

AGREEMENT

Between

THE SUPPORT STAFF

And

**THE BOARD OF EDUCATION
DISTRICT 99**

For

July 1, 2007 through June 30, 2010

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ARTICLE I- RECOGNITIONS AND DEFINITONS

1.1 Recognition

The Board of Education of Community High School District No. 99, DuPage County, Illinois (hereinafter referred to as the “Employer” or the “Board”) recognizes the District No. 99 Support Staff- IEA/NEA (hereinafter referred to as the “Association”) as the sole and exclusive bargaining representative for all non-certified Employees included within the bargaining unit heretofore recognized and approved by the Illinois Education Labor Relations Board (hereinafter referred to as the “Employee” or “bargaining unit member”) exclusive of those non-certified Employees not included in such bargaining unit and exclusive of all persons not covered by the Illinois Educational Labor Relations Act.

1.2 Part-Time Employees

Except as otherwise provided in this Agreement, part-time Employees shall receive all benefits provided herein on a pro rata basis.

1.3 Definitions

A. Employee

1. 40 Weeks or More

As used herein a “full-time, full-year” or 40 weeks or more Employee is one who regularly works thirty-five (35) or more hours per week and forty (40) or more weeks per year. (i.e. 52 week, 44 week, 42 week and 40 week employees).

2. School Term – Full-Time

As used herein, a “school term- full-time” Employee is one who regularly works thirty-five (35) or more hours per week and at least one hundred and seventy (170) days per school year (i.e. 36 week employees).

3. School Term – Part-Time

As used herein, a “school term, part-time” Employee is one who works at least five (5) hours per day, and at least one-hundred and seventy (170) days per year and shall receive benefits defined in Section 1.2 of this Article.

4. Part-Time

All other Employees shall also be deemed “part-time,” and except as otherwise provided in this Agreement, such Employees shall not be entitled to receive benefits defined in Section 1.2 of this Article.

5. Short-Term/ Probationary

An Employee who works less than ninety (90) days shall be deemed a “short-term” Employee and not covered by this Agreement.

B. Days

The term “days” when used in this Agreement shall, except where otherwise indicated, mean employment days, except during the summer recess when “days” shall mean the time when the Board’s Business Office is open.

C. Superintendent

The title “Superintendent” shall indicate the Superintendent of School or his/her designee.

D. Employer

The term “Employer,” “District,” or “Board” shall indicate the Board of Education and its administrative, managerial and supervisory employees.

E. Association

The term “Association” or “Union” shall indicate the sole and exclusive bargaining representative.

F. Board

The term “Board of Education” shall mean the seven-person elected body with the legal authority to direct the affairs of the School District.

ARTICLE II – NEGOTIATION PROCEDURES

2.1 Release Time for Bargaining

When negotiations are conducted during regular working hours, release time shall be provided the Association's negotiating team members. Release time should include a reasonable amount of time for travel to negotiation site and negotiations, but is not to include preparation time for the Association negotiating team.

2.2 Mediation

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Services (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 the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

2.3 Printing of Contracts, Costs and Distribution

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed in a format to be mutually agreed upon, and the cost of which shall be shared equally by the parties. A copy shall be presented by the Board to each bargaining unit member and administrator newly employed during the terms of this Agreement. In addition, during the term of this Agreement, sufficient copies shall be reproduced to permit each bargaining unit member and administrator to receive a copy and fifty (50) additional copies each shall be provided the Board and the Association.

2.4 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 Agreement.

ARTICLE III – GRIEVANCE PROCEDURE

3.1 Grievance Definition

- A.** A grievance is an assertion by an Employee or group of Employees and/or the Association of an alleged violation, misinterpretation or misapplication of this Agreement.
- B.** Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Administration and/or having a grievance resolved without intervention of the Association, provided the resolution is not in violation of the terms of this Agreement.
- C.** When processing a grievance, an Employee should request representation of the Association. The Association shall be notified of any grievance and should be represented at all meetings after the formal presentation for the grievance. Such meetings shall be held at reasonable times and places.
- D.** Time limits may be extended by mutual consent of the grievant(s) and the Board.

3.2 Grievance Process

Step 1

An Employee with a grievance shall first discuss his/her alleged complaint with his/her building principal or designee with the object of resolving the matter informally.

Step 2

If the grievance has not been settled at Step 1, it must be submitted in writing to the building principal or designee within twenty (20) days from the alleged event or when the grievant could reasonably have been expected to be aware of the event. The building principal or designee will arrange for a meeting to take place within ten (10) days after the receipt of the grievance. The grievant and the building principal or designee will be present at such meeting. The building principal or his/her designee will provide a written answer to the grievant and to all parties present at the meeting and to the Association not more than ten (10) days following the meeting. The answer will include the reason(s) for the decision.

Step 3

If the grievance is not resolved at Step 2, the grievant may, at his/her option, refer the grievance in writing to the Superintendent or designee within six (6) days after

receipt of the Step 2 answer. The Superintendent or designee will arrange for a meeting with the grievant to take place within ten (10) days after the receipt of the appeal. Each party shall have the right to include in this representation such witnesses as it deems necessary to develop facts pertinent to the grievance. At the conclusion of the meeting, the Superintendent or designee will have ten (10) days in which to provide a written answer to the grievant and to the Association. The written answer will include reason(s) for the decision.

Step 4

If the grievance is not resolved at Step 3, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as administrator of the proceedings. If a written notice requesting arbitration is not filed within twenty (20) days after the date of receipt of the Step 3 decision, or the expiration of the time limits at Step 3, the grievance will be deemed withdrawn.

- a. The arbitrator will have no power to alter the terms of this Agreement or by his/her recommendation add to or subtract from the provisions of this Agreement.
- b. The arbitrator's decision will be based solely upon his/her interpretation of the meaning or application of the provisions of this Agreement.
- c. Each party will bear the full costs for its representation in the arbitration. The cost of the arbitrator and American Arbitration Association will be divided equally between the parties.
- d. If either party requests a transcript of the proceedings, that party shall bear the full cost for the transcript. The parties may agree to share the cost of all transcripts, including that furnished to the arbitrator.

3.3 By-Pass Procedure

If the Association President and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be by-passed and the grievance brought directly to the next level.

3.4 No Reprisals Clause

No reprisal of any kind will be taken by the Board of Education or the School Administration against any Employee because of his/her bona fide participation in any of these grievance procedures.

3.5 Grievance Withdrawal

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

3.6 Grievances with Administration

Grievances involving administrators in more than one (1) building or involving an administrator above the building level may be initially filed at Step 3.

3.7 Grievance Files

All materials dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.

3.8 Grievance Witnesses

If any grievance meeting required by this Article shall be held during the Employee workday, the grievant(s), necessary witness(es) and Association representative(s) shall suffer no loss of salary.

3.9 Timeliness

Failure to pursue a grievance within the prescribed time lines will act as a bar to any further appeal.

3.10 Extension

Grievance time limits may be extended by mutual written agreement.

3.11 Grievance Form

A form to assist with the Grievance procedure may be found in Appendix C.

ARTICLE IV – EMPLOYEE RIGHTS

4.1 School Code Rights

Nothing contained herein shall be construed to deny any Employee his/her rights under The School Code of the State of Illinois or any other applicable laws and regulations, provided the foregoing shall not be construed to enlarge the scope of negotiations and/or the substantive content of this Agreement nor to in any manner incorporate herein any law or regulation of any nature.

4.2 Employer Hearing/ Employee Rights

When any Employee is required to appear before an administrator, an Employer Committee, or any Board of Education member for any matter which is disciplinary in nature, the Employee shall be given reasonable prior written notice for the reason(s) for such meeting and shall be entitled to have a representative of the Association present to advise him/her during such meeting or interview. This section is not applicable to meetings of a preliminary investigative nature. Such representation may be a member or staff person of the Association.

4.3 Break Period

With authorization of their immediate supervisor, Employees shall be permitted to leave the building during any break period. Reasonable sign-out facilities shall be provided so that employees will not be unduly delayed if they elect to leave the building.

4.4 Rules and Regulations

All policies, regulations and rules of the Employer shall be published and readily available to the Employee. Changes in existing policies, regulations and rules shall be appropriately displayed or distributed preceding implementation. One set shall be given to the President of the Association with the changes.

4.5 Employee Notification of Assignment

Employees, other than full-time, full-year Employees, shall be given notice of their assignments for the forthcoming school term thirty (30) days prior to the last day of the current year. Any changes in such assignment shall be communicated to the affected employee in writing as soon as possible. A copy of the communiqué will be placed in the employee's personnel file.

4.6 Petty Cash- Employees

Employees shall be reimbursed for the authorized purchase of consumable materials, provided that requests for reimbursement are accompanied by a sales receipt.

