

## **ARTICLE 1**

### **RECOGNITION AND DEFINITIONS**

#### **1.1 RECOGNITION**

The Board of Education of Community Unit School District #303, Kane County, Illinois (hereinafter referred to as the 'Employer', 'Board' or the 'District') recognizes the St. Charles Educational Support Professionals IEA-NEA (hereinafter referred to as the 'Association' or the 'Union') as the sole and exclusive bargaining representative for all full and part-time educational support personnel of the District (hereinafter referred to as the 'Employee' or 'Bargaining Unit Member') excluding the Secretary to the Superintendent, Assistant Secretary to the Superintendent, the Secretary to the Assistant Superintendent for Human Resources, Secretary of the Assistant Superintendent for Curriculum and Instruction, Secretary to the Assistant Superintendent for Business Services, Secretary to Chief Academic and Chief Information Officers, Human Resource Secretary, Secretary to the Director of Elementary Operations, Payroll Supervisor, Transportation Coordinator and all supervisory, managerial, confidential and short term employees, and students as defined by the Illinois Educational Labor Relations Act.

It is further agreed that personnel hired under other short term grants will not be part of the Association and their employment shall not be subject to the Agreement.

#### **1.2 PART-TIME EMPLOYEES**

Employees included in the Association, working on other than a full-time basis, shall be provided benefits and conditions as specified in this Agreement.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

#### **2.1 MANAGEMENT RIGHTS**

The Association recognizes that the Board has the sole responsibility and authority to manage and direct the operations, activities, and properties of C.U.S.D. #303 to the full extent authorized by law and shall be limited only by the provisions of this Agreement and applicable laws.

## **ARTICLE 3**

### **BARGAINING PROCEDURES**

#### **3.1 RELEASE TIME FOR BARGAINING**

If negotiations are scheduled by mutual agreement of the parties during regular working hours, release time shall be provided for up to four members of the Association's negotiating committee.

#### **3.2 MEDIATION**

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

#### **3.3 PRINTING OF CONTRACT COSTS AND DISTRIBUTION**

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed and presented to each Association Member now employed, hereafter employed or considered for employment. In addition, the Employer shall provide each member of the Association Executive Committee Board one copy of the Agreement together with one building copy without charge to the Association.

## ARTICLE 4

### GRIEVANCE PROCEDURE

#### 4.1 DEFINITIONS

A grievance shall be any claim by the Association, an Employee, or group of Employees that the terms of this Agreement have been misapplied, misinterpreted or violated by the Employer.

All time limits consist of days which the Central Administrative office is officially open for business.

Any grievance which is not raised or processed within the following time limits shall be considered to have been waived; but such waiver shall not bar filing of future grievances of a similar nature.

The grievance shall specify in writing the nature of the grievance and the section(s) of the Agreement which is allegedly being violated.

#### 4.2 PROCEDURES

The parties acknowledge that it is preferable for an Employee and the Employer to resolve problems through free and informal communications. However, a grievance shall be processed as follows:

##### STEP 1

The grievant shall present the grievance in writing to the immediately involved supervisor within fifteen (15) days of the date the grievant knew or should have known of the events giving rise to the grievance. The supervisor shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

##### STEP II

If the grievance is not resolved at Step 1, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

##### STEP III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within ten (10) days of the date of the Step II answer, then the grievance shall be deemed withdrawn. The American Arbitration Association will be requested to provide a panel of seven (7) arbitrators within five (5) days of the demand. The parties shall alternately strike one name at a time from the panel until only one shall remain. The remaining name will be the arbitrator.

#### **4.3 BYPASS**

By mutual agreement, any step of the grievance procedure may be by passed.

#### **4.4 STEP II GRIEVANCE**

Grievances involving a supervisor or supervisors beyond the Employee's immediate supervisor may be initially filed by the Association at Step II.

#### **4.5 NO REPRISALS CLAUSE**

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

#### **4.6 RELEASED TIME**

To the extent possible grievance investigations will take place outside work hours. However, should the employer and the SCESP agree that the investigation be held during work hours, the Employee and Association representative shall be released without loss of pay or benefits, provided notice is given to the immediate supervisor.

#### **4.7 FILING OF MATERIALS**

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

#### **4.8 GRIEVANCE WITHDRAWAL**

A grievance may be withdrawn at any level without establishing precedent.

#### **4.9 NO WRITTEN RESPONSE**

If no written decision has been rendered within the time limits indicated by a Step, then the grievance shall be deemed denied and may be advanced to the next Step.

#### **4.10 EXPEDITED ARBITRATION**

Upon mutual agreement, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

#### **4.11 COSTS**

The fees and the expenses of a transcript, if jointly requested, shall be shared equally by the parties. If a transcript is requested by only one party, that party shall assume the full cost of same, including the arbitrator's copy. Each party shall bear its own costs of preparation, including those of witnesses and representatives at the hearing.

#### **4.12 SETTLEMENT**

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

#### **4.13 PROCEDURES**

The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator shall have no authority to add to, subtract from, ignore, alter, modify or amend in any way the express terms of this Agreement, it being understood that this authority shall be limited to deciding the specific issue or issues submitted to him in writing by the parties.

**ARTICLE 5**  
**EMPLOYEE RIGHTS**

**5.1 RIGHT TO ORGANIZE AND PARTICIPATE**

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other activities as protected by law.

**5.2 STATE AND FEDERAL RIGHTS**

The Employer shall not discriminate against any Employee with respect to hours, wages or terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or in negotiations with the Employer nor shall the Employer discriminate against any Employee for their institution of any grievance, complaint, or proceeding under this Agreement, the Illinois Educational Labor Relations Act, or any other Judicial or Administrative Agency.

**5.3 RULES AND REGULATIONS GOVERNING EMPLOYEES**

The District reserves the right to initially promulgate and reasonably modify Employee conduct rules and regulations, which right shall not be subject to the grievance procedure set forth in the Agreement. However, the Association reserves the right to file a grievance challenging the reasonableness of any such rules or modifications thereto.

**5.4 EMPLOYER HEARINGS/EMPLOYEE RIGHTS**

Any Employee who is required to attend a meeting or conference with Administration in which discipline is to be imposed or discussed may request that an Association representative be present. If such request is made either before or during the meeting, said meeting will be adjourned until the Association representative is available.

**5.5 BREAK PERIOD**

Subject to emergency needs, each Employee covered by this Agreement shall be entitled to one (1) duty free 15 minute paid break for each three hours worked (one in the morning and one in the afternoon) and one (1) duty free 30 minute unpaid lunch break per day. The timing of such breaks shall be decided upon by the Employee and his or her immediate supervisor, with approval of the building principal or designee.

