	
19	$32.29	$33.58	$34.59	$35.62	
20	$32.93	$34.25	$35.28	$36.34	
21	$33.59	$34.94	$35.98	$37.06	
22	$34.26	$35.63	$36.70	$37.80	
23	$34.95	$36.35	$37.44	$38.56	
24	$35.65	$37.07	$38.19	$39.33	
25	$36.36	$37.82	$38.95	$40.12	
26	$37.09	$38.57	$39.73	$40.92	
27	$37.83	$39.34	$40.52	$41.74	

2024-25: Employee shall receive a market adjustment plus a salary increase of 1%
2025-26: Employee shall receive a salary increase of 4% and advance one step on the schedule
2026-27: Employee shall receive a salary increase of 3% and advance one step on the schedule
2027-28: Employee shall receive a salary increase of 3% and advance one step on the schedule
All employees who are off the schedule will receive the yearly negotiated salary increase for the FLOSS membership in their job category plus 2%

FLOSS SALARY SCHEDULE

D1

Step	24/25	25/26	26/27	27/28
1	$18.30	$19.03	$19.60	$20.19
2	$18.66	$19.40	$19.99	$20.59
3	$19.04	$19.80	$20.39	$21.00
4	$19.41	$20.19	$20.80	$21.42
5	$19.80	$20.60	$21.21	$21.85
6	$20.20	$21.01	$21.64	$22.29
7	$20.60	$21.43	$22.07	$22.73
8	$21.02	$21.86	$22.52	$23.19
9	$21.44	$22.30	$22.97	$23.66
10	$21.87	$22.75	$23.43	$24.13
11	$22.30	$23.19	$23.89	$24.61
12	$22.75	$23.66	$24.37	$25.10
13	$23.21	$24.13	$24.86	$25.60
14	$23.67	$24.61	$25.35	$26.11
15	$24.14	$25.11	$25.86	$26.63
16	$24.62	$25.61	$26.38	$27.17
17	$25.12	$26.12	$26.90	$27.71
18	$25.62	$26.64	$27.44	$28.27
19	$26.13	$27.18	$28.00	$28.84
20	$26.66	$27.73	$28.56	$29.41
21	$27.18	$28.27	$29.12	$29.99
22	$27.73	$28.84	$29.70	$30.60
23	$28.29	$29.42	$30.30	$31.21
24	$28.85	$30.01	$30.91	$31.84
25	$29.43	$30.61	$31.53	$32.47
26	$30.02	$31.22	$32.16	$33.12
27	$30.62	$31.84	$32.80	$33.78

2024-25: Employee shall receive a market adjustment plus a salary increase of 1%
2025-26: Employee shall receive a salary increase of 4% and advance one step on the schedule
2026-27: Employee shall receive a salary increase of 3% and advance one step on the schedule
2027-28: Employee shall receive a salary increase of 3% and advance one step on the schedule
All employees who are off the schedule will receive the yearly negotiated salary increase for the FLOSS membership in their job category plus 2%

FLOSS SALARY SCHEDULE						
D2						
Step	**24/25**	**25/26**	**26/27**	**27/28**		
1	$17.60	$18.31	$18.86	$19.42		
2	$17.95	$18.67	$19.23	$19.80		
3	$18.31	$19.04	$19.62	$20.20		
4	$18.67	$19.42	$20.00	$20.60		
5	$19.05	$19.81	$20.40	$21.02		
6	$19.43	$20.21	$20.82	$21.44		
7	$19.82	$20.61	$21.23	$21.86		
8	$20.22	$21.03	$21.66	$22.31		
9	$20.62	$21.45	$22.09	$22.76		
10	$21.04	$21.88	$22.54	$23.21		
11	$21.45	$22.31	$22.98	$23.67		
12	$21.89	$22.76	$23.45	$24.15		
13	$22.32	$23.21	$23.91	$24.63		
14	$22.77	$23.68	$24.39	$25.12		
15	$23.22	$24.15	$24.87	$25.62		
16	$23.68	$24.63	$25.37	$26.13		
17	$24.16	$25.13	$25.88	$26.66		
18	$24.64	$25.63	$26.40	$27.19		
19	$25.14	$26.14	$26.93	$27.74		
20	$25.64	$26.67	$27.47	$28.29		
21	$26.15	$27.19	$28.01	$28.85		
22	$26.67	$27.74	$28.57	$29.43		
23	$27.21	$28.30	$29.15	$30.02		
24	$27.75	$28.86	$29.73	$30.62		
25	$28.31	$29.44	$30.33	$31.24		
26	$28.88	$30.03	$30.93	$31.86		
27	$29.45	$30.63	$31.55	$32.50		