ARTICLE V – ASSOCIATION AND BOARD RIGHTS

5.1 Board Meetings- Notification

The President of the Association or his/her designee shall be given notice of any special meetings of the Board of Education together with a copy of the agenda or statement of purpose of such meeting prior to the scheduled time of such meeting.

5.2 Board of Education Agenda Mailed to Association

A copy of the agenda, if any, shall be made available to the Association President or designee prior to each regular Board of Education meeting.

5.3 Board Minutes – Association Copies

A copy of all Board minutes shall be mailed or placed in the mailbox of the President of the Association as soon as they are approved.

5.4 Pertinent Information

The Board shall, in response to reasonable written requests, furnish published information which shall be necessary for the Association to process any grievance. The Board shall also furnish annual financial reports and audits; a register of non-certified personnel; tentative budgets; treasury reports; census date; and the names, addresses and seniority and experience credit of all bargaining unit members and the compensation paid thereto.

5.5 Association Announcements

Announcements of Association business which have no impact on the written daily school bulletin are allowed on appropriate school bulletin boards.

5.6 Association Views - Student

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

5.7 Names and Addresses – New Employees

Upon request, names of newly hired Employees shall be provided to the Association within fourteen (14) days after their hiring. The Employee's home address shall also be provided unless he/she has objected to such disclosure.

5.8 Association Leave

In the event that the Association desires to send official delegates to state or national conferences or on other business pertinent to Association affairs, these official delegates shall be excused without loss of salary, provided that a written

notice for leave has been submitted to the Superintendent or designee at least two (2) days in advance. Association Leave is not to be used for the purpose of planning for negotiations. The total number of days hereunder shall not exceed ten (10) per school year.

5.9 Association Rights – Exclusive

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

5.10 Association – Administration Meeting

Nothing herein shall preclude the building principal or designee and duly authorized representative(s) of the Association from meeting time-to-time for the purpose of discussing problems subject to such notice or agenda requirements as may be requested by either party.

5.11 Payroll Deductions

A. Procedures for Membership Authorization

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form submitted to the Superintendent or designee. Such cancellation shall be effective according to the terms of the authorization, or in the absence of such provision, upon termination of employment or in fifteen (15) days, whichever shall first occur.

B. Payment to the Association

Authorizations submitted to the Superintendent or 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. The amount of the dues to be deducted shall not be changed more than once during any single school year.

C. Hold Harmless

If the Board shall make and remit such deductions as provided above, the Association shall defend and hold harmless the Board for such deductions.

5.12 Payroll Procedures- Payroll Distribution

A. A fifty-two (52) week employee will receive paychecks over 26 pay periods. The salary year begins with the first pay period in July.

- B. Forty (40) to forty-four (44) week employees will receive their paychecks over 22 pay periods. The first paycheck will be issued in August.

Forty (40) to forty-four (44) week employees may request in writing to receive their paychecks over 26 pay periods. The request must be made in writing prior to the start of a new fiscal year (July 1). Request(s) remain on file and are valid until a change is requested in writing.

- C. Thirty-six (36) week employee paychecks will correspond to the submission of time sheets (approximately 20-21 pays). The first paycheck will be issued in September.

5.13 Association Use of District Facilities and Equipment

The Employer will allow the Association to use District facilities for committee, general or building Employee meetings, outside of school attendance hours, provided that, if more than fifteen (15) persons are in attendance, at least seventy-five percent (75%) of those in attendance are employed by the Board.

5.14 Business by Association Representatives on School Property

Representatives of the Association shall be permitted to transact Association business on school property provided they make their presence known to the proper official upon entering the buildings, and provided such transactions on Association business in no matter interferes with the performance of any duties by any Employee or subjects any non-consenting Employee to any form of interference or interruption during work, preparation or break periods.

5.15 Bulletin Board, Mail Facilities and Mail Boxes

The Association shall have the right to use the school mailboxes. To the extent permitted by law, including the rules and regulations of the United States Postal Service and any other agency having jurisdiction, such usage shall be without affixation of U.S. postage. The Association may post notices on a bulletin board to be designated in each of the two (2) high school buildings and the Board's Administration Office, provided such notices shall be endorsed as official Association documents and shall not be derogatory of the Board of Education or its members or employees, and provided this section shall not be applicable in the event of an authorized challenge to the Association as the bargaining agent. A copy of each posted item shall be concurrently sent to the Superintendent or designee.

5.16 District Inter-School Mail

The Association may use the District's inter-school mail services for distribution purposes subject to all the conditions of the preceding section.

5.17 Direct Deposit

A. Credit Union

The employer shall provide an optional payroll deduction plan for the Illinois Education Association Credit Union and DuPage Credit Union. The deduction may be initiated or adjusted twice each school year by submitting such request to the Superintendent by the first of any month. All monies collected shall be forwarded to the Credit Union within ten (10) working days following each pay period with a print out of the amount deducted for each Employee.

B. Wire Transfer

The employee has the option of bi-weekly net pay amounts being deposited into their personal checking or savings accounts. Information regarding this procedure can be obtained from the Controller's office.

5.18 Employer's Rights

The Employer retains its statutory rights to manage the School District. Implementation of those rights shall be consistent with this Agreement and with the Illinois Educational Labor Relations Act.

5.19 Fair Share Agreement

- A.** Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee of the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- B.** In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C.** Such fee shall be paid to the Association by the Board no later than (10) days following deduction.
- D.** In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E.** The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- F.** The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Education Labor Relations Board.
- G.** Employees who are employed prior to July 1, 1994, and are non-members of the Association are exempt from the provisions of this section unless they are or subsequently become members of the Association.

5.20 President's Release Time

- A.** The President of the Association shall be given release time not to exceed four (4) hours per week to conduct business directly related to the operation of the Association and/or its state and national affiliates.
- B.** The Vice-President from the school which does not have the President shall be given release time not to exceed two (2) hours per week for the same purposes as the President.

ARTICLE VI – WORKING CONDITIONS

6.1 Work Day

- A. Paid leaves, holidays, vacation days and emergencies when Employees are excused shall all count toward meeting workweek requirements.
1. All work over and above a forty (40) hour workweek shall be compensated at the rate of one and one-half (1-1/2) times the normal rate of pay in the manner prescribed by law.
 2. If Employees are required to work on Sundays or Holidays, they shall be credited with a minimum of two (2) hours work, provided there shall be no pyramiding of overtime payments.
 3. Employees required to work on a holiday shall be paid at a rate equal to two (2) times their regular rate of pay, provided there shall be no pyramiding of overtime payments.

6.2 Holidays

A. Definitions

1. Paid holidays are set aside on the calendar. Employees are not required to work such days, but shall receive work credit at their regular daily rate of pay.
2. The paid holidays for full-time, full-year (40 weeks or more) employees are: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Years Day, Marin Luther King Day, President's Day, Pulaski Day and Memorial Day.*
3. The paid holidays for 36-week employees (at least five (5) hours per days and 170 days per year) shall be the following: Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Day, President's Day, Pulaski Day and Memorial Day.*

* Designated Holidays may vary by agreement

4. The Superintendent shall designate three (3) paid holidays in addition to the holidays listed for employees working fifty-two (52) weeks a year, two (2) paid holidays in addition to the holidays listed for full-time, full-year (40 weeks or more) Employees, and one (1) paid holiday in addition to the holidays listed for thirty-six (36) week Employees.

6.3 Unsafe or Hazardous Working Conditions

Bargaining unit members shall not be required to work under clearly unsafe or hazardous conditions, provided the foregoing shall not be construed as obviating the Employee's responsibility to protect students.

Main entrances, campus and traffic supervisors and detention room aides shall be provided a communication device while on duty. Campus traffic supervisors assigned to work outside shall be provided by District 99 Board of Education, protective, reflective and appropriate outerwear.

The Board acknowledges its current responsibilities under applicable regulations of the Illinois Department of Labor with respect to protecting affected individuals against the spread of blood borne pathogens.

The determination of the Board to provide inoculations and /or training pursuant to its blood borne pathogen policy to an Employee shall not be precedential with respect to such Employee, but the determination to provide such shall be dependent upon an analysis of pertinent risk factors.

6.4 Rest Room and Lounges

The Employer shall make available in each school adequate lunchroom and lavatory facilities.

6.5 Assistance for Control and Discipline of Students

The Employer shall provide reasonable support and assist bargaining unit members with respect to maintenance and control of students within the bargaining unit members' assigned work area.

6.6 Medical and/or Psychological Examination

If the Board shall require an Employee to take a medical or psychological examination, the Board shall pay for the same. This section shall not apply to any examination required as a condition for initial employment (regardless of when such examination occurs).

6.7 Physical Facilities

To the extent practicable, the Board shall furnish appropriate storage facilities for Employees. Where feasible this shall include a locked space for small personal items.

