



**AGREEMENT**

**Between**

**THE SUPPORT STAFF**

**And**

**THE BOARD OF EDUCATION  
DISTRICT 99**

**July 1, 2019 through June 30, 2021**

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**ARTICLE I- RECOGNITIONS AND DEFINITIONS**

**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. 42 Weeks or More**

As used herein a “full-time, full-year” or 42 week or more Employee is one who regularly works thirty-five (35) or more hours per week and forty two (42) or more weeks per year. (i.e. 52 week, 42 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 **or** 37 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. Probationary**

All employees are considered probationary during their first ninety (90) work days. An employee may be dismissed at any time during the probationary period for any reason after being provided with written notice of dismissal.

**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 to 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 available electronically. A copy shall be presented by the Board to newly employed staff during the terms of this Agreement. Twenty five hard copies shall be provided to the Board and the Association for distribution as needed.

## 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**

#### **A. 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.

#### **B. 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.

### **C. 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.

### **D. 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.

1. The arbitrator will have no power to alter the terms of this Agreement or by his/her recommendations add to or subtract from the provisions of this Agreement.
2. The arbitrator's decision will be based solely upon his/her interpretation of the meaning or application of the provisions of this Agreement.
3. 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.
4. 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 Fifty-two (52) week 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. Such notification will include a baseline number of annual hours for the forthcoming school year. Any adjustments in hours from the baseline will be paid or deducted at the employee's hourly rate of pay. 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 data; 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 will be posted by executive board members or designee 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 Association’s policy and procedure for dissolution of union membership or upon termination of employment.

The Association’s policy shall be shall be posted at each building containing union members.

**B. Payment to the Association**

Authorizations submitted to the Superintendent or designee by the 15<sup>th</sup> 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-two (42) week employees will receive their paychecks over 26 pay periods.
- C. Annual compensation for thirty-six (36) and thirty-seven (37) week employees will be computed by multiplying their hourly rate of pay by the number of annual baseline hours. Employees have the option of twenty-two (22) or twenty-six (26) pay schedule. Employees must request the twenty-six (26) pay schedule option in writing to the payroll department by May 31 of the preceding school year. Such requests are irrevocable for the entire school year.

**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 District building that contains union members, 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 by submitting such request to Human Resources.

**B. Direct Deposit**

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 Business 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**

This article has been removed based on current law; in the event that fair share becomes legal, the language from the 2017-2019 contract shall be re-instated.

**5.20 Association Leadership Release Time**

**A.** The President of the Association shall be given release time not to exceed eight (8) 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 five (5) hours per week for the same purposes as the President.

## ARTICLE VI – WORKING CONDITIONS

### 6.1 Work Day

Time taken off for paid holidays and pre-approved vacation shall count toward meeting the forty (40) hours in a week requirement for overtime. All other time taken off, including but not limited to, sick leave, personal leave, bereavement leave, and all unpaid absences shall not count towards the forty (40) hour workweek. On an Emergency Day where the Supt. closes all buildings and tells staff to stay home, including the potential use of e-learning days, employees will be paid for their regular work day at their normal hourly rate for that day. Those hours do not count towards overtime calculations because the hours are not worked. This will serve as compensation for any additional work day added to the calendar.

All employees directed to work to address an emergency, when other employees are directed to stay home, will be compensated for their regular work day at their normal hourly rate, plus time and a half (1.5) their normal hourly rate for the time spent addressing the emergency. All emergency hours worked will count towards overtime accrual for the week.

- A. 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.
- B. 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.
- C. 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.

Extra duty work or stipend positions voluntarily accepted by the employee do not qualify for double time payment. This work is not related to their 'regular' position and is work not covered by this contract.

### 6.2 Holidays

Paid holidays, including Superintendent designated holidays, are identified on the district approved calendar. Employees are not required to work such days, but shall receive work credit at their regular daily rate of pay.

Designated holidays may vary based on Board adopted calendar. Total number of paid Holidays will remain the same annually. See Appendix B.