**5.6 RULES AND REGULATIONS**

All policies, regulations, and rules of the Employer relating to the Employee's employment must be published and readily available to the Employees. Copies of building policies, regulations and rules shall be distributed to each Employee in that building on the first day of school. Changes in existing policies, regulations, and rules shall be distributed to each Employee immediately preceding implementation.

## **5.7 EMPLOYEE NOTIFICATION OF ASSIGNMENTS**

Each 10 and 12 Month Employee shall be given written notice of her/his tentative assignment for the forthcoming school term no later than the last student attendance day of the current school term. Every attempt will be made to give School Term Employees written notice of her/his tentative assignment for the forthcoming school year by the end of the current school year. All School Term assignments will be mailed no later than July 1<sup>st</sup>. A similar written notice shall be given as soon as practicable if a change in assignment becomes necessary. The Employee will be offered the opportunity of a conference to discuss this change. No change in Employee assignments will be made arbitrarily.

## **5.8 INVOLUNTARY REASSIGNMENT**

If a change in an Employee's assignment is necessary after the start of the school year, the affected Employee will have preferential rights to transfer back to an available position in the building from which he/she was involuntarily displaced for 12 months from the effective date of the transfer/reassignment, if such a reassignment can be effected without a negative impact on programs or services. The Employee will be offered the opportunity of a conference to discuss this change. No change in Employee assignments will be made arbitrarily.

No Employee shall experience a loss in work hours, pay or benefits as a result of an involuntary reassignment for the remainder of the school term in which the reassignment occurred. If the Employee is offered a position in the same classification that restores her/his original hours but he/she does not accept it, the Employee's work hours, pay and benefits will be adjusted accordingly. For the next school term, the Employee may displace the least senior employee with the number of hours the reassigned Employee had prior to the reassignment, within the same job classification.

**ARTICLE 6**  
**ASSOCIATION RIGHTS**

**6.1 ASSOCIATION RIGHTS**

The District shall provide to the Association President, procedures to address the Board. The District shall also provide to the Association President notice of any regular or special meeting along with a copy of the agenda, minutes from the previous meeting, and all pertinent documents that will be considered at the meeting, except those not subject to public disclosure under the Illinois Open Meetings Act, by 3:00 p.m. on the day prior to the meeting.

**6.2 BOARD MINUTES - ASSOCIATION COPIES**

A copy of approved Board minutes shall be mailed or placed in the mail box of the President of the Association as soon as they have been prepared.

**6.3 NAMES AND ADDRESSES - NEW EMPLOYEES**

Names and building assignments of newly-hired Employees shall be provided to the Association within fourteen (14) days after their hiring.

**6.4 ASSOCIATION LEAVE**

The Association shall be granted an aggregate number of leave days equal to twenty (20) regular school days to send representatives to local, state, or national conferences or on other business pertinent to Association affairs. The Association shall reimburse the District for the cost of substitute(s) if substitutes are used.

**6.5 CONTRACT - UNIFORM APPLICATION**

Both parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

**6.6 REGULAR COMMUNICATIONS**

The Association President and Assistant Superintendent for Human Resources will hold regular monthly meetings during the course of this contract. This will allow the regular communication of items of concern.

Each Employee is encouraged to raise and discuss any problems with respect to existing District #303 operations, practices or policies, or changes made thereto (but falling outside the definition of "Grievance" set forth in Section 4.1). Such problems should be raised initially in writing with the Building Principal or immediate supervisor by the Employee or the Association. If resolution is not achieved, the Employee or the Association may raise and/or appeal such problems to the Central Administration through the Superintendent (or designee). If not satisfactorily resolved the Employee or Association may appeal to the Board. An Employee who raises a problem will not be subjected to discrimination because of such action.

## 6.7 PAYROLL DEDUCTIONS

### A. PROCEDURES FOR MEMBERSHIP AUTHORIZATION

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective from year to year unless the Employee cancels such authorization by notice in writing to the Superintendent and the Association prior to September 1st of any school year, to be effective for such year.

### B. PAYMENT TO THE ASSOCIATION

Authorizations submitted to the Superintendent or his/her 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) working days following each pay period.

### C. IDEMNIFICATION

The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this section.

### D. FAIR SHARE

Each Association 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 to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

In the event that the Association 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.

Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

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:

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,

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.

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 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.

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, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

#### **6.8 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, subject to rules of the District for non-school use. If the facility is unavailable, another facility will be provided. Association members will be allowed to store Association materials at their work site in a place not available to students. In addition, the Association shall have the right to use equipment including District e-mail, typewriters, other duplicating or printing equipment, binding equipment, calculating machines, audio-visual equipment, and computer and word processing equipment at reasonable times when such equipment is not in use. The Association shall pay for the reasonable cost of all materials, supplies and operator (when necessary) incident to such use.

#### **6.9 ASSOCIATION BUSINESS**

Association Representatives shall be permitted to transact Association business on school property provided the Administrator in charge has been notified. The Association shall have the right to communicate with its members via the telephone, inter-school mail, e-mail, bulletin boards for suitable notices, and hold periodic building meetings.

#### **6.10 ASSOCIATION PRESIDENT RELEASED TIME**

The Association President or his/her designee shall be granted released time to conduct Association business to a maximum of twenty (20) school days per year.

**ARTICLE 7**  
**WORKING CONDITIONS**

**7.1 DEFINITION OF EMPLOYEE**

**A. FULL-TIME EMPLOYEES**

For purposes of this Agreement, a full-time Employee is an Employee who works 12-months out of the year and more than six hours per day. A full-time school term Employee is an Employee who works at least six or more hours a day for at least the number of District designated student attendance days.

**B. NEW EMPLOYEES**

All new Employees shall be on a probationary status for the first sixty (60) work days of employment, during which time Employee will be observed at least once by their Administrator. During such probationary period, an Employee may be discharged, laid off or otherwise terminated at the sole discretion of the District, without recourse to the grievance procedure set forth in the Agreement. Upon completion of the probationary period, an Employee's seniority shall date back to his/her date of hire.

**C. BENEFITS**

Full-time Employees

Benefits available to Full time employees are:

- Medical Insurance
- Life Insurance
- Vacation Days (12 month employees)
- Leaves of Absence
- Seniority
- Sick Bank
- Sick Days
- Personal Days

Part-time Employees

Benefits available to Part-time employees are:

- Leaves of absence
- Seniority
- Sick Bank
- Sick Days
- Personal Days

**7.2 OVERTIME**

Overtime shall be defined as hours worked beyond forty (40) hours in a week. Each Employee shall be compensated one and one-half times the Employee's regular pay for each hour of overtime worked, including evening and weekend events, on or off school premises.