2024-25: Employee shall receive a market adjustment plus a salary increase of 1%
2025-26: Employee shall receive a salary increase of 4% and advance one step on the schedule
2026-27: Employee shall receive a salary increase of 3% and advance one step on the schedule
2027-28: Employee shall receive a salary increase of 3% and advance one step on the schedule
All employees who are off the schedule will receive the yearly negotiated salary increase for the FLOSS membership in their job category plus 2%

FLOSS SALARY SCHEDULE
E

Step	24/25	25/26	26/27	27/28
1	$17.12	$17.80	$18.34	$18.89
2	$17.46	$18.16	$18.71	$19.27
3	$17.81	$18.52	$19.07	$19.65
4	$18.17	$18.90	$19.46	$20.05
5	$18.53	$19.27	$19.85	$20.45
6	$18.90	$19.65	$20.24	$20.85
7	$19.28	$20.05	$20.65	$21.27
8	$19.66	$20.45	$21.06	$21.70
9	$20.06	$20.86	$21.49	$22.13
10	$20.46	$21.28	$21.92	$22.58
11	$20.87	$21.70	$22.35	$23.02
12	$21.28	$22.13	$22.80	$23.48
13	$21.72	$22.58	$23.26	$23.96
14	$22.15	$23.04	$23.73	$24.44
15	$22.58	$23.49	$24.19	$24.92
16	$23.04	$23.96	$24.68	$25.42
17	$23.50	$24.44	$25.18	$25.93
18	$23.97	$24.93	$25.67	$26.44
19	$24.45	$25.43	$26.19	$26.98
20	$24.94	$25.93	$26.71	$27.51
21	$25.44	$26.46	$27.25	$28.07
22	$25.95	$26.99	$27.80	$28.63
23	$26.47	$27.53	$28.35	$29.21
24	$27.00	$28.08	$28.92	$29.79
25	$27.54	$28.64	$29.50	$30.38
26	$28.09	$29.21	$30.09	$30.99
27	$28.65	$29.80	$30.69	$31.61

2024-25: Employee shall receive a market adjustment plus a salary increase of 1%
2025-26: Employee shall receive a salary increase of 4% and advance one step on the schedule
2026-27: Employee shall receive a salary increase of 3% and advance one step on the schedule
2027-28: Employee shall receive a salary increase of 3% and advance one step on the schedule
All employees who are off the schedule will receive the yearly negotiated salary increase for the FLOSS membership in their job category plus 2%

Addendum A --2024-2025 (Teachers/FLOSS)
Fenton Community High School, District 100
Health and Dental Insurance Premium Schedule

PPO PLAN - BLUE CROSS/BLUE SHIELD RATES

	5.3%
SINGLE	
Monthly	926.41
Annual	11,116.92
FAMILY	
Monthly	2,645.54
Annual	31,746.48

Employee		Board
Pays	15%	85%
24	69.48	393.72
20	83.38	472.47
Pays	20%	80%
24	264.55	1,058.22
20	317.46	1,269.86

HMO ILLINOIS - BLUE CROSS/BLUE SHIELD RATES

	8.8%
SINGLE	
Monthly	749.86
Annual	8,998.32
FAMILY	
Monthly	1,982.63
Annual	23,791.56

Employee		Board
Pays	10%	90%
24	37.49	337.44
20	44.99	404.92
Pays	15%	85%
24	148.70	842.62
20	178.44	1,011.14

HMO BLUE ADVANTAGE - BLUE CROSS/BLUE SHIELD RATES

	8.8%
SINGLE	
Monthly	674.89
Annual	8,098.68
FAMILY	
Monthly	1,784.39
Annual	21,412.68

Employee		Board
Pays	6%	94%
24	20.25	317.20
20	24.30	380.64
Pays	10%	90%
24	89.22	802.98
20	107.06	963.57