### **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 Employee Work Clothing**

Five shirts will be provided to each new, full-time Campus Security employee shortly after date of hire. Three (3) shirts per year will be furnished in each subsequent year. Employees shall maintain their uniforms in a presentable condition and shall be appropriately dressed during working hours. Any special clothing, cold weather clothing, and replacement clothing must be requested through the Associate Principal for Operations.

### **6.5 Rest Room and Lounges**

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

### **6.6 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.

### **6.7 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).

## **6.8 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.

## **6.9 Food Service**

On teacher institute days or days when food service is not provided in the building during the school year, employees shall be provided a one (1) hour lunch period without loss of pay. Employees will be paid for 30 minutes of the one (1) hour lunch period. Extended lunch period is not to be coupled with any earned break time.

Lunch periods and work day start and end times for the summer schedule shall be determined each spring and communicated via email to all staff.

## **6.10 Extra Duty Assignments**

As hourly employees, support staff members will not be eligible to earn extra-curricular stipends as defined in the certified staff contract.

From time to time, opportunities may be available for support staff to work extra-curricular activities and athletic events. The administration will consider many factors when making extra duty assignments, including (but not limited to) requisite knowledge and/or skills, schedule coordination, and budgetary considerations. Efforts will be made to offer extra duty opportunities to support staff members in a fair and equitable manner while maintaining the highest level of programming for our school community.

Employees scheduled to work extra-curricular activities and athletic events will be paid their hourly rate of pay. 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.

An employee will not be scheduled to work any extra duty assignments during a time period when the employee is already receiving vacation day pay. (If an employee typically works an 8-4 pm day and takes a vacation day, the employee will not be scheduled to work supervision during the 8-4 pm period).

## 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.** The 36 and 37 week employees will work the student attendance days as scheduled. If the student attendance days change, the employees will work those days, not to exceed the 5 emergency days at the end of the year. The 42 week employees will add days to their calendar if student attendance days are added to the end of the year.

If applicable, all full-time, full-year, 52 week Employees should be prepared to work from home, or they may report to work, or use personal or vacation days.

In the rare event of a District-wide closing, 52 week employees will be excused from attending work, and do not need to use personal or vacation days. If applicable, they should be prepared to work from home.

- 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 36 or 37 week, school term (5+hours/day) employee shall be credited with twelve (12) days sick leave per year accumulative to two hundred fifty-two (252 maximum days allowed) days. Any Employee working forty-two (42) or more weeks per year shall be credited with sixteen (16) days of sick leave accumulative to two hundred fifty-six (256 maximum days allowed) days. An Employee working fifty-two (52) weeks a year shall be credited with eighteen (18) sick days leave accumulative to two hundred fifty-eight (258 maximum allowed) 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. 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, aunt, uncle, 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.

The Board designee shall require an employee to submit a doctor's note after the 3rd consecutive sick day and for any unpaid day when an employee is sick (sick leave already exhausted). The Board designee may request completion of FMLA district paperwork after any five (5) day consecutive sick leave absence.

Sick leave will be charged in quarter-day units based on an individual’s work day.

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**

The Board will grant two (2) days of personal leave each school term accumulative to three (3) days for all 36, 37, 42, and 52 week employees who work five or more hours per day. Beginning with the tenth year of service, personal leave will accumulative to five (5) days. Unused personal leave shall accumulate as sick leave. It is the express responsibility of said employee to make contact with the Associate Principal of Operations that a personal leave will be taken. When more than two (2) days are taken consecutively, the Associate Principal of Operations may request a statement of reasons for such leave. 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.

Personal leave shall not be taken on the day preceding or the day following a holiday, vacation, or recess period.

Personal leave may be used in increments of one-quarter (1/4) day. One quarter (1/4) personal day will be deducted for an absence of two (2) contract hours or less. One half (1/2) personal day will be deducted for an absence of more than two (2) and up to four (4) contract hours. Three quarters (3/4) personal day will be deducted for an absence of more than four (4) and up to six (6) contract hours. A full personal day will be deducted for any absence over six (6) contract hours.