6.8 Food Service

On teacher institute days or days when food service is not provided in the building, Employees shall be provided a one (1) hour lunch period without loss of pay.

ARTICLE VII – EMERGENCY SCHOOL CLOSING

7.1 Notification Procedure

When an emergency confronts the schools, notifications of the closing of school will be released for broadcast as early as possible.

7.2 School Closing – Leave Days

- A.** When the school and school offices are officially closed by the Superintendent or designee, leave days previously arranged by an Employee will not be deducted if the Employee in his/her job classification and building assignment has been excused from reporting to work.

- B.** In the event buildings are closed for student attendance, but are open for 52 week Employees to work, a full-time, full-year, fifty- two (52) week Employee who is unable to report because of adverse conditions may in lieu of loss of pay utilize accumulated personal leave or vacation time or such other time as his/her supervisor shall non-precedentially approve. Employees who work less than 52 weeks are not required to work during emergency school closings but will be required to make up lost days on a student attendance day not previously scheduled or on other days that his/her supervisor shall non-precedentially approve. If the Superintendent decides to close the District buildings, 52-week Employees will suffer no loss of pay.

- C.** In the event buildings are closed after Employees have reported to work, such Employees shall not experience a loss of pay.

ARTICLE VIII – LEAVES

8.1 Sick Leave

At the beginning of each school year, each Employee shall be credited with ten (10) days sick leave per year accumulative to two hundred forty (240) days. An Employee working fifty-two (52) weeks a year shall be credited with eighteen (18) sick days leave accumulative to two hundred forty (240) days and any Employee working forty (40) or more weeks per year shall be credited with sixteen (16) days of sick leave accumulative to two hundred forty (240) days.

An individual sick leave record for all Employees will be maintained in the Personnel Office.

As used herein, sick leave shall mean personal illness, quarantine at home, or serious illness or death in the immediate family. As per the guidelines, the “immediate” family for purposes of this section shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, children-in-law, brothers-in-law, sisters-in-law, wards, stepchildren, step-grandchildren, legal guardians and any person residing in the home. As used herein, a “serious illness” shall mean a medical emergency or life-threatening situation.

Sick leave will be charged in quarter-day units.

Sick leave shall be usable in the same units as earned, i.e., persons working half-time shall earn half-time sick leave days, etc.

8.2 Personal Leave

Full-time, full-year (40 weeks or more) Employees shall be entitled to personal leave according to the following schedule:

Working in District 1-3 years	1 day accumulative to 3
Working in District 4-9 years	2 days accumulative to 3
Working in District 10+ years	2 days accumulative to 3

As used herein, personal leave means attending to a matter which cannot reasonably otherwise be attended to during non-school days or hours. Such personal leave shall be without loss of pay or other benefits. Unused personal leave that exceeds the accumulative allowed will be transferred to sick time.

Written request for use of personal leave shall be made to the Employee’s immediate supervisor as soon as feasible. Personal leave days shall not be used during the first ninety (90) working days of employment except in an emergency (which shall be explained as soon as possible) or for observance of recognized

holidays of the Employee's faith, on days immediately preceding or following a holiday, recess, or vacation period.

Personal leave shall not be used as vacation days or to extend a vacation, to participate in any labor dispute of any kind, or to engage in other employment.

Personal leave days will be charged in quarter-day units.

Full-time, school term Employees and regular part-time Employees shall be entitled to one (1) personal leave day per fiscal year accumulative to three (3).

8.3 Additional Paid Leaves

A. Bereavement Leave

If necessary, up to four (4) days leave shall be granted without loss of pay or deduction of sick leave to full-time Employees as the consequence of each death in the immediate family (as defined in Section 8.1).

In addition, an Employee who is eligible for bereavement leave may use accumulated personal leave or accumulated sick leave if the Employee's personal leave has been exhausted, to attend the funeral of a aunt or uncle.

B. Religious Leave

Observance of a recognized religious holiday of the Employee's faith shall be a legitimate utilization of personal leave. If personal leave is not available, such leave shall be taken with loss of salary.

C. Jury Service

Any Employee called for jury duty shall be paid full compensation without loss of benefits, provided the Employee promptly reimburses the District his/her payment received for court service exclusive of reimbursement(s) for mileage and/or food. Employees should notify their supervisor as soon as they receive notice of potential jury duty.

8.4 Parental Leave

Parental leave shall be granted without pay or benefits (except as required by law) to Employees who have been approved by the Board who apply therefore in full compliance with the following:

- A. The Employee shall notify the Superintendent of designee in writing of the fact of pregnancy at least one hundred twenty (120) calendar days prior to the anticipated date of delivery. A

physician's statement indicating such date shall accompany this notice.

- B.** Application for parental leave shall be filed with the Superintendent or designee in writing within fifteen (15) calendar days following the giving of the notice prescribed by the preceding subsection. Such application shall indicate the requested starting and ending dates of such leave, provided:
- 1.** The total length of such leave shall not exceed the balance of the school term in which it commences and one (1) additional school term.
 - 2.** Such dates are consistent with continuity of instruction of students.
 - 3.** Such leave terminates so that the Employee will return to employment at the beginning of a school year or semester.

In all instances, however, the leave shall commence no later than the actual date of delivery, notwithstanding that the leave was otherwise scheduled to commence at a later date. Any leave scheduled to begin during the summer recess shall commence no later than July 1. Any of the foregoing may be waived by the Superintendent in his/her sole discretion without precedential effect.

If the Superintendent and the Employee cannot agree as to what constitutes continuity of instruction, the matter shall be submitted to expedited arbitration procedures of the American Arbitration Association, the cost to be shared by the Board and the Employee.

- C.** Nothing herein shall preclude a mutual agreement between the Superintendent or designee and the Employee which would allow the Employee to be employed full or part-time during the course of the leave, provided any such agreement shall be non-precedential in all aspects.
- D.** An Employee who adopts a child shall be entitled to a leave of absence and all of the conditions of the preceding subsections. The Employee shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. The leave shall commence no later than ten (10) calendar days following the placement of the child in the Employee's home.
- E.** Nothing herein shall be construed as to require any Employee to make application for parental leave. Any Employee who elects not

to apply for parental leave, or who is ineligible therefore, shall be entitled to utilize accumulated sick leave on any day (s) on which the Employee is sick or disabled as a consequence of pregnancy and for childbirth, and if such Employee shall exhaust all accumulated sick leave, he/she shall be granted a leave of absence without pay during the period he/she continues to be sick or disabled as a consequence of such pregnancy and or childbirth.

- F. The Board may in its sole discretion grant parental leave to an Employee pursuant to the foregoing provisions and such other conditions as it may deem appropriate. The granting or withholding of such leave shall not be precedential with respect to any other application.
- G. Anything in this Agreement to the contrary notwithstanding, an Employee shall not be eligible for successive parental leaves until the Employee shall have returned to full-time employment for at least one (1) continuous year following completion of the previous parental leave.

8.5 Public Office

A leave of absence without pay may be granted to an Employee upon application for the purpose of campaigning for or serving in a public office to the extent necessary for such activities. Upon returning from such leave the Employee shall be placed at the same position on the salary schedule as he/she would have been, had he/she worked in the system during such period not to exceed one step.

8.6 Discretionary Leave

Any leave of absence hereunder which may be granted or denied at the option of the Board shall be at the sole discretion of the Board and the granting or denial of such leave of any absence shall not be precedential.

8.7 Alternate Employment Leave

A leave of absence without pay for the purpose of alternative employment on a full-time basis may be granted to any Employee for a period of up to one (1) year. The Employee must inform the Superintendent of such leave by February 1 of the school term proceeding each year of the proposed leave.

8.8 Leaves- Additional Conditions

Unless otherwise specified, all unpaid leaves granted under this article shall be granted under the following conditions:

- A.** As a condition of any leave of more than eight (8) calendar months' duration, the Employee shall agree to give written notification of the Employee's intention to return to employment at the conclusion of such leave. Failure to give such notification at least one hundred eighty (180) calendar days prior to the termination of such leave, but not more than two hundred ten (210) calendar days, shall be deemed a resignation by the Employee.

- B.** Upon the return from such leave, the Employee shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the system during such leave, provided an Employee who has been employed one hundred (100) Employee employment days or more in a single school term shall not be denied such advancement by reason of the leave, except that the foregoing shall not be applicable in more than one (1) school year in which a leave commences or terminates.

8.9 Family Hardship Leave

A leave of absence without pay shall be granted to any Employee for a period of one (1) year to attend to serious family difficulty. Such leave shall not be denied arbitrarily. The Employee must inform the Superintendent or designee of such leave by February 1 of the school term preceding the leave, except in an emergency (which shall be explained) such advance notice may be waived by the Superintendent or designee at his/her discretion. Such waiver shall be non-precedential.

Salary placement shall be equivalent to that which the Employee was entitled at the time the leave began.

