

**AN AGREEMENT BETWEEN**  
  
**THE BOARD OF EDUCATION OF**  
  
**THE GLENVIEW PUBLIC SCHOOLS**  
  
**(Community Consolidated School District No. 34)**

**AND**  
  
**THE DISTRICT 34 GLENVIEW PROFESSIONAL ASSOCIATION**  
**IEA/NEA**  
  
**2006-2009**

**TABLE OF CONTENTS**

	<b>PAGE</b>
<b>ARTICLE 1 RECOGNITION</b>	1
<b>ARTICLE 2 ASSOCIATION RIGHTS</b>	2
A. Association Leave	2
B. Notice of Board Meetings	2
C. Meeting on District Property	2
D. New Employees	2
E. Labor Management Committee	2
F. Standing Committees	2
G. Communication	3
H. Dues Deduction	3

<b>ARTICLE 3</b>	<b>EMPLOYEE RIGHTS</b>	5
	A. Complaint Against Employee	5
	B. Remediation for Unsatisfactory Performance and Dismissal	5
	C. Personnel Files	6
<b>ARTICLE 4</b>	<b>NEGOTIATION PROCEDURES</b>	7
	A. Bargaining Teams	7
	B. Negotiation Meetings	7
	C. Tentative Agreement	7
	D. Mediation Procedures	7
	E. Authorized Agreement - Copies	7
<b>ARTICLE 5</b>	<b>GRIEVANCE PROCEDURES</b>	8
	A. Definitions	8
	B. Procedures	8
	C. Bypass to Step II	9
	D. Bypass to Arbitration	10
	E. Association Participation - Employee Representation	10
	F. Released Time	10
	G. Grievance Withdrawal	10
	H. Grievance Documents	10
<b>ARTICLE 6</b>	<b>REDUCTION IN FORCE AND SENIORITY</b>	11
	A. Reduction-in-force Procedures	11
	B. Categories of Positions	11
	C. Recall	11
	D. Seniority	12
	E. Resolving Identical Seniority	12
	F. Seniority Lists	12
<b>ARTICLE 7</b>	<b>VACANCIES AND TRANSFERS</b>	13
	A. Posting of Vacancies or Newly Created Positions	13
	B. Application Process	13
	C. Involuntary Transfer	13
<b>ARTICLE 8</b>	<b>PROFESSIONAL DEVELOPMENT</b>	14
	A. Glenview University	14
	B. Student Management and Financial Systems	14
	C. Chemicals, Equipment and Use of Equipment	14

D.	Food Service Sanitation	14
E.	Associate In-Services	14
F.	Health Coordinator	14
<b>ARTICLE 9</b>	<b>EVALUATION</b>	15
A.	Scope	15
B.	Notification	15
C.	Employee Evaluation	15
D.	Evaluation Conference	15
E.	Content of Evaluation	15
<b>ARTICLE 10</b>	<b>LEAVES</b>	16
A.	Sick Leave	16
B.	Unpaid Disability Leave	16
C.	Personal Leave	16
D.	Court Leave	17
E.	Salary Advancement During/After Leave	17
F.	Leaves and School Closings	17
G.	Sick Bank Leave	17
H.	Unpaid Leaves of Absence	17
<b>ARTICLE 11</b>	<b>WORKING CONDITIONS</b>	19
A.	Working Calendar	19
B.	Work Year	19
C.	Work Hours/Lunch Breaks	19
D.	Overtime	19
E.	School Closings	20
F.	Job Descriptions	20
<b>ARTICLE 12</b>	<b>COMPENSATION AND BENEFITS</b>	21
A.	Salary	21
B.	Health Insurance	21
C.	Holidays	21
D.	Uniforms	22
E.	Free Lunch	22
F.	Lead Cooks	22
G.	Retirement	22
H.	Substitute Teaching	23
I.	Health Coordinators	23
J.	Toileting Stipend	23