The purpose of personal leave is to permit the employee to attend to matters which cannot reasonably be deferred to non-school hours or days. Personal leave shall not be utilized to participate in any work stoppage or job protest. No reason for such leave need be given at the time of application. If individually requested in writing by the Associate Principal of Operations the employee shall affirm that the purpose of such leave is consistent with the standard set forth in this paragraph. If the number of personal leave requests for a specific date or dates is such that enough qualified substitutes cannot be secured, the Associate Principal of Operations may inquire with employees about the possibility of reasonably deferring the request for a personal leave. In the event that an employee cannot defer the personal leave, no further action will be taken by the Board.

### **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. A staff member needing any time beyond four (4) days can request to use sick leave.

For purpose of this section, "immediate family" shall be defined as parent, spouse, children, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, and daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, legal guardian(s), ward(s), stepchild, step-parent, step-grandchild and someone residing in the household. At the discretion of the Administration, additional interpretations of "family" may be established.

#### **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. Employees should notify their supervisor as soon as they receive notice of potential jury duty.

#### **8.4 Family Medical Leave Act**

Support staff members who have been employed by the district for at least 12 months and have worked a minimum of 1250 hours may request a leave under the provisions of the Family Medical Leave Act (FMLA).

FMLA requires employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Leaves for military related purposes may also be available.

The Board may request completion of FMLA district paperwork after any five (5) consecutive work days.

An employee may use accumulated sick time during an FMLA period under the following conditions:

1. Medical certification is provided defining the period of "disability" and
2. The period of disability is within the school term.

During an FMLA period an employee may request the use of personal leave and or vacation leave as defined in articles VIII and IX of this agreement.

#### **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 employee can apply for the Sick Leave Bank as soon as he/she knows that the extended absence will result in the exhaustion of his/her accumulated sick leave. 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 new Employees shall contribute one (1) day of sick leave to the Sick Bank 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 30<sup>th</sup> 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 done by completing the Sick Leave Bank Request form posted on the District's website, and verified and supported by a statement from the Employee's physician. The Committee or the Superintendent's designee 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.

All dispositions shall be issued in writing, with a copy going to the Association President.

### **8.12 Catastrophic Event**

In the case of a catastrophic event in the life of an employee that causes the employee to be absent from work and does not otherwise qualify the employee for any sort of paid leave, the employee can seek to convert available sick leave days to personal leave days. The purpose of converting the days is to allow the employee to be paid while off work attending to other matters directly related to the catastrophic event.

Step 1: An employee who experiences a catastrophic event and who wishes to convert sick leave days to personal leave days to tend to matters directly related to the event, should make a formal request to the Association President.

Step 2: Upon request from an employee, a committee consisting of two (2) designees from the Board of Education, and two (2) representatives from the Association will be convened to determine if the request will be granted. The representatives from the Association shall be appointed by the Association President.

Step 3: Unanimous approval will be required by the committee to allow the conversion of sick leave days to personal leave days. Each request will be reviewed on a case by case basis and a decision of the committee on one request will not be precedential on the committee's assessment of any other request. The committee's decision shall not be subject to the grievance procedure.

### **8.13 Exhaustion of Sick/Personal/Vacation Time**

When an employee has exhausted all available time off in any given fiscal year prior to the end of the year, and a day in excess of the allotted leave is taken, and it is part of a FMLA leave or an absence that otherwise would qualify for FMLA, the employee will be docked pay for the absence.

When an employee has exhausted all available time off in any given fiscal year prior to the end of the year, and a day in excess of the allotted leave is taken, and it is not part of a FMLA leave or absence that otherwise would qualify for FMLA, the employee will be docked pay for the absence. In addition, this will result in the start of the progressive discipline as outlined in Article XIII of this CBA.

#### **8.14 Time Used to Extend Vacation and Holiday periods, or create a Vacation**

Any employee seeking to extend a vacation or holiday period, or create a vacation, through the use of personal leave or unpaid days must get prior approval from the Associate Principal for Operations and the Asst. Supt. for Human Resources. Such requests may be granted with or without pay. Employees taking these days after a denial will be subject to docked days and progressive discipline as outlined in Article XIII of this CBA. Any absence requested may be granted or denied by the Board designee and the granting or denial of each request shall not be precedential.