This section shall not be applicable to any individual Employee more than once during his/her employment as an Employee in the District or immediately preceding or following a leave under the Family and Medical Leave Act.

8.10 Organizational Leave

A leave without pay for the purpose of serving as an officer in a state or national Employee organization up to two (2) years shall be granted upon written application. Application must be made by March 1 to the Superintendent. Such leave shall commence at the beginning of the next

school term, except in an emergency when it may begin forthwith, and in such instances the leave shall be for no more than the balance of that school term and one succeeding school term.

8.11 Sick Leave Bank

The Board, in cooperation with the Association, shall maintain a Sick Leave Bank to provide for the alleviation of the hardship caused to an Employee and the Employee's family if a catastrophic illness or injury forces the Employee to exhaust all leave time earned by that Employee. The Sick Leave Bank shall be managed by a Sick Leave Bank Review Committee ("Committee") consisting of three Association members appointed by the president of the Association and a non-voting member appointed by the Superintendent. The Committee, subject to Board approval, shall formulate and publish rules for the implementation and administration of the Sick Leave Bank consistent with the foregoing stated purposes of the Bank. The rules shall also accord with the following guidelines:

- A.** All Employees, except those receiving disability benefits described in paragraph D below, shall contribute one (1) day of sick leave to the bank at the start of the 2007-2008 school year. New Employees shall make their contribution on the first day of work in the district. Any member may voluntarily contribute additional days provided that the member shall retain at least 10 days in his or her account.
- B.** Should the Sick Leave Bank fall under sixty (60) days on or before June 30th of any year, all Employees shall contribute one (1) day of sick leave to the bank of the start of the following school year.
- C.** An Employee shall be entitled to draw upon the bank only after having exhausted all of his or her sick and personal leave days and having been absent from work without pay for two (2) additional days due to that member's catastrophic illness or injury.
- D.** An Employee suffering from injuries and illnesses that are compensable under the Workers' Compensation Act or Workers' Occupational Diseases Act, or who are receiving disability benefits from the Illinois Municipal Retirement Fund, the Social Security Administration, the Veteran's Administration, or other source shall not be eligible to draw upon the bank.
- E.** Application by an Employee to draw upon the bank shall be in writing, verified and supported by a statement from the Employee's physician. The Committee or the Superintendent may require the applicant to obtain a second opinion from a physician of the District's choice at the District's expense. The Committee shall

make provision for the confidentiality of all physician communications.

- F.** “Catastrophic illness or injury” means temporary incapacity or disability resulting from a life threatening illness or an injury of a catastrophic nature including, but not limited to, cancer, massive heart attack or severe injuries from an automobile or other accident.
- G.** The maximum number of Sick Leave Bank days which may be granted in a single school year to an Employee is sixty (60).
- H.** The maximum number of Sick Leave Bank days which an Employee may use during his/her employment with the School District is one hundred twenty (120) days.
- I.** Sick Leave Bank days may only be used during the Employee’s regular work year for personal illness or injury of the Employee.
- J.** Committee decisions may be appealed to the Superintendent.
- K.** All dispositions shall be issued in writing, with a copy going to the Association President.

ARTICLE IX – VACATIONS

- 9.1** This article shall apply only to Employees who work on a full-time basis, fifty-two (52) weeks per year.
- 9.2** Beginning on the first day of the calendar month following the Employees actual starting date with District 99, the eligible full-time, fifty-two (52) week Employee will earn one (1) vacation day per month to a maximum of ten (10) days. Such days shall be eligible for use commencing the first day of the month following earning credit.
- Effective after the completion of five (5) full years and beginning with the Employee's sixth (6) year of employment, i.e., years of employment commencing July 1 and ending June 30, each eligible full-time, fifty-two (52) week Employee shall accrue one additional day of vacation per year to a maximum of twenty (20) vacation days which shall accrue after fifteen (15) full years of employment.
- Seniority Employees who accept a 52-week position will earn vacation beginning the first day of the calendar month following their first day of the calendar month of their new position. Such days shall be eligible for use commencing the first day of the month following earning credit. Additionally seniority Employees will be given seniority credit for the number of seniority hours said Employee has accumulated with District 99.
- 9.3** Vacation days are those days that the Employee uses for vacation while receiving his/her regular daily pay.
- 9.4** If a holiday falls within the selected or assigned vacation period, it shall not be charged as a vacation day(s).
- 9.5** Vacation times selected must have final approval of the building principal or designee (for school personnel) or the Assistant Superintendent for Personnel (for central office personnel).
- 9.6** Vacation days shall be charged in quarter-day units.
- 9.7** Ten (10) vacation days may be held over from one (1) school year to the next, but the accumulated vacation balance can never exceed ten (10) days more than the amount of vacation that will be earned in that year.

ARTICLE X – EMPLOYEE EVALUATION

10.1 Full Knowledge of Observations

All formal observations of Employee performance shall be conducted openly.

10.2 Notification of Evaluation Process

A new Employee shall be apprised of evaluation procedures within forty-five (45) days following initial employment.

10.3 Purpose of Evaluation

The purpose of Employee evaluation shall include the improvement of employment skills, and all evaluations shall be conducted in good faith.

10.4 Post Evaluation Conference and Procedures

All evaluations shall be reduced to writing and a copy given to the Employee within ten (10) days of the evaluation. If the Employee disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation, provided such response is submitted within fifteen (15) working days of receipt of the evaluation. If a supervisor believes the Employee is doing unacceptable work, the reasons(s) therefore shall be set forth, together with any suggestions a supervisor may have for improvement or remediation.

10.5 Employee’s Right to Respond

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 he/she necessarily agrees with the contents of the evaluation, but only that they have been discussed. An Employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations and the Employee’s comments shall be placed in the Employee’s personnel file. The immediate supervisor will sign the response acknowledging that he/she has read the material if submitted timely as provided in the preceding section.

ARTICLE XI – PERSONNEL FILE

11.1 Conditions and Procedures for Placement of Materials in File

Only one (1) official file shall be maintained. No evaluative materials shall be permanently placed in the file unless the Employee has had an opportunity to read such material. The Employee shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. Any materials not revealed and a copy given to the Employee may not be used to evaluate or discipline the Employee in any manner.

11.2 Right to Respond to Materials in File

Within thirty (30) days following the date any material is entered into the Employee's personnel file, the Employee shall have the right to respond, and his/her response shall be attached to the 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.

11.3 Right to Examine File

An Employee shall have the right to examine his/her personnel file and to have a representative of the Association accompany him/her in such review. Such review shall be during normal business and shall be preceded by reasonable notice of intent to review. A representative of the Board may be present during such review. Nothing shall be permanently removed from the official personnel file except by consent of the Board and the Employee.

11.4 Right to Reproduce Materials in File

Upon request of the Employee, the Employer will reproduce one (1) copy of any materials in the Employee's personnel file at up to, but not to exceed, the usual charge thereof.

ARTICLE XII – EMPLOYEE PROTECTION

12.1 Assault on an Employee – Procedures

Any case of assault upon an Employee shall be promptly reported to the Board of Education or its designee. The Board shall provide assistance, including the advice of legal counsel if necessary, to apprise the Employee generally of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the Employee in handling the incident by law enforcement authorities, provided the Employee shall have acted within the scope of his/her employment and pursuant to Board policy or administrative procedures or directions. (If the Employee is adhering to administrative direction, this paragraph shall apply notwithstanding conflicting Board Policy.)

In accordance with applicable provisions of The School Code, the Board shall provide indemnification and protection for claims and suits against the Employee. The Board may, at its discretion, provide legal assistance to an Employee who is formally charged with criminal assault and/or battery.

12.2 Salary Deduction

An Employee who has been assaulted by a student shall suffer no loss of salary or accumulated sick leave provided such assault was in no respect provoked or caused by the Employee, and the Employee is acting pursuant to Board policy and administrative direction. This section shall be effective for ninety (90) calendar days following any such assault or until the Employee shall qualify for disability income from any source.

ARTICLE XIII – DISCIPLINE OR DISMISSAL

13.1 Just Cause Discipline

No Employee shall be suspended without pay, held on step or denied a salary increase without just cause. At the time such action is taken, a written notice of the specific grounds forming the basis for disciplinary action shall be delivered to the Employee and to the Association. No persons will be arbitrarily or capriciously terminated.

13.2 Evidence Restrictions

Evidence not previously recorded in the Employee's personnel file prior to the notification of such disciplinary action and other action described in Section 13.1 shall not be used by the Board as a basis for its action.

If an Employee is suspended without pay and it is thereafter determined such suspension was without just cause, he/she shall be reimbursed all pay, fringe benefits and other benefits provided by the contract.

13.3 Representation at Discipline/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 prior notice of the reason(s) for such meeting.