K. Term Life Insurance 23

**ARTICLE 13 VACATIONS** 24

**ARTICLE 14 EFFECT OF THE AGREEMENT AND DURATION** 25

A. Complete Understanding 25

B. Severability 25

C. Management Rights 25

D. No Strike or Work Stoppage 25

E. Duration 25

**SIGNATURE PAGE** 26

**APPENDIX A** 27

## ARTICLE 1

### RECOGNITION

The Board of Education of Glenview Community Consolidated School District No. 34, Cook County, Illinois, hereby recognizes the Illinois Education Association-NEA, and its affiliated local, the District 34 Glenview Professional Association, as the sole and exclusive bargaining representative for all regularly employed full and part-time non-certificated employees of Glenview Community Consolidated School District No. 34. Such representation shall exclude all certificated employees as defined in Article 21 of the *School Code*, the Administrative Assistants to the Superintendent, Executive Director of Human Resources, Executive Director of Operational Services, the Board of Education Secretary, the Printing/Graphic Specialist, the Maintenance Supervisor, the Custodial Supervisor, the Network Manager, the Network Technicians, the Network Engineer, the Network Data Engineer, the Interns and any other confidential, managerial, supervisory, short-term or student employee as defined by the *Illinois Educational Labor Relations Act*. “Employee” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined. The term “Board” when used hereinafter in this Agreement shall refer to the Board of Education of Glenview Community Consolidated School District 34 or its administrative or supervisory personnel.

## ARTICLE 2

### ASSOCIATION RIGHTS

#### **A. Association Leave**

In the event that the Association desires to send, at its own expense, representatives to National or State Affiliate conferences, conventions or workshops, these representatives shall be excused for such purposes without loss of salary for not more than ten (10) school days in the aggregate. The Association shall pay the District the equivalent of the cost of the substitute(s) for these ten (10) days. No individual member shall be excused for more than five (5) days in any school year. A written request for leave shall be submitted to the Superintendent five (5) days prior to the requested leave date.

#### **B. Notice of Board Meetings**

The President of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting and a copy of the unapproved minutes of Board Meetings, if any, at least forty-eight (48) hours prior to the scheduled time of such meeting.

#### **C. Meeting on District Property**

The Association and its representatives shall have the right to hold a reasonable number of official meetings per year on District property, related to the Association's role as bargaining agent for bargaining unit employees, provided that such meetings in no way interfere with District use of said property and provided that when special, custodial service is required, the Association will reimburse the District for the cost of same. If an employee works later than scheduled meeting time, the employee may make arrangements agreeable with his/her supervisor so that said member can attend the meeting.

#### **D. New Employees**

The Board shall provide the Association with the names, addresses and positions on salary schedule of newly hired employees within 14 days of their employment.

#### **E. Labor Management Committee**

Once each trimester, the Board and Association representatives (not to exceed five on each side) shall meet to discuss matters of mutual concern. The parties shall agree upon an agenda of matters to be discussed at the meeting at least seven (7) days prior to the meetings. Matters involving a pending grievance or other litigation between the parties shall not be discussed at this meeting.

#### **F. Standing Committees**

The Association shall have representative(s) and a vote on District Standing Committees as follows: Sick Leave Bank Review Board (2 members), Insurance (2 members), and District Coordinating Council (1 member).

**G. Communication**

For the purpose of communicating Association business, the Association shall be allowed use of the following:

- a. The District mail service and employee mail boxes.
- b. A bulletin board in the employee lounge, dining room or appropriate work area of each District facility to post notices and other Association information.
- c. The District printing equipment provided it will not interfere with instructional or other needs of the District and the Association reimburses the Board for any charge to its equipment occasioned by such use and the cost of all consumables and/or machine unit or like charges.
- d. The use of an e-mail alias by one authorized representative of the Association. The Association shall notify the Board in writing no later than the start of school of the authorized representative.

**H. Dues Deduction**

1. Any member of the bargaining unit who is a member or has applied for membership in the Association shall sign and deliver to the District a written authorization for continuous or annual dues deduction. The Association will provide the appropriate authorization forms. The continuous authorization shall remain in effect from year to year unless the employee revokes said authorization in writing between the start of the school year and September 15 of any year.
2. By October 1<sup>st</sup> of each year, the Association shall provide the Board with a list of members from whom current membership dues of the Association and its affiliates shall be deducted. The member may pay the dues in one lump sum, or the Association dues will be prorated and deducted from thirteen (13) consecutive paychecks beginning with the second paycheck in October. The dues authorization shall be irrevocable for the current school year. However, termination of employment for any reason shall constitute revocation of authorization for dues deduction.

A.

All dues deducted by the Board shall be transmitted to the treasurer of the Association in seven (7) installments during the months of November through May. The Association agrees to hold harmless and defend the Board from any and all claims, suits or other actions which may arise from the deduction of dues under this section, provided only that the Board shall make such deductions and remittances as are provided herein.