#### **8.14 Unpaid Leave-Insurance Coverage**

During any unpaid leave, other than leaves protected under FMLA, the employee will be responsible for 100% of the premiums for medical, dental, vision, and life insurance. The employee shall make timely payments to the Board's business office to maintain such coverage.

## ARTICLE IX – VACATIONS

### **9.1 Vacation Leave**

This article shall apply only to Employees who work on a full-time basis, fifty-two (52) weeks per year. (See Appendix B).

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

If a holiday falls within the selected or assigned vacation period, it shall not be charged as a vacation day(s).

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).

Vacation days shall be charged in quarter-day units.

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.

### **9.2 Vacation Accrual**

Beginning on the first day of the calendar month following the Employees actual starting date with District 99, or the assumption of a fifty-two week position, the Employee will earn vacation days based on the vacation accrual schedule below. Such days will be available for use as soon as they have been accrued. Employees moving into a fifty-two week position will be given seniority credit for the number of seniority hours the Employee has accumulated with District 99 for the purpose of determining vacation time.

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.

**VACATION ACCRUAL SCHEDULE**

<u>Years of Service</u>	<u>Amount Accrued Bi-Weekly</u>	<u>Annual Allocation</u>
1-5	.385 per pay period	10 days
6	.424 per pay period	11 days
7	.462 per pay period	12 days
8	.500 per pay period	13 days
9	.539 per pay period	14 days
10	.577 per pay period	15 days
11	.616 per pay period	16 days
12	.654 per pay period	17 days
13	.693 per pay period	18 days
14	.731 per pay period	19 days
15	.770 per pay period	20 days

## ARTICLE X – EMPLOYEE EVALUATION

### **10.1 Purpose of Evaluation**

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

### **10.2 Notification of Evaluation Process**

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

### **10.3 Full Knowledge of Observations**

All formal observations of Employee performance shall be conducted openly.

### **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. 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. 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**

An Employee may submit additional comments to the written evaluation if he/she so desires, as well as, if the employee disagrees with the evaluation. All written evaluations and the Employee's comments shall be placed in the Employee's personnel file, provided such response is submitted within fifteen (15) working days of receipt of evaluation. The immediate supervisor will sign the response acknowledging that he/she has read the material if submitted timely as provided in the preceding sentence.

## 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 (with the exception of confidential data from other employers) and to have a representative of the Association accompany him/her in such review. Personnel files will be stored on the District server. All files will be password protected and only accessible to Human Resources' personnel, the Superintendent or designee, and other personnel as required by law. Such review shall be during normal business and shall be preceded by reasonable notice of intent to review. The form to request a personnel record review is available on the district website. 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.

## ARTICLE XII – EMPLOYEE PROTECTION

### **12.1 Assault on an Employee – Procedures**

Any case of assault upon an Employee reasonably related to the staff member's employment in the district 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 is the victim of a school related assault 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 Progressive Discipline Guidelines**

#### **A. Step 1: Fact Finding**

In the event an administrator requires an Employee to attend a meeting to discuss any matter that might lead to discipline or possible disciplinary action against the employee, the employee shall be entitled to have an association representative of his or her choice present. The employee shall be informed in advance and in writing as to the purpose of the conference, except in circumstances warranting immediate action in which the health or safety of any student or school employee is at risk. The conference will afford the employee an opportunity to respond to the allegations made against him/her.

#### **B. Step 2: Formal Disciplinary Conference**

If disciplinary action against the employee is taken, an additional conference will be scheduled. At the conference, the Administration will provide the employee with a written notice of specific grounds forming the basis for the disciplinary action. Disciplinary action will be based on Progressive Discipline Guidelines. A copy of the written notice will be provided to the Association designee.

Other than situations involving serious misconduct, such as being at work under the influence, theft, inappropriate relationships with students, inappropriate physical contact with students or other staff members, the employer will follow the progressive discipline guidelines outlined below.

Level 1- Meeting with employee. Written summary of meeting may be provided.

Level 2- Letter of reprimand

Level 3- Suspension with or without pay up to 10 days, held on step or denied a salary increase

Level 4- Termination

### **13.3 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.

## ARTICLE XIV – JOB DESCRIPTION

### **14.1 Job Description**

Copies of job descriptions will be made available to all employees electronically. Whenever changes in a job description are needed the Administration will provide such changes to the Association President, or designee, and the affected employee (s) for review prior to finalization and implementation by the Administration.