ARTICLE XIV – JOB DESCRIPTION

14.1 Job Description Developed and Distributed

The Board shall develop job descriptions for each overall job classification. When developed, such job descriptions shall be reviewed with the Association President or designee, and after such input has been fully considered, the final job descriptions shall be submitted to the Association President or designee. Promptly thereafter the job descriptions shall be distributed to all affected Employees.

ARTICLE XV - SENIORITY

15.1 Definition of Seniority

Seniority shall be defined as the length of the service within the District. Accumulation of seniority shall begin from the Employee's first working day. Seniority shall not be interrupted by a leave of absence, but an unpaid leave of absence of ninety (90) consecutive calendar days or more shall not be counted in computing seniority. All seniority shall be extinguished upon cessation of employment for whatsoever reason and shall not re-arise if re-employment shall occur except if recalled as per 15.4, 15.5 and 16.1. In the event that more than one Employee has the same total number of district hours of work, position on the seniority list shall be determined by drawing lots.

15.2 Part-Time Employees and Seniority

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

15.3 Maintaining and Posting of Seniority List

- A. The Employer shall prepare and post a seniority list annually, and a copy shall be sent by February 1st to the Association President of designee. Any revisions to such seniority list shall like wise be posted and distributed. The accuracy of such seniority list shall be subject to the provisions of Article III of the Agreement.

- B. The seniority list shall contain the following categories:
 - Senior Executive Secretary
 - Senior Secretary
 - Secretary
 - Department Assistant
 - Paraprofessional (Teacher Aide)
 - Student Supervisor
 - Nurse Assistant
 - Job Coach
 - Technical Support
 - Application/Network Support

15.4 Procedures for Lay-off

All Employees shall be laid off only pursuant to reduction in force procedures as prescribed by The School Code, prior thereto, an Employee in Senior Executive Secretary, Senior Secretary, Secretary otherwise subject to lay-off, shall be reassigned to a position in a lower category replacing an Employee with lesser District seniority and assume the pay at

that category. Employees who are laid-off shall retain recall rights for a position for which they are fully qualified for a period of twenty-four (24) calendar months from the date of the end of the fiscal year in which the lay-off occurs. Refusal of any position tendered during the recall period shall terminate any further recall rights by such Employee, provided such Employee shall have at least fifteen (15) calendar days in which to report for duty from date of notification of recall.

No new or present Employee shall be hired in a job category where there are qualified/ or reassigned Employees who have been either laid-off or reassigned within the preceding 24 months.

15.5 Laid Off Employee/ Substitution

A. Fringe Benefits/Laid Off Employees

Laid off Employees may continue their insurance benefits as provided by law.

B. Recall Rights and Procedures

Employees with recall rights pursuant to Section 15.4 of this Agreement shall be called in order of seniority, with the most senior being called first, to any position to which they are qualified within their job category. Notice of recall shall be personally delivered or sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the Employee is to report back to work.

C. Employee's Obligation to Respond to Recall

It shall be the Employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled Employee shall be given seven (7) calendar days from mailing of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled Employee can report for work providing the Employee reports within the fifteen (15) day period. An Employee who declines recall to full-time work for which he/she is qualified shall forfeit his/her recall rights. Employees on layoff shall accrue seniority during the period of such layoff.

ARTICLE XVI – VACANCIES, TRANSFERS AND PROMOTIONS

16.1 Definition of Vacancies

A vacancy shall be defined as a newly created position, or a present position that is not filled if such position is to be filled by someone not a member of the bargaining unit. A position filled by a recalled Employee is not a vacancy.

16.2 Posting of Vacancies

All vacancies shall be posted as promptly as feasible in a conspicuous place in each building in the District for a period of five (5) consecutive working days. Said posting shall contain the following information:

- A.** Type of work
- B.** Location of work
- C.** Starting date
- D.** Rate of pay
- E.** Normal 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 five (5) days posting period. The Board shall notify Employees of vacancies occurring during the summer months (June, July and August) by sending notice of same to each Employee interested who provides a self-addressed envelope for each such notice.

16.4 Compensation/Temporary Duties Assumed

Effective with the sixth (6th) day, any Employee who temporarily assumes the duties of another Employee for more than ten (10) working days within any single fiscal year will be paid at their step but in the classification in which they are working. An Employee's pay rate shall not be reduced as a result of any temporary change of duties. After an Employee has been assigned to temporary duties for ten (10) consecutive working days, written notice of such assignment shall be given to the Association, provided this shall not apply when such assignment is to fill in for another Employee on vacation.

ARTICLE XVII – COMPENSATION

17.1 Salary Schedule

The salary schedule shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement. Employees must be employed at least six (6) months to be eligible for a step increase, however, Employees will receive a percentage increase.

Any increase in pay shall be granted to eligible Employees on July 1 of each subsequent school year.

An Employee who is involuntarily transferred to a lower job category shall suffer no loss of pay thereby, except as provided in Section 15.4.

17.2 Flexible Spending Account

The 2007-2010 Agreement places the Board contribution to the Employee flexible spending account into the salary schedule. The flexible spending account benefit was used as a non-taxable benefit for Employees electing to participate in the Board's health insurance program and as a taxable cash benefit for those Employees who elected not to participate in the Board's health insurance program. For Employees working more than 36 weeks per school year, the amount of the flex benefit was \$3,481 and, for 36 week Employees, the amount was prorated between \$1,497 and \$2,401. Although, the average hourly amount for all groups combined was \$1.75 for 2006-07, the amount added to each step of all salary schedules is \$1.81 per hour for 2007-08, \$1.86 per hour for 2008-09, and \$1.91 per hour for 2009-10.

By this arrangement, Employees will have dollars provided by the Board in the form of salary to obtain health insurance under the 2007-2010 Agreement.

17.3 Worker's Compensation

The Board shall carry Worker's Compensation coverage as provided by law, provided by question with respect to eligibility for such compensation shall be resolved solely through the procedures established by the Illinois Industrial Commission and/ or by applicable statutes.

17.4 Insurance

A. Cafeteria Plan/Flexible Benefits

The cost of the premiums for all insurance other than Worker's Compensation coverage shall be borne by the Employee except as

referenced in subsection C of this section provided that if at any time the Board's insurance carrier(s) shall determine that the minimum number of persons have not selected health/dental insurance, such shall become mandatory based upon the inverse seniority of Employees.

1. The Board shall maintain a "cafeteria plan" which meets the requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 or its underlying regulations shall be amended, the parties shall promptly meet to agree upon an amendment of such plan.
2. An Employee may annually contribute any amount to the plan not to exceed \$20,000 per twelve-month period, such contributions to be deducted from compensation. For purposes of this section, the twelve-month period shall commence September 1. Prior to such date, Employees shall allocate the amounts they desire to be deducted from their compensation among the following benefits.
 - (a) Premiums for health, dental, vision and/or disability insurance whether such is provided on a group basis by the Board or otherwise.
 - (b) Reimbursement for qualified dependent care assistance as defined in Section 129 (e) (1) of the Internal Revenue Code, up to \$5,000; and
 - (c) Reimbursement for the cost of medical care, as defined in Section 213 (d) of the Internal Revenue Code, to the extent not covered by insurance, and incurred by the Employee and the Employee's spouse and/ or the Employee's dependents.
 - (d) Reimbursement for the cost of qualified insurance Premiums as defined in Section 125 of the Internal Revenue Code and Revenue Ruling 61-146, up to \$10,000.00.
3. The amounts so allocated shall accrue during the twelve-month period and be payable pro rated upon the submission by the Employee of receipts demonstrating the payments of such amounts. Any amounts so allocated for which reimbursement cannot be demonstrated on a timely basis will be forfeited and not otherwise paid to the Employee or carried over to the following year.
4. The Board shall provide timely accounting to the Employees in relation to the flexible benefit plan.

B. Health Coverage Summary Booklet

Each covered Employee shall be issued an individual booklet summarizing the provisions of the Health/Dental/Eye Care plans. This booklet shall be issued to each Employee no later than ninety (90) days after contract ratification. The booklet shall describe the benefits available to which covered persons are entitled and to whom such benefits are payable. Newly hired Employees will receive the current Employee Health Benefit plan booklet upon the date of employment.