Employees required to work on Holidays and/or Sundays shall be compensated two-times regular pay for each hour of overtime worked.

Hours worked beyond the Employee's regular schedule must be submitted to payroll in order to be paid. Employees are to be paid for all time worked if the supervisor is aware that the Employee is working. Employees in Association positions are not permitted to volunteer time in order to do work within the scope of her/his job description.

Employees who perform extra duties as defined in the SCEA Professional Agreement will receive the designated lump-sum differential. If the Association Members are performing work that is compensated at an hourly rate according to the SCEA Professional Agreement and who work forty hours in a week will receive their overtime rate or designated rate whichever is greater.

### 7.3 WORK YEAR HOLIDAYS AND VACATION DAYS

The employment year for all Employees shall be from July 1 through June 30. The year shall consist of approximately two hundred sixty (260) days which includes paid holidays, vacation days, shutdown days, and recess days.

#### A. PAID HOLIDAYS

The District will guarantee thirteen (13) paid holidays per school year for twelve month Employees and eight (8) paid holidays for school term Employees. If there is a State or Federal government change to the naming of legal holidays, the Administration will negotiate with the Association to continue to award eight (8) paid holidays to school term employees and thirteen (13) paid holidays to twelve month employees. If for any reason school was scheduled to be held on what is identified in these lists as a paid holiday, Administration would negotiate with the Association an alternative paid day.

The paid holidays are:

##### 12-Month Employees

Day Adjacent to Independence Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day

##### School Term Employees

Floating Holiday  
Labor Day  
Columbus Day  
Thanksgiving Day  
Thanksgiving Friday  
Martin Luther King Day  
Presidents' Day  
Memorial Day

Veterans Day will be a floating holiday for all School Term Employees. School Term Employees must submit in writing to their immediate supervisor at least three (3) days in advance of the requested absence. (Note: Employees in their first year of employment must have been started their employment prior to November 11 to earn this holiday.)

#### B. ELIGIBILITY

In order to be eligible for holiday pay, an Employee must work the full scheduled workday before and after the holiday, unless the Employee's absence is excused for sickness or illness and acceptable proof of same is provided to the District, if requested.

### C. EARLY RELEASE DAYS

Support Staff whose normal schedule is a five (5) day work week will be expected to work their regular schedule on “early release” days. Individuals who seek not to work on these days must submit a “Non-Compensatory” form to the Superintendent’s office. All support staff will be required to be in attendance for at least one Institute Day each school year.

### D. SCHOOL CALENDAR

The calendar of any given year for District 303 shall be prepared in a draft form by a joint committee composed of at least three (3) teacher representatives, appointed by the Association, one SCESP representation, and chaired by an Administrative representative appointed by the Superintendent. Said calendar shall be submitted to the Board of Education through the Superintendent of Schools by no later than March 1, annually. The joint committee may prepare in draft form a calendar of at least two years in duration. The draft calendar shall be educationally sound and in compliance with ISBE requirements. In the event the draft calendar is not approved by the Board of Education, the calendar committee shall be consulted and offered an opportunity to redraft the proposed calendar prior to adoption of a different or modified calendar.

No later than August 1 all Employees will be notified of all support staff work days for the following year.

### E. SUMMER WORK HOURS

Employees will work a modified schedule during the summer. Full-time, 12-month Employees will work a 36-hour workweek (without change to wages and/or compensation). Scheduling of the four hours of absence will be coordinated between each Employee and his/her supervisor. It is important that all buildings remain open during the work week. Each supervisor has the final decision regarding modified schedule requests based on building and department needs.

## **7.4 UNSAFE OR HAZARDOUS WORKING CONDITIONS**

No Association Member shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Whenever practical, no Association Member shall be required to enter a building alone or to be left alone in a building. Except in emergency situations, teacher assistants, certified or not certified, shall not be required to be alone in a self-contained BD classroom or a “timeout” classroom without the presence of another staff member.

Training in crisis prevention and physical management will be provided as needed to staff working in self-contained classrooms where students have behavior intervention plans that include physical management or restraint, as indicated on the IEPs.

## **7.5 MEDICAL PROCEDURES**

Association Members shall not be required to dispense medication to pupils, except in emergency circumstances in the absence of an Administrator or Nurse. Association Members shall not be required to perform any invasive medical procedures and/or any procedure requiring a medical degree or medical training. District will comply with legislation.

## **7.6 TUITION REIMBURSEMENT**

The Employer shall reimburse the Employee the cost of tuition for job related courses when required by the Employer.

## **7.7 TRAINING**

The Administration and the Association recognize the importance of proper training for Employees. To that end, the parties agree to the following:

The District shall schedule in-service training for each new Employee within five days of the Employee's first day working in the position to provide the Employee with knowledge of the responsibilities of the job. During the first year of employment all Association members will be required to attend up to five hours of orientation outside the work day at full pay. This orientation may be in conjunction with New Teacher Orientation.

The Administration shall strive to provide appropriate time for the Classroom Teacher and the Teacher's Assistant of Inclusionary, Special Education or Early Childhood students, Native Language Tutors and Speech Language Pathology Assistants to confer on educational issues and other issues which effect students. This time could be in addition to the time prescribed by the IEP.

All Association Members shall be scheduled to attend appropriate training with pay. Training programs may be provided during the school year and up to two weeks prior to the first student attendance day of the school year. Reasonable notice shall be given to Employees if they are to be required to attend during the two-week period prior to the start of school or after school on student attendance days. Training programs may occur during regular schools hours, on student non-attendance days, or after school on student attendance days. Training programs will be provided at District Schools or other sites within the District.

Association Members shall be paid their regular hourly rate for training including overtime, if programs exceed forty (40) hours per week.

## **7.8 VIDEO SURVEILLANCE**

Physical contact and handling of students is inherent in the work of selected Association members based on their job duties. Physical contact of a student by such employees, in and of itself, should not be misconstrued as inappropriate. With this in mind, the sole purpose and use of the video surveillance is to monitor illegal activity, unauthorized access to restricted areas, and unauthorized removal of personal and/or district property or damage to property. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct.