### **14.2 Job Reclassification**

#### Classification Review Committee

The purpose of the Classification Review Committee is to consider requests from Administration and the Support Staff Association for the review of a support staff position for possible change in classification. Individual employees can submit a request for classification review in any one year of this agreement. An employee will be limited to one classification review request during the duration of the agreement. The committee will use a consensus model to determine the need for a position reclassification. In the event the committee cannot arrive at a decision using consensus, the final decision regarding classification will be made by the Assistant Superintendent for Human Resources.

#### **Classification Review Committee Membership**

Assistant Superintendent for Human Resources (1)  
Support Staff President or designee (1)  
Associate Principal from each high school (2)  
Three support staff members selected by the Association (3)  
One administrator at large (1)

## 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 hire date, 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 their hire date.

### **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 1<sup>st</sup> to the Association President of designee. Any revisions to such seniority list shall likewise 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:

- Executive Administrative Assistant
- Senior Administrative Assistant
- Administrative Assistant
- Paraprofessional
- Instructional Aide /Job Coach
- Student Supervisor
- Campus Security
- Nurse
- Technical Support I
- Technical Support II
- Technical Support III

### **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.

For the 2019-20 school year, an Employee in the Senior Executive Assistant or Senior Assistant category subject to lay-off, shall be reassigned to a position in a lower Assistant category replacing an Employee with lesser District seniority and assume the pay at that category.

For the 2020-21 school year, an Employee in the Senior Executive Assistant category subject to lay-off, shall be reassigned to a position in the Senior Assistant category replacing an Employee with lesser District seniority and assume the pay at that category.

For all remaining job categories described in 15.3B, employees in a RIF situation will be reduced based on the District seniority list.

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 has been vacated and needs to be filled. A position filled by a recalled Employee is not a vacancy.

### **16.2 Posting of Vacancies**

All vacancies shall be posted electronically and hard copies will be placed in designated areas 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 will apply on line 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) via electronic postings or by sending notice of same to each Employee interested who provides a self-addressed envelope for each such notice.

### **16.4 New Hires**

- A. The District shall provide newly trained employees adequate and appropriate training(s) that are pertinent to the position in which the Employee is hired.
  - (d) A joint committee to study and provide direction will be established and will consist of two (2) Association representatives appointed by the Association President and one (1) Building level Administrator and one (1) Human Resources Administrator.
  - (e) The above committee shall convene once per contract to establish, modify, or delete any current training(s) and shall meet as many times as the committee deems appropriate to ensure all new employees feel adequately prepared for their responsibilities.

- B. A newly hired employee to the District may be hired up to Step 5 on the negotiated salary schedule. This determination is at the discretion of the Board of Education or designees. The decision to hire an Employee at steps 1-5 is in no way precedential. The Board of Education or designees may hire up to a step 3 at their own discretion. New Employees to the District can be offered steps 4 or 5, if they have 4 or more years of experience in a similar role to the role they are being offered.

#### **16.5 Compensation/Temporary Duties Assumed**

Any Employee who temporarily assumes the duties of another Employee, at the discretion of administration, for more than five (5) consecutive working days within any single fiscal year will be paid at their step but in the classification in which they are working retroactive to day 1 (one) of the temporary assignment. 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 five (5) 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 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.

### **17.3 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 the maximum amount allowed by law 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, life, vision and/or disability insurance whether such is provided on a group basis by the Board or otherwise.
  - (b) Premiums for Board paid life insurance up to \$40,000 group term life.
  - (c) Reimbursement for qualified dependent care assistance as defined in Section 129 (e) (1) of the Internal Revenue Code, up to the maximum amount allowed by law; and
  - (d) 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. Effective the 2018 plan year, you will be able to "roll over" up to \$500 of your health care FSA election to the following year. Please note that dependent care FSA accounts are not eligible for the roll-over. Any future changes to this dollar amount by the government will automatically occur to the plan.
  - (e) 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 the maximum amount allowed by law.
3. The amounts so allocated shall accrue during the twelve-month period and be payable prorated 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**