C. Board Contribution to Medical Insurance Coverage

The Board of Education will pay 50% of all medical insurance increases for the 2008-2009 and 2009-2010 plan years for Employees electing medical insurance coverage. The Board of Education contributions to coverage, which include the 50% payment of increases and the premiums, for the 2007-08 plan year are as follows:

Premiums for the 2007-08 Plan Year:

Plan	PPO-A		PPO-B		HMO-C		HMO-D	
Coverage	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>
Premium	6,540	17,832	4,620	13,032	4,584	11,820	4,080	10,524

<u>Board of Education Contribution:</u>									
Plan	PPO-A		PPO-B		HMO-C		HMO-D		
Coverage	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>	
<u>36 week</u>									
5.0 Hours/Day	2,088	6,828	1,284	4,740	1,338	4,332	1,182	3,822	
5.5 Hours/Day	2,088	6,828	1,284	4,740	1,338	4,332	1,182	3,822	
6.0 Hours/Day	2,088	7,056	1,284	4,980	1,338	4,560	1,182	4,038	
6.5 Hours/Day	2,088	7,056	1,284	4,980	1,338	4,560	1,182	4,038	
7.0 Hours/Day	2,088	7,308	1,284	5,220	1,338	4,800	1,182	4,254	
7.5 Hours/Day	2,088	7,536	1,284	5,448	1,338	5,028	1,182	4,470	
8.0 Hours/Day	2,088	7,536	1,284	5,448	1,338	5,028	1,182	4,470	
Plan	PPO-A		PPO-B		HMO-C		HMO-D		
Coverage	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>	
<u>40-42-44 week</u>									
8.0 Hours/Day	2,088	8,532	1,284	6,456	1,338	6,000	1,182	5,346	
<u>52 week</u>									
8.0 Hours/Day	2,088	8,532	1,284	6,456	1,338	6,000	1,182	5,346	

17.5 Twelve Month Coverage

The Board provided insurance shall be for twelve (12) months or until the Employee's services have been terminated for whatsoever reason, provided that in any period in which the Employee is not working, such Employee shall be responsible for making timely payments to the Board's business office to maintain such coverage in effect.

17.6 Mileage

Employees shall be paid in an amount per mile as allowed by the Internal Revenue Service with detailed explanations of expenditures for all approved mileage to perform their assigned duties for the District.

17.7 In-Service Training

Employees required or offered professional growth opportunities and or programs outside their normal work day/ work year shall be compensated for such by salary payment or compensatory time.

Employees may participate in district in-services or workshops sponsored by the Professional Growth Committee if space is available. Participation is optional and without compensation.

ARTICLE XVIII – EFFECT OF AGREEMENT

18.1 Contractual Amendments

This Agreement may be altered, changed, added to, deleted from, or modified only by the voluntary and mutual consent of each of the parties in a written and signed amendment to this Agreement.

18.2 Individual Contracts

Any individual contracts between the Employer and an individual Employee as heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

18.3 Contract vs. Board Policy

This Agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer, which shall be contrary to or inconsistent with its terms.

18.4 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 by a court of competent jurisdiction, 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 continue in full force and effect.

18.5 Waiver of Additional Bargaining

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the right to make proposals with respect to any matter not removed by law or by specific agreement of the parties in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The parties, therefore, for the life of this Agreement, voluntarily and unqualifiedly waive any rights, which might otherwise exist under law, to negotiate over any matter during the term of this Agreement, except as otherwise specifically provided herein. The parties each further agree that they shall not be obligated to bargain collectively during the term of this agreement with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE XIX – NO STRIKE

- 19.1** The Association shall not engage in nor encourage the participation by any bargaining unit member in any illegal strike against the School District during the term of this Agreement.

ARTICLE XX – RETIREMENT

20.1 Retirement

Five hour or more Employees who retire from the District at a minimum age of 55 with a minimum of five years service with the District will be granted the following:

\$20.00 for each day of unused sick leave added to their last year’s salary.

20.2 Early Incentive Program for IMRF Employees

A. Eligibility

The District 99 IMRF Early Retirement Incentive will be available to IMRF Employees who are at least 55 years old and have fifteen (15) years of creditable IMRF service in District 99 at the time of retirement.

This program may not be used in conjunction with any other early retirement option or incentive plan or other retirement related benefits, other than the health insurance for retirees for the school district.

B. Incentive

Upon formal notification of retirement date and submission of an irrevocable resignation effective on the date of retirement, the eligible Employee will receive a twenty (20) percent increase in their base hourly rate starting with the next feasible payroll period, and continuing for up to twenty four (24) months. If the base salary is increased during the incentive period, the incentive will be based on the new rate.

Upon retirement, the District will pay the Employee \$250 per month for the Employee to maintain coverage in the District medical plan or other qualified health plan, until the Employee is covered by Medicare or for a period of ten (10) years from the date of retirement whichever is first to occur.

C. Notification

The Employee must notify the Assistant Superintendent for Human Resources in writing of the date they intend to retire, which date must be no more than twenty-four (24) months from the date of submission. The Assistant Superintendent will notify payroll to increase the base salary beginning with the next feasible payroll (this may take up to three weeks). The notification of retirement is considered irrevocable once received by the Human Resources office.

If, after retirement, the Employee does not participate in the District insurance plan, they must present proof of payment for premiums paid to another insurance carrier to receive the insurance reimbursement.

ARTICLE XXI – TERMS OF AGREEMENT

This agreement shall be effective on the date of its execution through 11:59 p.m. on June 30, 2010, except that salary and board paid insurance benefits shall be retroactive to July 1, 2007.

IN WITNESS THEREOF:

FOR THE ASSOCIATION

FOR THE BOARD

DATED: _____

DATED: _____

President

President

ATTEST:

ATTEST:

Secretary

Secretary

APPENDIX A

HOURLY RATES FOR:

STUDENT SUPERVISORS

PARAPROFESSIONALS AND JOB COACHES

DEPARTMENT ASSISTANTS AND SECRETARIES

COMPUTER RELATED POSITIONS

AND NURSE'S ASSISTANTS

For insertion at the bottom of each page of the salary schedule: At the request of the Association, the 2007-2010 Agreement abolished the Board contribution to Employee flexible spending accounts and placed equivalent dollars into the salary schedule. The Association recognizes that Employees will have at least the same dollars provided by the Board, in the form of salary, to obtain health insurance under the 2007-2010 Agreement and successor agreements as they had under previous agreements.

2007-2008 SALARY SCHEDULE

Step	STUDENT SUPERVISOR Rate	STUDENT SUPERVISOR I Rate	STUDENT SUPERVISOR II Rate	PARAPROFESIONAL Rate	PARAPROFESIONAL I Rate	INSTRUCTIONAL AIDE SPECIALIST Rate	JOB COACH Rate
A	10.04	10.53	12.15	11.82	12.88	13.54	17.29
B	10.28	10.78	12.40	12.10	13.19	13.87	17.59
C	10.52	11.03	12.65	12.41	13.53	14.23	17.93
D	10.76	11.28	12.91	12.71	13.86	14.59	18.26
E	11.02	11.55	13.18	13.02	14.20	14.95	18.60
F	11.28	11.82	13.45	13.34	14.55	15.32	18.95
G	11.55	12.11	13.73	13.68	14.91	15.73	19.32
H	11.83	12.40	14.02	14.03	15.29	16.13	19.70
I	12.12	12.70	14.32	14.38	15.67	16.53	20.08
J	12.43	13.02	14.65	14.74	16.06	16.95	20.47
K	12.73	13.33	14.96	15.14	16.49	17.41	20.90
L	13.04	13.65	15.28	15.53	16.91	17.85	21.32
M	13.36	13.98	15.61	15.92	17.31	18.28	21.75
N	13.70	14.33	15.96	16.32	17.75	18.73	22.19
O	14.04	14.68	16.37	16.75	18.23	19.23	22.66
P	14.39	15.06	16.79	17.18	18.70	19.73	23.13
Q	14.75	15.44	17.22	17.63	19.19	20.26	23.60
R	15.14	15.85	17.69	18.10	19.71	20.81	24.10
S	15.53	16.26	18.15	18.57	20.22	21.36	24.59
T	15.92	16.67	18.60	19.06	20.75	21.93	25.10
U	16.32	17.09	19.07	19.58	21.32	22.54	25.64
V	16.75	17.54	19.57	20.09	21.88	23.14	26.17
W	17.18	17.99	20.07	20.63	22.47	23.78	26.73
X	17.63	18.46	20.59	21.17	23.06	24.41	27.29
Y	18.10	18.95	21.13	21.75	23.69	25.08	27.89
Z	18.57	19.44	21.67	22.33	24.33	25.76	28.49
AA	19.06	19.95	22.23	22.92	24.98	26.45	29.10
AB	19.58	20.49	22.82	23.55	25.67	27.18	29.75
AC	20.10	21.03	23.41	24.19	26.37	27.92	30.41
AD	20.63	21.58	24.02	24.85	27.09	28.68	31.08

At the request of the Association, the 2007-2010 Agreement abolished the Board contribution to Employee flexible spending accounts and placed equivalent dollars into the salary schedule. The Association recognizes that Employees will have at least the same dollars provided by the Board, in the form of salary, to obtain health insurance under the 2007-2010 Agreement and successor agreements as they had under previous agreements.