Surveillance shall only occur in common areas including, among others, hallways, Administrative or Main School offices, parking lots, grounds, buses and cafeterias. Classrooms shall also be included as mutually agreed upon by the employees and administrator. Surveillance equipment will not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving District personnel will be limited to appropriate administrative personnel and attorneys, police liaison officers, law enforcement officials and in response to subpoenas or court orders. Such review will take place in the office of one of the parties listed above. If the review of data reveals an alleged incident by an employee, the following process will be followed:

1. The Employee and the Association will be notified if the District intends to investigate the alleged incident. Such notification shall be in writing.
2. The Employee, the Association representative and/or the Employee's representative may review the data depicting the alleged incident, including the entire video clip.
3. The Employee will be advised of their right to be represented in all investigatory meetings regarding alleged incident unless the Employee declines representation.

4. Any discipline that may be imposed against the Employee as a result of the alleged incident investigation shall be in accordance with the applicable provisions in this Agreement.

All employees are informed, per this contract, of the use of the surveillance equipment. All new employees shall be notified in writing, of the use of surveillance equipment as part of the new employee orientation.

## **ARTICLE 8**

### **EMERGENCY SCHOOL CLOSING**

#### **8.1 INCLEMENT WEATHER - LOSS OF PAY**

All twelve month employees are expected to report for work on any days of inclement weather for which students are excused. Teacher Assistants and school year personnel will make up any days for which the school is closed due to inclement weather and, therefore, will not be expected to be present during the closing.

Any twelve month employee who does not report for work within two hours of his/her regular start time can choose to use a sick, personal, vacation or unpaid day.

## ARTICLE 9

### LEAVES

#### 9.1 SICK LEAVE

Probationary Employees shall be entitled to two (2) paid sick days during their probationary period to be used on account of illness. These two days shall be considered part of the Employees annual allotment. Employees who have completed their probationary period shall be entitled to paid sick leave, to be used on account of illness, as follows:

1. Full-time twelve month Employees, 15 days per year.
2. All other Association Members scheduled to work at least 600 hours per year, 13 days per year on a prorated basis. Unused sick leave may be accumulated from year to year without limitation. The District may require a physician's statement as a condition for payment of sick leave for absences in excess of three (3) consecutive days.

#### IMMEDIATE FAMILY

Sick leave shall be granted for personal illness, quarantine at home, illness and additional days beyond bereavement leave for death of members of the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

#### 9.2 PERSONAL LEAVE

Two of the above sick leave days, per year, may be used for personal business, providing the Employee shall notify his/her principal/ supervisor at least three (3) days in advance except in cases of emergency. In no event shall personal leave be taken contiguous to a holiday or other scheduled non-working weekday.

#### 9.3 ACCIDENT OR INJURY LEAVE

Absence due to injury, accident or illness incurred in the course of the Employee's employment shall not be charged against the Employee's sick leave days. An Employee on Worker's Compensation leave shall continue to accumulate seniority for a period not to exceed six (6) months.

#### 9.4 ADDITIONAL PAID LEAVES

##### A. BEREAVEMENT LEAVE

Employees may use up to three (3) days, per incident, for leave connected with the death of members of the immediate family: parents, spouse, brothers, sisters, children, grand-parents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. Additional days may be taken from sick leave. The District will provide additional unpaid leave if necessary.

##### B. JURY SERVICE AND OTHER RELATED APPEARANCES

Any Employee called for jury duty shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or loss of any other benefits. As a condition of this benefit, the Employee shall turn over any fees received.

## **9.5 NON-PAID LEAVES OF ABSENCE**

Leaves of absence without pay or benefits up to one (1) school year in duration may be granted in the Employer's reasonable discretion upon written request from an Employee. To apply for a leave of absence, an employee must be in good standing and been in that or other such position for at least one year. Employees must inform the District in writing fifteen (15) days prior to the expiration of the leave of absence their intention to return to work. The Employer reserves the right to require the Employee to continue the leave until the end of the school term. "School term" means the school semester, which typically ends near the middle of January and the beginning of June each school year.

During said leaves, seniority shall not continue to accumulate. Requests for leaves of absence shall include the reason for leave along with notification of the beginning and ending dates of said leaves. An Employee returning from a leave of absence is entitled to be placed in the same or an "equivalent position" with the same pay, benefits, and other working conditions.

Requests for unpaid leaves of absences in relation to parenthood shall be administered without regard to sex; actual disabilities arising out of pregnancy shall be deemed illnesses subject to the sick leave policy. It is expressly agreed that because of the predictable, volitional and/or avoidable aspect of parental leave (as distinguished from disabilities arising out of or because of pregnancy) all requests for leaves of absence in relation to parenthood shall include a positive commitment to return to employment and shall be structured so as to result in minimal disruption to the program of education.

Eligible employees are entitled to unpaid leaves of absence under the Family Medical Leave Act. Employees will be informed of their rights under this Act. (See Appendix.)

As stated in the Family and Medical Leave Act (FMLA), the employer is required to maintain health insurance coverage "on the same basis as coverage would be provided if the employee has been continuously employed during the FMLA leave period."

Definition of a day Leave of Absence: Each day of absence shall be commensurate to the employees contracted work day.

## **9.6 RETIREMENT**

### **A. UNUSED SICK LEAVE**

An Employee who retires with 15 years of service shall be paid for unused sick days at the rate of \$30.00 per day. The maximum allowable days of sick leave for this purpose shall be 18 days.

This retirement severance will be paid over the last four (4) months of employment. To be eligible for the above severance to be paid out in this manner, written notice of intent to retire shall be delivered to the Board at least five (5) months before effective date of retirement.

Unused, unpaid sick leave may be applied toward additional service time with IMRF at the rate of 20 days per month or fraction thereof. Refer to information from IMRF.

Portions of sick leave may be used for #1 or #2. This should be stated in the notice of intent to retire.

## B. UNUSED VACATION

Upon termination of employment, an Employee shall be paid for accrued but unused vacation time at his or her current rate of pay.

Payment for these vacation days and for unused vacation time earned may be made over the last four (4) months of employment. Written notice of intent to retire shall be delivered to the board at least five (5) months before effective date of retirement. A portion of the vacation time earned in the last fiscal year (to be taken in the current year) can be taken in the last four (4) months of employment but cannot be used to extend the retirement date. The request for number of days to be paid out or held back should be stated in the notice of intent to retire.

## C. INSURANCE

Retired Employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1986, or as allowed under the Illinois Municipal Retirement Fund. Support Personnel Employees who are retiring and meet all the requirements of the state law covering IMRF members may continue employee and dependent major medical coverage with the District until eligible for Medicare by reimbursing the District 100% of the premium cost. Insurance rates per month are available through the Business Office. These rates are subject to change.

Dental coverage may be continued for three years only per the District at 100% of the premium cost. Life insurance may not be continued but may be converted.