For the life of this contract, the board shall allocate to each Employee that elects individual coverage in a District 99 group medical insurance plan, an amount based on a fixed percent of the individual premium as follows:

- PPO A 40%
- PPO B 65%
- HMO C 55%
- HMO D 75%
- BRONZE 60%

For the life of this contract, the Board shall allocate to each Employee that elects dependent (family or employee plus one) coverage in a District 99 group medical insurance plan, an amount equal to a fixed percent of the portion of the premium for such coverage that is in excess of the individual premium portion as follows:

- PPO A 40%
- PPO B 50%
- HMO C 50%
- HMO D 50%
- BRONZE 50%

The Board's dependent (family or employee plus one) coverage allocation for each school year shall be provided in addition to the individual coverage allocation amounts reflected in the first paragraph of this subsection.

**17.4 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.

During any unpaid leave, other than leaves protected under FMLA, the employee will be responsible for 100% of the premium. The employee shall make timely payments to the Board's business office to maintain such coverage.

**17.5 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.

## **17.6 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 if space is available. Participation is optional and without compensation.

## **17.7 Personal Care Stipend**

Paraprofessional and 1:1 Nurse Employees working with students who have personal care needs on a regular daily basis outlined below shall earn a \$400 stipend per semester. Personal care duties may include: the lifting and cleaning of a student associated with bathroom use, changing soiled diapers, cleaning students and changing their clothes as a result of poor bowel/urinary control, and other duties which involve daily contact/cleaning of bodily waste.

Eligibility for the stipend will be determined by the Assistant Superintendent for Special Services and the Director of Human Resources and is not subject to the grievance process. The Special Services Dept. Chair will provide Human Resources and the Association with a list of staff members who are receiving the stipend within the first two weeks of student attendance.

## 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 No Strike**

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 of service with the District will be granted the following:

For any unused sick days, not reported to IMRF, the employee will receive \$30.00 per day. The amount due for each day of unused sick leave will be added to the employee's final payroll.

The eligible employee must file an irrevocable letter with the Human Resources office, resigning and retiring no less than one (1) month from the date of submission with an effective date of your last scheduled work day for the current school year (based on published support staff calendars). An employee who experiences extraordinary personal circumstances may request the benefit defined in 20.1 with less than one month notice. District denial of the request is not subject to a grievance.

### **20.2 Early Incentive Program for IMRF Employees**

#### **A. Eligibility**

1. The District 99 IMRF Early Retirement Incentive will be available to IMRF Employees who are at least 55 years old (Tier 1) or 62 years old (Tier 2) and have ten (10) years of creditable IMRF service in District 99 at the time of retirement.
2. The eligible employee must file an irrevocable letter with the Human Resources office, resigning and retiring no less than three (3) months from the date of submission with an effective date of your last scheduled work day for the current school year (based on published support staff calendars).
3. Acceptance of the resignation and retirement, and authorization for the sick leave payout and retirement insurance benefits shall occur upon the board's approval of the irrevocable letter of intent to retire.
4. The total compensation paid to a retiring IMRF Support Staff Association employee will not exceed the limits defined by IMRF that would trigger an accelerated payment by the District.

An employee may rescind their letter of intent to retire, provided written notice be given to the Assistant Superintendent of Human Resources and the Association President at least 30 days prior to the employees last day of work. If the expected open position has already been filled with a new hire, the employee is not able to rescind their letter of intent to retire. In situations of extreme life altering events, the employee can request a retraction at any time prior to the last day of work. The BOE holds the right to refuse the retraction. Once

approved by the BOE, the employee shall continue their employment in their current position without loss of seniority, step or benefits.

**B. Sick Leave Payout**

The IMRF Support Staff employee will receive (a) \$30 dollars per day, up to a maximum of 240 days, for each unused sick leave day not reported to IMRF. The amount due for each day of unused sick leave will be paid to the employee on the first payroll date in the second month following retirement.