2007-2008 SALARY SCHEDULE

	DEPARTMENT ASSISTANT	SECRETARY	SENIOR SECRETARY	SENIOR EXECUTIVE SECRETARY	TECHNICAL SUPPORT	APPLICATION AND NETWORK SUPPORT	NURSE'S ASSISTANT
<u>Step</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
A	10.33	11.30	12.28	13.21	18.95	20.39	20.29
B	10.56	11.57	12.58	13.55	19.46	20.96	20.83
C	10.81	11.85	12.90	13.88	19.98	21.54	21.39
D	11.08	12.15	13.22	14.23	20.52	22.14	21.96
E	11.34	12.44	13.54	14.58	21.05	22.73	22.56
F	11.63	12.75	13.87	14.96	21.61	23.36	23.17
G	11.91	13.05	14.23	15.33	22.20	24.01	23.80
H	12.21	13.38	14.59	15.74	22.79	24.67	24.45
I	12.51	13.72	14.95	16.14	23.42	25.37	25.10
J	12.81	14.07	15.34	16.57	24.05	26.08	25.80
K	13.12	14.42	15.74	16.99	24.71	26.81	26.50
L	13.43	14.77	16.14	17.42	25.38	27.56	27.22
M	13.79	15.17	16.56	17.89	26.08	28.34	27.98
N	14.13	15.55	16.99	18.36	26.78	29.12	28.75
O	14.47	15.95	17.44	18.84	27.52	29.94	29.55
P	14.84	16.36	17.90	19.35	28.27	30.78	30.37
Q	15.24	16.78	18.36	19.86	29.06	31.66	31.21
R	15.63	17.23	18.85	20.39	29.87	32.56	32.08
S	16.02	17.69	19.34	20.93	30.69	33.48	32.98
T	16.45	18.18	19.86	21.48	31.55	34.44	33.89
U	16.86	18.65	20.38	22.07	32.42	35.41	34.84
V	17.29	19.16	20.92	22.67	33.33	36.42	35.82
W	17.76	19.66	21.48	23.29	34.27	37.47	36.83
X	18.22	20.18	22.06	23.91	35.22	38.53	37.87
Y	18.70	20.71	22.66	24.57	36.21	39.63	38.93
Z	19.20	21.27	23.28	25.23	37.23	40.77	40.04
AA	19.71	21.84	23.91	25.93	38.29	41.95	41.18
AB	20.22	22.43	24.55	26.63	39.36	43.14	42.34
AC	20.77	23.03	25.22	27.37	40.47	44.38	43.55
AD	21.33	23.65	25.91	28.13	41.61	45.62	44.79

At the request of the Association, the 2007-2010 Agreement abolished the Board contribution to Employee flexible spending accounts and placed equivalent dollars into the salary schedule. The Association recognizes that Employees will have at least the same dollars provided by the Board, in the form of salary, to obtain health insurance under the 2007-2010 Agreement and successor agreements as they had under previous agreements.

2008-2009 SALARY SCHEDULE

<u>Step</u>	<u>STUDENT SUPERVISOR</u>	<u>STUDENT SUPERVISOR I</u>	<u>STUDENT SUPERVISOR II</u>	<u>PARAPROFESSIONAL</u>	<u>PARAPROFESSIONAL I</u>	<u>INSTRUCTIONAL AIDE SPECIALIST</u>	<u>JOB COACH</u>
	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
A	10.43	10.92	12.54	12.21	13.27	13.93	17.68
B	10.67	11.17	12.79	12.49	13.58	14.26	17.98
C	10.91	11.42	13.04	12.80	13.92	14.62	18.32
D	11.15	11.67	13.30	13.10	14.25	14.98	18.65
E	11.41	11.94	13.57	13.41	14.59	15.34	18.99
F	11.67	12.21	13.84	13.73	14.94	15.71	19.34
G	11.94	12.50	14.12	14.07	15.30	16.12	19.71
H	12.22	12.79	14.41	14.42	15.68	16.52	20.09
I	12.51	13.09	14.71	14.77	16.06	16.92	20.47
J	12.82	13.41	15.04	15.13	16.45	17.34	20.86
K	13.12	13.72	15.35	15.53	16.88	17.80	21.29
L	13.43	14.04	15.67	15.92	17.30	18.24	21.71
M	13.75	14.37	16.00	16.31	17.70	18.67	22.14
N	14.09	14.72	16.35	16.71	18.14	19.12	22.58
O	14.43	15.07	16.76	17.14	18.62	19.62	23.05
P	14.78	15.45	17.18	17.57	19.09	20.12	23.52
Q	15.14	15.83	17.61	18.02	19.58	20.65	23.99
R	15.53	16.24	18.08	18.49	20.10	21.20	24.49
S	15.92	16.65	18.54	18.96	20.61	21.75	24.98
T	16.31	17.06	18.99	19.45	21.14	22.32	25.49
U	16.71	17.48	19.46	19.97	21.71	22.93	26.03
V	17.14	17.93	19.96	20.48	22.27	23.53	26.56
W	17.57	18.38	20.46	21.02	22.86	24.17	27.12
X	18.02	18.85	20.98	21.56	23.45	24.80	27.68
Y	18.49	19.34	21.52	22.14	24.08	25.47	28.28
Z	18.96	19.83	22.06	22.72	24.72	26.15	28.88
AA	19.45	20.34	22.62	23.31	25.37	26.84	29.49
AB	19.97	20.88	23.21	23.94	26.06	27.57	30.14
AC	20.49	21.42	23.80	24.58	26.76	28.31	30.80
AD	21.02	21.97	24.40	25.24	27.48	29.07	31.48
AE	21.57	22.54	25.02	25.91	28.21	29.84	32.17

At the request of the Association, the 2007-2010 Agreement abolished the Board contribution to Employee flexible spending accounts and placed equivalent dollars into the salary schedule. The Association recognizes that Employees will have at least the same dollars provided by the Board, in the form of salary, to obtain health insurance under the 2007-2010 Agreement and successor agreements as they had under previous agreements.

2008-2009 SALARY SCHEDULE

	DEPARTMENT ASSISTANT	SECRETARY	SENIOR SECRETARY	SENIOR EXECUTIVE SECRETARY	TECHNICAL SUPPORT	APPLICATION AND NETWORK SUPPORT	NURSE'S ASSISTANT
<u>Step</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
A	10.72	11.69	12.67	13.60	19.34	20.78	20.68
B	10.95	11.96	12.97	13.94	19.85	21.35	21.22
C	11.20	12.24	13.29	14.27	20.37	21.93	21.78
D	11.47	12.54	13.61	14.62	20.91	22.53	22.35
E	11.73	12.83	13.93	14.97	21.44	23.12	22.95
F	12.02	13.14	14.26	15.35	22.00	23.75	23.56
G	12.30	13.44	14.62	15.72	22.59	24.40	24.19
H	12.60	13.77	14.98	16.13	23.18	25.06	24.84
I	12.90	14.11	15.34	16.53	23.81	25.76	25.49
J	13.20	14.46	15.73	16.96	24.44	26.47	26.19
K	13.51	14.81	16.13	17.38	25.10	27.20	26.89
L	13.82	15.16	16.53	17.81	25.77	27.95	27.61
M	14.18	15.56	16.95	18.28	26.47	28.73	28.37
N	14.52	15.94	17.38	18.75	27.17	29.51	29.14
O	14.86	16.34	17.83	19.23	27.91	30.33	29.94
P	15.23	16.75	18.29	19.74	28.66	31.17	30.76
Q	15.63	17.17	18.75	20.25	29.45	32.05	31.60
R	16.02	17.62	19.24	20.78	30.26	32.95	32.47
S	16.41	18.08	19.73	21.32	31.08	33.87	33.37
T	16.84	18.57	20.25	21.87	31.94	34.83	34.28
U	17.25	19.04	20.77	22.46	32.81	35.80	35.23
V	17.68	19.55	21.31	23.06	33.72	36.81	36.21
W	18.15	20.05	21.87	23.68	34.66	37.86	37.22
X	18.61	20.57	22.45	24.30	35.61	38.92	38.26
Y	19.09	21.10	23.05	24.96	36.60	40.02	39.32
Z	19.59	21.66	23.67	25.62	37.62	41.16	40.43
AA	20.10	22.23	24.30	26.32	38.68	42.34	41.57
AB	20.61	22.82	24.94	27.02	39.75	43.53	42.73
AC	21.16	23.42	25.61	27.76	40.86	44.77	43.94
AD	21.72	24.04	26.30	28.52	42.00	46.01	45.18
AE	22.31	24.67	27.01	29.30	43.17	47.25	46.46

At the request of the Association, the 2007-2010 Agreement abolished the Board contribution to Employee flexible spending accounts and placed equivalent dollars into the salary schedule. The Association recognizes that Employees will have at least the same dollars provided by the Board, in the form of salary, to obtain health insurance under the 2007-2010 Agreement and successor agreements as they had under previous agreements.