## ARTICLE 3

### EMPLOYEE RIGHTS

#### A. Complaint Against Employee

Any complaint to an administrator or board member deemed by the Administrator or Board member to justify investigation and/or disciplinary action shall be brought to the attention of the employee involved. Except in cases of extreme emotional instability or alleged criminal action, or when the safety and health of the pupils and/or other person(s) are in jeopardy or other emergency situation, no disciplinary action shall be taken until the information contained in the complaint has been discussed with the employee

#### B. Remediation for Unsatisfactory Performance and Dismissal

If the Board seeks to dismiss an employee who has been employed for at least 2 years for unsatisfactory performance, the Board shall notify the Association and the employee of his or her deficiencies and shall offer the employee an opportunity to remediate his or her deficiencies prior to notice of termination. Unsatisfactory performance shall be determined by the Board in its sole discretion.

In such case, the employee shall be given an opportunity to meet with his/her immediate supervisor to discuss his/her deficiencies. The employee will be given sixty (60) calendar days to remediate his/her deficiencies during which time the Board shall evaluate the performance of the employee.

If after such remediation, the employee's performance has not improved sufficiently in the sole opinion of the Board, the employee shall be dismissed. Such employee shall have the right to meet with the Board in closed session prior to his/her proposed dismissal and the right to be represented at this meeting by a representative of the Association. The Board's decision shall be final and not grievable.

Nothing herein shall prevent the Board from immediately dismissing such employee for reasons which it deems, in its sole discretion, not directly involving performance, including, but not limited to such reasons as repeated unexcused absences and intentional failure to follow Board policies or directives, or which it deems, in its sole discretion, to be irremediable, including, but not limited to sexual harassment, carrying a weapon and conduct that is injurious to the health, safety and welfare of the students, Such employee shall also have the right to meet with the Board in closed session prior to his/her proposed dismissal and the right to be represented at this meeting by a representative of the Association. The decision of the Board on the need for remediation and the dismissal shall be final and not grievable.

#### C. Personnel Files

There shall be one official personnel file maintained for each employee. An employee shall have the right, upon reasonable notice, to review the post-employment contents of his/her personnel file. Such review shall be during normal business hours and in the presence of a designated employee of the Board. No employee shall remove any material from a personnel file. Such review shall not be applicable to confidential material, such as recommendations for employment. Upon written request, the employer shall reproduce for the employee one (1) copy of any materials in his/her personnel file. An Employee shall have the right to respond to any

critical or derogatory material contained in his/her personnel file and to have such response placed in his/her personnel file. Employees shall be notified within ten (10) workdays (days in which the Administration Center is open) of any disciplinary matters placed in their personnel file.

## ARTICLE 4

### NEGOTIATION PROCEDURES

#### A. Bargaining Teams

Each party in negotiations shall select its respective representatives provided that the Board shall not select a GPA employee, as herein defined, as its representative.

#### B. Negotiation Meetings

Unless both parties agree to an alternate date, the parties shall commence negotiations by meeting no later than February 1 of the last year of the Agreement. Meetings shall be held as necessary at times and places agreed to by both parties. When negotiations are conducted during regular working hours, release time shall be provided for the Association's negotiating committee members.

#### C. Tentative Agreement

When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

#### D. Mediation Procedures

If agreement is not reached on all items within forty-five (45) days prior to the commencement of the school year and all items sought to be negotiated had been thoroughly explored without reasonable expectation of reaching agreement, either party may call for the appointment of a mediator. When mediation has been called for, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its regular staff. The mediator shall have no authority to make public statements regarding either party's negotiating positions.

#### E. Authorized Agreement – Copies

A copy of this agreement will be distributed to all employees,<sup>1</sup> including employees upon initial hire. The cost of providing these copies shall be shared equally between the District and the Association.

## ARTICLE 5

### GRIEVANCE PROCEDURES

#### A. Definitions

1. Any claim by the Association or any employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
2. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievance automatically to proceed to the next step. These time limits may be extended by mutual written agreement.
3. All time limits shall consist of days when the District's Administration Center is open.