**C. Insurance**

Upon retirement, retirees may enroll in a qualified medical insurance plan of their choice licensed to do business in the state in which the retiree lives. Upon receipt of proof of payment, the Board shall promptly reimburse the retiree up to \$250 monthly for the premiums paid for the employee to maintain coverage in the District medical plan or another qualified health plan until the employee is the age of Medicare eligibility, or a period of ten (10) years from the date of retirement, whichever occurs first. Request for reimbursement must be made within the same fiscal year that the expense was paid.

**D. Post Retirement Stipend**

Support Staff employees will receive a one-time post retirement stipend. This stipend will be based on a flat rate of \$300 times the number of consecutive full years of service in District 99 at the time of retirement (there is no cap on the amount). The post retirement stipend will be paid to the employee on the first payroll date in the second month following retirement.

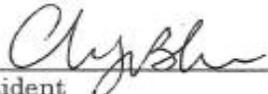
**ARTICLE XXI - TERMS OF AGREEMENT**

This agreement shall be effective July 1, 2019 through 11:59 pm on June 30, 2021.

*IN WITNESS THEREOF:*

FOR THE ASSOCIATION

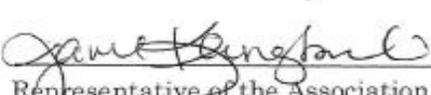
FOR THE BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

ATTEST:

ATTEST:

  
\_\_\_\_\_  
Representative of the Association

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

4/26/2019  
Date

April 29, 2019  
Date

# **APPENDIX A**

## **HOURLY RATES OF PAY:**

STUDENT SUPERVISORS/SECURITY

PARAPROFESSIONALS

ADMINISTRATIVE ASSISTANTS

TECH SUPPORT

AND NURSES

**COMMUNITY HIGH SCHOOL DISTRICT #99  
SUPPORT STAFF SALARY SCHEDULE 2019-2020**

	<u>ADMINISTRATIVE ASSISTANT</u>	<u>ADMINISTRATIVE ASSISTANT II</u>	<u>EXECUTIVE ADMINISTRATIVE ASSISTANT</u>	<u>PARA-PROFESSIONAL</u>	<u>INSTRUCTIONAL AIDE/JOB COACH</u>	<u>STUDENT SUPERVISOR</u>	<u>CAMPUS SECURITY</u>	<u>TECH I</u>	<u>TECH II</u>	<u>TECH III</u>	<u>NURSE</u>
<u>Step</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
A	14.30	15.15	17.00	16.05	16.89	13.50	17.66	16.41	22.95	26.18	25.77
B	14.57	15.44	17.32	16.36	17.21	13.76	17.99	16.72	23.38	26.68	26.25
C	14.84	15.73	17.65	16.67	17.54	14.02	18.33	17.04	23.83	27.19	26.75
D	15.13	16.03	17.99	16.99	17.87	14.28	18.68	17.36	24.28	27.70	27.26
E	15.41	16.43	18.33	17.31	18.21	14.56	19.04	17.69	24.74	28.23	27.78
F	15.71	16.85	18.68	17.64	18.56	14.83	19.40	18.03	25.21	28.77	28.31
G	16.00	17.32	19.03	17.97	18.91	15.11	19.77	18.37	25.69	29.31	28.85
H	16.31	17.75	19.39	18.32	19.27	OSE	OSE	OSE	26.18	29.87	29.39
I	16.62	17.98	19.76	18.66	19.64				26.68	30.44	29.95
J	16.93	18.32	20.14	19.02	20.01				27.18	31.02	30.52
K	17.26	18.67	20.52	19.38	20.39				27.70	31.61	31.10
L	17.58	19.03	20.91	19.75	20.78				28.23	32.21	31.69
M	17.92	19.39	21.31	20.12	21.17				28.76	32.82	32.29
N	18.26	19.76	21.71	20.51	21.57				29.31	33.44	32.91
O	OSE	OSE	22.12	OSE	OSE				OSE	34.08	33.53
P			22.55							34.72	34.17
Q			22.97							35.38	34.82
R			23.41							36.06	35.48
S			OSE							OSE	OSE

OSE. (Off-schedule employees) Employees who have advanced beyond the current salary schedule shall earn the OSE negotiated raises each year.