2009-2010 SALARY SCHEDULE

<u>Step</u>	<u>STUDENT SUPERVISOR</u>	<u>STUDENT SUPERVISOR I</u>	<u>STUDENT SUPERVISOR II</u>	<u>PARAPROFESSIONAL</u>	<u>PARAPROFESSIONAL I</u>	<u>INSTRUCTIONAL AIDE SPECIALIST</u>	<u>JOB COACH</u>
	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
A	10.79	11.28	12.90	12.57	13.63	14.29	18.04
B	11.03	11.53	13.15	12.85	13.94	14.62	18.34
C	11.27	11.78	13.40	13.16	14.28	14.98	18.68
D	11.51	12.03	13.66	13.46	14.61	15.34	19.01
E	11.77	12.30	13.93	13.77	14.95	15.70	19.35
F	12.03	12.57	14.20	14.09	15.30	16.07	19.70
G	12.30	12.86	14.48	14.43	15.66	16.48	20.07
H	12.58	13.15	14.77	14.78	16.04	16.88	20.45
I	12.87	13.45	15.07	15.13	16.42	17.28	20.83
J	13.18	13.77	15.40	15.49	16.81	17.70	21.22
K	13.48	14.08	15.71	15.89	17.24	18.16	21.65
L	13.79	14.40	16.03	16.28	17.66	18.60	22.07
M	14.11	14.73	16.36	16.67	18.06	19.03	22.50
N	14.45	15.08	16.71	17.07	18.50	19.48	22.94
O	14.79	15.43	17.12	17.50	18.98	19.98	23.41
P	15.14	15.81	17.54	17.93	19.45	20.48	23.88
Q	15.50	16.19	17.97	18.38	19.94	21.01	24.35
R	15.89	16.60	18.44	18.85	20.46	21.56	24.85
S	16.28	17.01	18.90	19.32	20.97	22.11	25.34
T	16.67	17.42	19.35	19.81	21.50	22.68	25.85
U	17.07	17.84	19.82	20.33	22.07	23.29	26.39
V	17.50	18.29	20.32	20.84	22.63	23.89	26.92
W	17.93	18.74	20.82	21.38	23.22	24.53	27.48
X	18.38	19.21	21.34	21.92	23.81	25.16	28.04
Y	18.85	19.70	21.88	22.50	24.44	25.83	28.64
Z	19.32	20.19	22.42	23.08	25.08	26.51	29.24
AA	19.81	20.70	22.98	23.67	25.73	27.20	29.85
AB	20.33	21.24	23.57	24.30	26.42	27.93	30.50
AC	20.85	21.78	24.16	24.94	27.12	28.67	31.16
AD	21.38	22.33	24.76	25.60	27.84	29.43	31.84
AE	21.93	22.90	25.38	26.27	28.57	30.20	32.53
AF	22.49	23.48	26.01	26.97	29.33	31.00	33.25

At the request of the Association, the 2007-2010 Agreement abolished the Board contribution to Employee flexible spending accounts and placed equivalent dollars into the salary schedule. The Association recognizes that Employees will have at least the same dollars provided by the Board, in the form of salary, to obtain health insurance under the 2007-2010 Agreement and successor agreements as they had under previous agreements.

2009-2010 SALARY SCHEDULE

	DEPARTMENT ASSISTANT	SECRETARY	SENIOR SECRETARY	SENIOR EXECUTIVE SECRETARY	TECHNICAL SUPPORT	APPLICATION AND NETWORK SUPPORT	NURSE'S ASSISTANT
<u>Step</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
A	11.08	12.05	13.03	13.96	19.70	21.14	21.04
B	11.31	12.32	13.33	14.30	20.21	21.71	21.58
C	11.56	12.60	13.65	14.63	20.73	22.29	22.14
D	11.83	12.90	13.97	14.98	21.27	22.89	22.71
E	12.09	13.19	14.29	15.33	21.80	23.48	23.31
F	12.38	13.50	14.62	15.71	22.36	24.11	23.92
G	12.66	13.80	14.98	16.08	22.95	24.76	24.55
H	12.96	14.13	15.34	16.49	23.54	25.42	25.20
I	13.26	14.47	15.70	16.89	24.17	26.12	25.85
J	13.56	14.82	16.09	17.32	24.80	26.83	26.55
K	13.87	15.17	16.49	17.74	25.46	27.56	27.25
L	14.18	15.52	16.89	18.17	26.13	28.31	27.97
M	14.54	15.92	17.31	18.64	26.83	29.09	28.73
N	14.88	16.30	17.74	19.11	27.53	29.87	29.50
O	15.22	16.70	18.19	19.59	28.27	30.69	30.30
P	15.59	17.11	18.65	20.10	29.02	31.53	31.12
Q	15.99	17.53	19.11	20.61	29.81	32.41	31.96
R	16.38	17.98	19.60	21.14	30.62	33.31	32.83
S	16.77	18.44	20.09	21.68	31.44	34.23	33.73
T	17.20	18.93	20.61	22.23	32.30	35.19	34.64
U	17.61	19.40	21.13	22.82	33.17	36.16	35.59
V	18.04	19.91	21.67	23.42	34.08	37.17	36.57
W	18.51	20.41	22.23	24.04	35.02	38.22	37.58
X	18.97	20.93	22.81	24.66	35.97	39.28	38.62
Y	19.45	21.46	23.41	25.32	36.96	40.38	39.68
Z	19.95	22.02	24.03	25.98	37.98	41.52	40.79
AA	20.46	22.59	24.66	26.68	39.04	42.70	41.93
AB	20.97	23.18	25.30	27.38	40.11	43.89	43.09
AC	21.52	23.78	25.97	28.12	41.22	45.13	44.30
AD	22.08	24.40	26.66	28.88	42.36	46.37	45.54
AE	22.67	25.03	27.37	29.66	43.53	47.61	46.82
AF	23.26	25.68	28.09	30.46	44.74	48.84	48.14

At the request of the Association, the 2007-2010 Agreement abolished the Board contribution to Employee flexible spending accounts and placed equivalent dollars into the salary schedule. The Association recognizes that Employees will have at least the same dollars provided by the Board, in the form of salary, to obtain health insurance under the 2007-2010 Agreement and successor agreements as they had under previous agreements.

APPENDIX B

BENEFITS FOR:

STUDENT SUPERVISORS

AIDES AND JOB COACHES

DEPARTMENT ASSISTANTS AND SECRETARIES

COMPUTER RELATED POSITIONS

AND NURSE'S ASSISTANTS

JULY 1, 2007 – JUNE 30, 2010

EMPLOYEE BENEFIT	FULL TIME (52 WEEKS)		FULL TIME (44-42-40 WEEKS) Employee regularly works 35+ hrs per week		SCHOOL TERM FULL TIME Employee regularly works 35+ hrs per week		SCHOOL TERM PART TIME Employee regularly works at least 5 hrs per day		PART TIME
	Upon Employment	Accum To	Upon Employment	Accum To	Upon Employment	Accum To	Upon Employment	Accum To	
SICK DAYS	18	240	16	240	10	240	10	240	NA
PERSONAL LEAVE DAYS	Year 1-3 = 1 Year 4-9 = 2 Year 10+ = 2	3 3 4	Year 1-3 = 1 Year 4-9 = 2 Year 10+ = 2	3 3 4	1 per year	3	1 per year	3	NA
VACATION DAYS	Year 1-5 = 10 Year 6-10 = + 1 addl day each year	20	NA	NA	NA	NA	NA	NA	NA
BEREAVEMENT DAYS	4	4	4	4	4 (7 Hrs/ day; 5 days/week only)	4	NA	NA	NA
HOLIDAYS	14 Plus 3 Supt. Holidays	14 Plus 3 Supt. Holidays	14 Plus 2 Supt. Holidays	14 Plus 2 Supt. Holidays	9 Plus 1 Supt. Holiday	9 Plus 1 Supt. Holiday	9 Plus 1 Supt. Holiday	9 Plus 1 Supt. Holiday	NA
LEAVES	Available per contract	Available per contract	Available per contract	Available per contract	Available per contract	Available per contract	NA	NA	NA

APPENDIX C

GRIEVANCE FORM

COMMUNITY HIGH SCHOOL DISTRICT #99

GRIEVANCE FORM

Grievance # _____ Date _____

(Grievant)

(Building)

Date event occurred or date aware if event _____

NATURE OF GRIEVANCE:

ARTICLE(S) OF THE AGREEMENT VIOLATED, MISINTERPRETED, OR MISAPPLIED:

RELIEF SOUGHT:

(Signature)

(Date)

DISTRIBUTION OF FORM:

1. *Superintendent*
2. *Principal/Immediate Supervisor*
3. *Association Representative*