DENTAL

	6.3%
SINGLE	
Monthly	45.39
Annual	544.68
FAMILY	
Monthly	118.28
Annual	1,419.36

Employee		Board
Pays	12%	88%
24	2.72	19.97
20	3.27	23.97
Pays	12%	88%
24	7.10	52.04
20	8.52	62.45

EYEMED VISION (VOLUNTARY)

SINGLE	
Monthly	6.18
Annual	74.16

Pays	Employee (100%)
24	3.09
20	3.71

FAMILY	
Monthly	15.70
Annual	188.40

Pays	Employee (100%)
24	7.85
20	9.42

APPENDIX C

MEMORANDUM OF UNDERSTANDING

EASTER SUNDAY

During the negotiations, which resulted in the 1995-98 Collective Bargaining Agreement, the Fenton Local Organization of Support Staff, IEA/NEA ("FLOSS") and the Board of Education of Fenton Community High School District No. 100 ("Board") agreed as follows:

1. The Friday before Easter Sunday will be a scheduled day of non-attendance in the school calendar or, alternatively, the Board will schedule a mutually acceptable alternate date. This shall be a paid holiday for all bargaining unit members.

2. This Memorandum of Understanding and the provisions of paragraph 1 above are not incorporated into the Collective Bargaining Agreement and are not subject to the grievance procedure set forth in Article 3 of the Collective Bargaining Agreement.

DATED: **May 24, 2010**

BOARD OF EDUCATION
FENTON COMMUNITY HIGH SCHOOL
DISTRICT NO. 100

By: Dorothy Lange
President

Attest: Ed Tully
Secretary

FENTON LOCAL ORGANIZATION OF
SUPPORT STAFF, IEA-NEA

By: Mary Radek
Co-President

Mary Simmons
Co-President

Fenton Board of Education
July 23, 2025

Motion to Approve the FLOSS Memorandum of Agreement

Recommendation

That the Board of Education Approve the motion of FLOSS Memorandum of Agreement as presented.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is an agreement between the Board of Education of Fenton High School District 100 ("Board") and Fenton Local Organization of Support Staff, IEA/NEA ("FLOSS" or "Association") (collectively, the "Parties") regarding the placement of new hires pursuant to Article 17.4 of the parties 2024-2028 collective bargaining agreement ("Agreement").

1. Article 17.4 of the Agreement provides that "newly hired FLOSS employees will be placed on an appropriate step of the relevant salary schedule based on their skills and prior experience for the position they are being hired for. New Hires will not be placed higher than step 6".

2. The Labor/Management Committee agrees that further clarification is needed to assess the skills and prior experience of new hires for purposes of appropriate placement on the salary schedule consistent with the Agreement.

ACCORDINGLY, the parties agree as follows:

A. New employees being hired shall be placed on the salary schedule dependent upon experience credit based upon their skills and prior experience for the position that they are being hired for.

B. Prior to a new hire being offered a specific salary on the salary schedule, the Association president or their designee shall meet with the Assistant Superintendent for Human Resources and Operations, to determine the appropriate step on the salary schedule to be offered to the new hire based on their skills and prior experience for which they are being hired for.

C. If agreement is not reached, the Superintendent shall decide the specific salary placement.

D. For each year (1) of directly related experience, the new hire shall be placed on one (1) step beyond step 1 of the salary schedule, provided that such credit may not result in a placement on the schedule higher than step six (6).

E. In the event that a member is transferred voluntarily or involuntarily to another position at a higher classification during their first two (2) years of employment, the member shall be placed on the step reflecting their skills and experience directly related to the specific position they are transferring into, but in no event,

shall they be placed higher than step six (6). In the event a member is transferred voluntarily or involuntarily to a previous classification, that member shall be compensated at the same step of such new classification. Prior to either such transfer, the Association president or their designee shall meet with the Assistant Superintendent for Human Resources and Operations, to determine the appropriate step on the salary schedule to be offered to that employee based on their skills and prior experience for which they are being transferred to.

Dr. Sam Bentsen 4/28/25

Superintendent

Demetra Danigeles 4/28/25

FLOSS Co-President

Cary Lewis
Board President

Hayley Dantona 4/20/25

FLOSS Co-President

John Radzinski
Board Secretary