**COMMUNITY HIGH SCHOOL DISTRICT #99  
SUPPORT STAFF SALARY SCHEDULE 2020-2021**

<u>Step</u>	<u>ADMINISTRATIVE ASSISTANT</u>	<u>EXECUTIVE ADMINISTRATIVE ASSISTANT</u>	<u>PARA-PROFESSIONAL</u>	<u>INSTRUCTIONAL AIDE/JOB COACH</u>	<u>STUDENT SUPERVISOR</u>	<u>CAMPUS SECURITY</u>	<u>TECH I</u>	<u>TECH II</u>	<u>TECH III</u>	<u>NURSE</u>
A	15.30	17.34	16.38	17.23	13.77	18.01	16.73	23.18	26.71	26.28
B	15.59	17.67	16.69	17.56	14.03	18.35	17.05	23.62	27.21	26.78
C	15.89	18.00	17.00	17.89	14.30	18.70	17.38	24.07	27.73	27.29
D	16.19	18.35	17.33	18.23	14.57	19.06	17.71	24.52	28.26	27.81
E	16.50	18.70	17.66	18.58	14.85	19.42	18.04	24.99	28.80	28.34
F	16.81	19.05	17.99	18.93	15.13	19.79	18.39	25.46	29.34	28.87
G	17.13	19.41	18.33	19.29	15.42	20.16	18.74	25.95	29.90	29.42
H	17.46	19.78	18.68	19.66	OSE	OSE	OSE	26.44	30.47	29.98
I	17.79	20.16	19.04	20.03				26.94	31.05	30.55
J	18.13	20.54	19.40	20.41				27.45	31.64	31.13
K	18.47	20.93	19.77	20.80				27.98	32.24	31.72
L	18.82	21.33	20.14	21.19				28.51	32.85	32.33
M	19.18	21.73	20.53	21.59				29.05	33.47	32.94
N	19.54	22.15	20.92	22.01				29.60	34.11	33.57
O	OSE	22.57	OSE	OSE				OSE	34.76	34.20
P		23.00							35.42	34.85
Q		23.43							36.09	35.52
R		23.88							36.78	36.19
S		OSE							OSE	OSE

OSE. (Off-schedule employees) Employees who have advanced beyond the current salary schedule shall earn the OSE negotiated raises each year.

# **APPENDIX B**

## **BENEFITS**

**JULY 1, 2019 – JUNE 30, 2021**

# BENEFITS TABLE

EMPLOYEE  BENEFIT	FULL TIME  (52 WEEKS)	FULL TIME (42 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  Employee regularly works less than 5 hrs per day
	Upon Employment    Accum To	Upon Employment    Accum To	Upon Employment    Accum To	Upon Employment    Accum To	
<b>PAYROLL OPTIONS</b>	26 Pays, 24 Deductions Union Dues – 20 Deductions	26 Pays, 24 Deductions Union Dues – 20 Deductions	22 Pays, 20 Deductions 26 Pays, 20 Deductions Union Dues- 20 Deductions	22 Pays, 20 Deductions 26 Pays, 20 Deductions Union Dues – 20 Deductions	22 Pays, 20 Deductions OR 26 Pays, 20 Deductions (incl Union Dues)
<b>SICK DAYS</b>	18                      258	16                      256	12                      252	12                      252	NA
<b>PERSONAL LEAVE DAYS</b>	Year 1-9 = 2              3 Year 10+ = 2            5	Year 1-9 = 2              3 Year 10+ = 2            5	Year 1-9 = 2              3 Year 10+ = 2            5	Year 1-9 = 2              3 Year 10+ = 2            5	NA
<b>VACATION DAYS</b>	Year 1-5 = 10 days Year 6-15 = + 1 addl day each year max 20	NA	NA	NA	NA
<b>BEREAVEMENT DAYS</b>	4	4	4 (7 Hrs/ day; 5 days/week only)	NA	NA
<b>HOLIDAYS</b>	14 Plus 3 Supt. Holidays	14 Plus 2 Supt. Holidays	9 Plus 1 Supt. Holiday	9 Plus 1 Supt. Holiday	NA
<b>LEAVES</b>	Available per contract	Available per contract	Available per contract	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*