## D. LOCAL RETIREMENT INCENTIVE

1. An Employee is eligible for this program if he/she is 55 years of age on the date of retirement and has at least 15 years of service credit in the District on the date of retirement and is retiring under the provisions of the Illinois Municipal Retirement Fund.
2. Employees may choose to use the local retirement incentive and shall have their compensation, which would include the total of all creditable earnings, increased by 6% in each of their final years of service prior to retirement, up to a maximum of four (4) years, provided they file an irrevocable notice of retirement with the District, in writing, by March 1 of the year prior to the year in which they are to begin receiving benefits under this section. This shall be referred to as the base year (the year prior to their initial receipt of benefits under this program).

Except in the first year of the contract, Employee may give notice by July 1, 2009 for retirement on June 30, 2010, June 30, 2011, June 30, 2012 or June 30, 2013.

The irrevocable notice may be revoked subject to the following:

- a. Death of spouse or child
- b. Life threatening illness of Employee, spouse or child as certified by a physician
- c. Other unforeseen circumstances subject to the sole discretion of the Board. The decision of the Board involving unforeseen circumstances is not subject to the grievance process.

In the event the notice is revoked, the Employee shall have salary reduced by amount that was granted as part of the enhancement that is in excess of the pay increases that would have been granted without the enhancement. The amount shall be withheld from the regular pay of the Employee over 12 pay periods during the year of the revocation.

No employee who has given notice of retirement shall receive a pay increase that will subject the Board to an additional contribution to IMRF.

A post retirement payment shall be based on the following:

1. Employees who have 15 years full time equivalent at the time of retirement and who give four (4) years notice shall receive a lump sum payment paid at the rate of \$1,000 for each year of full time service up to a maximum of \$25,000. For example, an employee who has 15 years of full time equivalent service will receive \$15,000, one who has 18 years of full time equivalent service shall receive \$18,000 and one who has 25 years or more of full time equivalent service shall receive \$25,000.
2. Employees who give three (3) years notice shall receive 75% of the amount above, employees giving two (2) years notice shall receive 50% of the amount, and employees giving one (1) year notice shall receive 25% of the amount. Employees who do not give notice shall not receive any post retirement payment.
3. Employees may receive payment 60 days after the effective date of retirement, in the month of January following the effective date of retirement or may split the payment and receive one half (1/2) sixty days following the date of retirement and one half (1/2) in the January following the date of retirement. The employee shall make the election in writing, by June 15<sup>th</sup> prior to the effective date of retirement.
4. The employee shall be responsible for all taxes and payments required by the law that may be applicable to the post-retirement payment.

**ARTICLE 10**  
**SICK LEAVE BANK**

**10.1 ESTABLISHMENT OF BANK**

A sick leave bank shall be established and shall consist of accumulated sick days contributed by Association Members. Each Association Member employed by the District as of the effective date of this Agreement shall contribute two (2) sick days to establish the Bank. Thereafter, each newly hired Association Member shall contribute one (1) sick day per year for the first two (2) years of employment. In the event the Bank is depleted to less than 100 days, each Association Member shall contribute one (1) additional day. Unused days remaining in the sick leave Bank at the end of the year will accumulate for the following year.

Definition of a Sick Day: Each sick day shall be commensurate to the employees contracted work day.

**10.2 ELIGIBILITY**

An Employee must have one (1) year seniority with the District prior to the accident or illness for which application is made to be eligible.

**10.3 PROCEDURE FOR USE OF SICK BANK**

Any Association Member currently employed in the District shall be entitled to draw from the Bank provided the following conditions are met:

1. The Employee has used all his/her personal accumulated sick days and personal days.
2. Only serious illness or accidents are applicable.
3. The Employee shall produce a doctor's certificate as proof of need.
4. The Employee has been absent more than seven (7) consecutive work days in connection with the same illness. If days are awarded by the Bank they would be retroactive to the first day of eligibility.
5. The Committee shall request the Employee's attendance record and utilize the data in the evaluation of the Employee's request.
6. The Committee shall also take into consideration the Employee's eligibility for disability benefits from any source whatsoever before ruling on the Employee's application.
7. The maximum days awarded on an illness or injury shall be 30 days.

**10.4 GOVERNING COMMITTEE**

A committee shall be established to act as the governing body for the administration of the Sick Leave Bank. Said committee shall consist of two (2) Employees named by the Association and two (2) Administrators named by the Superintendent. In the event of a deadlock the Superintendent shall cast the deciding vote.

## ARTICLE 11

### VACATIONS

#### 11.1 VACATION DAY/SENIORITY

All full time twelve month Association Members shall receive paid vacation time. Said vacation time may be used by eligible Employees at times of the Employee's choosing subject only to the condition where more than one Employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting Employees from being absent at the requested times, the affected Employee having the greatest seniority shall be granted his/her preferred vacation date(s).

#### 11.2 ACCUMULATED VACATION DAYS AND ANNUAL ALLOTMENT

All full-time twelve month Employees shall be entitled to vacation days, with pay, as follows:

- A. During the first year of employment, an Employee shall accrue one (1) day of vacation for each month worked, up to a maximum of ten (10) days. Employees who do not satisfactorily complete their probationary period during the fiscal year in which they were hired will not receive the vacation entitlement set forth above.
- B. Vacation will be allocated each year on the anniversary of the Employee's hire date.\* Eligible employees shall be entitled to vacation as follows:

Months Employed	Years Employed	Monthly Accrual	Annual Total	Balance Limit
0 – 59	0 – 4.99	0.84 days*	10.08 days	20.16 days
60 – 119	5.0 – 9.99	1.25 days	15.00 days	30.00 days
120 – 179	10.00 – 14.99	1.75 days	21.00 days	40.08 days
180+	15.00+	1.84 days	22.08 days	40.08 days

\* Not eligible for use until successful completion of probationary period.

Employees shall have the option of converting five (5) unused vacation days into sick days annually on June 30.

Upon termination of employment, an Employee shall be paid for accrued but unused vacation time at his or her current rate of pay.

- C. In the event a full-time school term Employee is permanently transferred to a twelve month position his/her placement on the vacation schedule pursuant to Section 11.2 B above, shall be determined by the original hire date.

## **ARTICLE 12**

### **EMPLOYEE EVALUATION**

#### **12.1 EVALUATIONS**

Prior to completion of the 60 work day probationary period which will include one (1) observation by the probationary employee's Administrator, a form shall be completed (See Article 7.1.B). A copy of the completed form will be provided to the Association.

Thereafter, employees shall be evaluated at least yearly for the first three (3) years of employment. Thereafter evaluations will be conducted as needed; not less than once every three (3) years. Evaluations shall be conducted by supervisory personnel which will include at least one (1) personal observation and evaluation by their Administrator, no later than May 15 for school term Employees and June 15 for twelve month Employees. The primary purpose of evaluations shall be the improvement of Employee skills and performance, and to that end the evaluation will seek to identify Employee strengths and weaknesses, areas to be improved, and suggestions for improvement. Except in instances where there is a blatant abuse of sick days, attendance shall not be part of the evaluation process.

Employees shall be given copies of all written evaluations. Within ten (10) calendar days of receipt of a written evaluation, an Employee may respond to or comment on such evaluation in writing. Copies of evaluations and of all Employee responses thereto shall be kept in the Employee's personnel file.

## **ARTICLE 13**

### **PERSONNEL FILE**

#### **13.1 CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE**

There shall be only one (1) official personnel file for each Association Member. The Employee shall be given a copy of all evaluations or disciplinary materials which are placed in his/her personnel file. An Employee will have the opportunity to reply in writing to all evaluations or disciplinary notices within 15 calendar days after receipt thereof, and all such written replies will be placed in the Employee's personnel file. No discipline materials shall be made public except as required by law.

#### **13.2 RIGHT TO EXAMINE AND REPRODUCE MATERIALS IN FILE**

An Employee shall have the right to review his/her personnel file, with or without a representative of the Union at the Employee's choosing, once every three (3) months. Upon the Employee's request and at the Employee's expense, the Employer will reproduce one (1) copy of any materials in the Employee's personnel file, but not more often than once every six (6) months.

#### **13.3 OFFICIAL FILE**

Only materials in the official personnel file shall be used by the Board to support disciplinary action against the Employee.

#### **13.4 SEPARATE FILE**

Nothing contained herein shall limit the Employer's right to maintain separate files for materials investigatory in nature, used for overall planning purposes, or for materials relating to the Employee's initial hiring. Further, the Employer shall not be obligated to disclose such documents to the Employee.

## **ARTICLE 14**

### **EMPLOYEE PROTECTION**

#### **14.1 ASSAULT ON EMPLOYEES - PROCEDURES**

When a physical assault occurs, the Employee has the right to defend himself/herself and/or obtain assistance.

The principal or designee should be immediately notified of the incident and take appropriate action: call the police, parent(s), and the Superintendent. If the principal is not available, the Employee may call on the assistant principal and/or administrative designee.

The School District shall defend and indemnify the Employee to the extent required by law. In all cases, The Superintendent's office shall immediately notify the Employee of any legal aid from the District that may be available.

#### **14.2 SEXUAL HARASSMENT**

See Board Policy available in each building.

#### **14.3 SUBPOENA, SUMMONS OR LEGAL COMPLAINT**

Any Employee who is served with a subpoena, summons or legal complaint on a matter relating to her or his employment in District 303 shall notify Human Resources as soon as possible, but no later than three (3) days after the service. The Employee shall receive appropriate consultation regarding the matter at no cost to the Employee. The Employee will be compensated at her/his normal rate (plus overtime, if applicable) for time required by the employer or the court spent on such a matter.

Should an employee be arrested or formally charged by legal authorities of any felony or misdemeanor that is directly or indirectly related to job duties, except for minor traffic violations, it is that Association Member's obligation to notify the Human Resources Department as soon as possible but no later than two (2) days after the arrest or charge. The Board will not initiate employment actions solely on the basis of such a report.

## **ARTICLE 15**

### **DISCIPLINE PROCEDURES**

#### **15.1 DISCIPLINE POLICY**

Written reprimands, suspension without pay and dismissal from employment shall be for just cause. This provision shall not apply to dismissal or change in employment status, which occurs for non-disciplinary reasons, such as because of a reduction in the workforce, nor shall the provision apply to probationary employees. Verbal warnings shall be for cause. Employee discipline shall, in the usual case, follow progressive discipline concepts, with the disciplinary steps being:

1. Verbal Warning
2. Written Reprimand
3. Suspension Without Pay
4. Discharge

Where, in management's judgment, the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the appropriate disciplinary step to be used will be determined by management. Suspension without pay and discharge are subject to the grievance procedure, except that the first step in such procedures shall be the Superintendent's step, or the Board step where management and the Association so agree.

#### **15.2 SUSPENSIONS**

An Employee may be suspended, at the District's sole discretion, with pay, pending an investigation or determination concerning disciplinary action. Such investigation or determination shall be completed by the District within five (5) school days of the suspension. If the District's investigation discloses that no disciplinary action should be taken against the suspended Employee, such Employee shall be allowed to return to work.

## **ARTICLE 16**

### **JOB DESCRIPTION AND CLASSIFICATION**

#### **16.1 JOB DESCRIPTIONS DEVELOPED AND DISTRIBUTED**

Official job descriptions for each position within the Association shall be maintained at the Human Resources Office and shall be available for inspection by Association Employees upon request. Copies of all job descriptions and revisions thereto when made will be given to the Association President.

A written job description for a newly created or modified position will be given to the Association President no later than 30 days after such position is filled or changed. The District and the Association will review existing job descriptions at least every second year.

It is agreed between the Employer and the Association that the parties will maintain a joint committee to review existing job descriptions and to recommend necessary revisions thereto. The committee will be comprised of four (4) persons, two (2) of whom shall be selected by the Union and two (2) of whom shall be appointed by the Superintendent. The committee shall attempt to reach agreement by consensus; however, it is understood that the final decision as to the content of each job description shall remain vested in the Employer.

## **ARTICLE 17**

### **SUBCONTRACTING**

#### **17.1 TEMPORARY USE OF NON-ASSOCIATION PERSONNEL**

The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace Association Members regularly employed in the Association, except in emergencies when Association Members are not available or have refused to do the work.

#### **17.2 SUBSTITUTES**

- A. The Employer may use at its discretion substitutes for an absence of a regular Association Member.
- B. Should a certified teacher assistant be asked to fulfill the position of another certified teacher they shall be compensated at the substitute's rate of pay or their regular pay whichever is higher.
- C. If in emergency situations any teacher assistant is asked to fulfill the position of a certified teacher in addition to their current position that teacher assistant will be paid their regular salary plus additional compensation at the rate of \$15.00 per hour (middle or high school period).
- D. If one (1) or more teacher assistant(s) is/are absent in a classroom with students present, any remaining teacher assistant who assumes the absent teaching assistant's duties working in that room will be paid at their regular salary plus additional compensation at the rate of \$15.00 per hour (middle and high school period).

## **ARTICLE 18**

### **SENIORITY**

#### **18.1 DEFINITION OF SENIORITY**

Seniority shall be defined as the length of continuous service within the District as a member of the Association. Accumulation of seniority shall begin from the Association Member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual Association Member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

#### **18.2 PART-TIME SENIORITY**

Part-time Association Members employed for at least 600 hours per year shall accrue one year seniority. A member working less than 600 hours per year shall accrue one-half year seniority. Probationary Association Members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

#### **18.3 MAINTAINING AND POSTING OF SENIORITY LISTS**

The Board shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association/Union.

#### **18.4 LOSS OF SENIORITY**

1. Resignation
2. Dismissal for Cause
3. Retirement
4. Being on layoff for a period of time equal to seniority at the time of layoff or for one (1) year, whichever is greater.
5. Employment in a position excluded from the Association for a period greater than six months, unless such period is extended by mutual agreement of the parties.

## **ARTICLE 19**

### **REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

#### **19.1 LAYOFF FOR CAUSE**

For the purpose of this section, Teaching Assistants will be further classified as: Early Childhood Assistants, Partners in Reading, Instructional (Enrollment) Assistants and Special Education Assistants, Native Language Tutors and Speech Language Pathology Assistants.

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to lack of funds or lack of work.
  
- B. In the event the Board determines the need for a reduction in force, the administration shall meet with the Association to discuss the following:
  - 1. Reasons for need to have layoff.
  - 2. Review of seniority list.
  - 3. Review of layoff and recall procedures.

#### **19.2 PROCEDURE FOR LAYOFF**

For the purpose of this section, Teaching Assistants will be further classified as: Early Childhood Assistants, Partners in Reading, Instructional (Enrollment) Assistants and Special Education Assistants, Native Language Tutors and Speech Language Pathology Assistants.

Reductions in force shall be accomplished based upon seniority within affected classifications. In the event of a necessary reduction in force, the Employer shall first lay off probationary Employees within the affected classification; further reductions shall take place in inverse order of seniority within the affected classification. Non-probationary Employees thus reduced shall have the option of displacing the least senior Employee within the Association, provided that such reduced Employee is qualified to perform the job. If the reduced Employee does not exercise this option or is not qualified to perform the job held by the least senior Employee, he or she will be laid off.

#### **19.3 LAID OFF EMPLOYEE/SUBSTITUTION**

A laid off Employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority with the District, provided such Employee is fully qualified to perform the job in question.

##### **A. FRINGE BENEFITS/LAID OFF EMPLOYEES**

Laid off Employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1996.

##### **B. RECALL RIGHTS AND PROCEDURES**

Any subsequent increase in the affected classification shall follow the reverse order of the reduction so that the last to be reduced within the affected classification are the first to be recalled in that classification.

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. Notices of recall shall be sent by registered or certified mail to the Employee's address shown on the Employer's records, and shall state the time, date and place to which the Employee is to report back to work. A recalled Employee shall be given three (3) working days to report to work. An Employee who fails to report within such time Period shall forfeit his/her seniority rights and shall be deemed a voluntary quit.

## **ARTICLE 20**

### **VACANCIES**

#### **20.1 VACANCIES**

For the purpose of this section, vacancies within the Association shall mean any position which needs to be filled to maintain District operations. In the event a vacancy should arise the District shall post a notice on the District website. The notice shall include the job title, whether ten (10) or twelve (12) months, the number of hours to be worked, and date of posting. Qualified Employees shall submit to the Assistant Superintendent or his designee their desire to apply for such vacancy within five (5) working days of said notice being posted. Employees shall be given first consideration over applicants from outside the District. Where qualifications are equal the Employee with the greatest seniority shall be awarded the position.

#### **20.2 POSITION CHANGE**

Members of the Association who apply for and are awarded a different position will be subject to a 60 day trial period. During this trial period the member will continue to receive all benefits to which they are entitled. If it becomes evident during the 60 day trial period that a member is unsuccessful in the new position and has been offered documented remediation by the supervisor and no other appropriate position is available for the member to move to, separation from the District may occur without access to the Grievance procedure.

#### **20.3 TRANSFER TO ANOTHER JOB CLASSIFICATION**

Any Association Member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may be employed at other available work which he/she can do.

## **ARTICLE 21**

### **BENEFITS AND RELATED PROVISIONS**

#### **21.1 LIFE INSURANCE**

A \$25,000 term life insurance policy shall be provided for all Association Members employed thirty (30) hours or more weekly during the school year; beyond age 65, the amendments as approved shall determine the limitation. Initial eligibility date of new employees is the first day of the month following the completion of one (1) month of continuous active service.

#### **21.2 INSURANCE**

The Board shall contribute approximately 90% of the cost of Employee coverage and approximately 80% of the cost of the dependent coverage (effectively, approximately 85% of the total cost) of the hospitalization and major medical group insurance in effect within the District for all Association Members whose position is scheduled to work 30 hours or more per week. Initial eligibility date of new employees is the first day of the month following the completion of one (1) month of continuous active service.

Employees employed more than thirty (30) hours weekly during the school year have insurance coverage until August 31. Coverage for any eligible participant who is hired on a ten (10) month work year basis who terminates employment at the end of the ten (10) month term will remain eligible to continue coverage through the months of July and August, subject to the provisions of the Plan. Premiums are automatically taken out of the June payroll check for the extended time unless the payroll office is otherwise notified.

Monthly insurance premiums are deducted in advance and paid in advance. Coverage extends through the last day of the month in which the employee resigns.

The right to convert these benefits to a private insurance plan shall continue during this Agreement, for employees enrolled in Blue Cross-Blue Shield HMO.

For spouses both employed by the District, both desiring full medical and dental coverage, one spouse shall be considered taking the full family coverage, receiving the 80% Board contribution toward the premium for family coverage. The other spouse will be considered taking the full single coverage, receiving the 90% Board contribution toward the premium for single coverage, thereby having their joint premium costs fully covered by the Board.

Retirees shall be included in the Plan effective on the first day of the month that falls on or next follows the date of retirement if the retiree enrolls on or before the date of retirement or the date the retiree enrolls, if the retiree does so within 31 days after her/his retirement date. If the retiree has not enrolled within 31 days after retirement, he/she will not be eligible for this coverage. Retirees shall be included in the Plan until Medicare eligible by paying the premiums as prescribed by the carrier.

The Board shall contribute \$6.00 per month toward the individual coverage for each Employee under a dental program; any premium for individual coverage above this amount and all dependent coverage cost will be borne by the Association Member. Employees must work more than thirty (30) hours weekly during the school year to qualify for dental coverage. Initial eligibility date of new employees is the first day of the month following the completion of one (1) month of continuous active service.

### **21.3 FLEXIBLE SPENDING**

1. The Board shall maintain a cafeteria plan and flexible spending account which meets the requirements of Section 125 of the Internal Revenue Service Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
2. An Employee may annually elect to participate by choosing to receive benefits not to exceed \$7,500 in any plan year. The amount elected shall be deducted from the Employee's compensation. The plan year shall start on January 1 and end on December 31. Prior to the beginning day of the plan year, each Employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
  - a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
  - b. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined by the Internal Revenue Code.
  - c. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
3. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amount designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the Employee during the succeeding plan year, and such amounts shall become the property of the Plan.
4. The dollar total of the designated benefits elected pursuant to the Plan will be deducted in equal amounts from the Employee's salary payment during the Plan year.
5. Claims for reimbursement must be for services received during the Plan year.
6. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual Employee.

### **21.4 INSURANCE COMMITTEE**

An Insurance Committee composed of the SCEA, SCESP, SCT&M, TASC and Administration shall monitor the insurance program to provide the best possible health benefits at a reasonable cost. Recommendations shall be made as necessary to the Superintendent of Schools.

### **21.5 LIABILITY INSURANCE**

The Board shall provide liability insurance coverage to protect all Employees in fulfillment of their duties under the law of the State.

### **21.6 WORKER'S COMPENSATION**

Worker's Compensation insurance coverage shall be provided to protect all Association Members injured in fulfillment of their duties.

## **21.7 INSURANCE AFTER RETIREMENT**

Retired Employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1986, or as allowed under the Illinois Municipal Retirement Fund.

**ARTICLE 22**  
**COMPENSATION**

**22.1 COMPENSATION**

Salary schedules will be revised to reflect the following increases for members:

2009-2010	5.00%
2010-2011	5.00%

**A. LONGEVITY**

Employees must be hired prior to November 1 to receive credit for longevity for that fiscal year.

(Starting) 4th year through 5th year	\$.20
(Starting) 6th year through 9 years	\$.25
(Starting) 10th year through 13 years	\$.35
(Starting) 14th year through 19 years	\$.40
(Starting) 20 + years	\$.50

**B. SENIORITY**

Automatic step increase for each year of additional experience unless frozen for performance reasons (which may be challenged through grievance procedures).

In order to achieve a step-up on the salary schedule an Association Member must be employed prior to January 1 preceding the July 1 effective date.

**22.2 ENTRY LEVEL SALARIES**

New employees may receive credit for each year of comparable work experienced outside the District to a maximum of three (3) with placement on Step 4 of the salary schedule. Exceptions may be granted (and higher beginning salaries set) for individuals in these named positions. The local Association President will be consulted at least three days prior to an offer of employment pertaining to the following positions:

- Accounting Clerk
- Administrative Assistant to Principal
- Student Information System Specialist
- Native Language Tutors
- Payroll Clerk
- Student Activities Treasurer
- Registrar/Middle School Guidance Secretary

**22.3 ADDITIONAL COMPENSATION TO IDENTIFIED TEACHER'S ASSISTANTS**

A \$.50/hour additional compensation to teacher assistants whose assignment requires them to work directly with:

1. Identified Behavioral Disordered students in self-contained classrooms,
2. Multiple or profoundly handicapped students requiring diapering or other invasive care responsibilities and/or,
3. Early Childhood students.

## **22.4 STIPENDS**

If work is done during regular contract work hours no stipend will be paid. If additional hours to an Employee's contract are needed, overtime will be paid.

## **22.5 DISTRIBUTION OF PAYCHECKS**

- A. Paychecks will be distributed on the 15th and 30th of each month. If the 15th or 30th falls on a weekend or holiday, pay day will be the prior business office workday.
- B. School Term Employees will be able to elect pay over a 12 month period.

## **ARTICLE 23**

### **CONTINUITY OF OPERATIONS**

#### **23.1 NO STRIKE PROVISION**

During the terms of this Agreement, neither the Association or its agents nor any Employee for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Board. Any Employee who engages in any activity prohibited by this section shall be subject to immediate discharge. The Association reserves the right to demand arbitration concerning the discharge, it being understood that the only issue to be decided by the arbitrator will be whether or not the Employee engaged in such prohibited activity.

The Association agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this article including their responsibility to remain at work during any interruption which may be caused or initiated by others. The Association shall be subject to the liabilities imposed by law if it engages in an activity prohibited by this section.

## **ARTICLE 24**

### **EFFECT OF AGREEMENT**

#### **24.1 COMPLETE UNDERSTANDING**

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

#### **24.2 CONTRACTUAL AMENDMENTS**

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

#### **24.3 INDIVIDUAL CONTRACTS**

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

#### **24.4 SAVINGS CLAUSE**

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

- A. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect.
- B. Within ten (10) days of such final determination, the parties shall meet to renegotiate the terms and conditions affected.
- C. If within twenty (20) days after negotiations have begun, no agreement has been reached, the matter will be submitted to final and binding arbitration. If within fifteen (15) days of the deadline for the completion of negotiations the parties cannot agree on an arbitrator, a request shall be submitted to the American Arbitration Association which shall act as administrator of the proceedings.
- D. In any event should the affected provision subsequently become legal, valid, or otherwise enforceable, it shall remain a part of this Agreement unless the parties agree otherwise.

**ARTICLE 25**

**DURATION**

**25.1 DURATION**

This Agreement shall be effective on the first Employee work day of the 2009-2010 school term, or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m., on the day preceding June 30, 2011.

For the St. Charles Educational Support  
Professionals:

For the Board of Education:

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Mary Jo Kohlhagen, President  
Chief Negotiator

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Kathleen Hewell, President

Representing the SCESP:

Representing the Board of Education:

Mary Jo Kohlhagen      Chris Eigenhauser  
Barbara Wyrwicki      Mary Bernard  
Mary Maher              Kris Marbutt  
Catherine Nordlund      Debbie Kudabeck

Brian Harris  
Brad Cauffman  
Tim Neubert

This agreement is signed April 13, 2009.

LETTER OF UNDERSTANDING

RESPONSE TO INTERVENTION (RtI)

District 303 is currently developing a plan for the RtI process. The parties recognize that the implementation of the plan may impact the wages, hours and terms and conditions of employment for members of the unit. The Association reserves the right to demand to bargain regarding the impact.