#### B. Procedures

The parties hereby acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

- Step I—Within twenty (20) days following the occurrence of the event giving rise to the grievance, the employee or the Association may present the grievance in writing to the immediate supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The written grievance shall include: 1) the factual basis for the grievance; 2) the provisions of this agreement which are alleged to have been violated or misapplied; and 3) a specific remedy requested. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the immediate supervisor's written response, including the reasons for the decision.
- Step II—If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after the receipt of the Step I answer. The Superintendent or designee shall arrange with the Association representatives for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and internal representatives as it deems necessary to develop the facts pertinent to the grievance. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent or designee'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 through the American Arbitration Association ("AAA"), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.

- a. The arbitrator shall have no power to alter the terms of this Agreement nor to amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the parties involved and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of this Agreement.
- b. The Board and the Association shall bear equally the costs of arbitration proceedings. All legitimate expenses incurred by the arbitrator and his/her fee shall be shared equally by the Board and the Association. Each party shall be responsible for compensating its own legal counsel, representatives and witnesses, if they are necessary to process the grievance.
- c. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such shall be paid as part of the costs for the arbitration proceedings.
- d. All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned plus interest, less any state unemployment compensation or other salary s/he may have earned on a replacement job during the period of back pay.

**C. Bypass to Step II**

If the Association and the immediate supervisor agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.

**D. Bypass to Arbitration**

If the Superintendent or his designee and the Association agree, a grievance may be submitted directly to arbitration.

**E. Association Participation - Employee Representation**

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

**F. Released Time**

Should the processing of any grievance require that employees be released from their regular assignment, such employee shall be released without loss of pay or benefits.

**G. Grievance Withdrawal**

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

**H. Grievance Documents**

Grievances and documents pertaining solely to the processing of grievances shall be kept separate from employee personnel files.

## ARTICLE 6

### REDUCTION IN FORCE AND SENIORITY

#### A. Reduction-in-Force Procedures

Reduction in force shall be made on the basis of seniority accrued. Employees with the least seniority in the affected classification shall be removed in such sequence (i.e. least to most senior) until the necessary reduction has been made, provided more senior employees are qualified to hold the positions of the less senior employees. In determining an employee's qualifications for purposes of reduction-in-force, the Board shall consider any statutory or regulatory employment prerequisites, and the specific skills required for the position as determined by the District in its policies, rules, regulations, or job descriptions.

#### B. Categories of Positions

Employees shall be ranked by their seniority as either full-time (as determined by full-time for their particular category) or part-time within the following categories of positions:

- 1) Education Associate
- 2) Administrative Assistant I
- 3) Administrative Assistant II
- 4) General Accounting/Payroll Coordinator
- 5) Health Coordinator
- 6) Maintenance Worker
- 7) Accounts Payable Coordinator
- 8) Senior Secretary
- 9) Warehouse Coordinator
- 10) Custodian
- 11) Receptionist
- 12) Cook

#### C. Recall

To be eligible for recall, the honorably dismissed employee must provide the Board, prior to the last day of employment, with written notification of the address where the employee may be reached. The employee must notify the Board in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position offered to the employee during the recall period.

Any employee recalled during the recall period shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the employee did not work shall not be counted towards seniority.

**D. Seniority**

Seniority shall be defined as the total length of continuous service as either a part-time or full-time employee within a category of position as set forth in Section B of this Article. Seniority shall not be interrupted by approved Board leave, but time on unpaid leave of absence of ninety (90) consecutive days or more shall not count toward the accrual of seniority. Seniority shall begin with the first working day in such category of position. Part-time employees shall accrue seniority on a pro rata basis. If an employee transfers from one category to another (as set forth in section B) beginning with the 2004-05 school year, the employee shall retain seniority in the category from which he/she transferred until the seniority of the employee in the two categories are equal. If an employee transfers from a part-time to a full-time position (or vice versa) within the same category, the employee shall be able to utilize the seniority accrued in his/her prior position in his/her new position.

**E. Resolving Identical Seniority**

1. If total years of continuous service referred to in Section D of this Article are equal between two (2) or more employees, then seniority shall be determined by total continuous service with the District in any capacity.
2. If total years of continuous service referred to above are equal between two (2) or more employees, then a lot drawing witnessed by the Association President and a representative from the Administration shall determine seniority.

**F. Seniority Lists**

The Board shall furnish the Association with annual seniority lists by February 1 and such lists shall show the names of employees in order of their District seniority.

## ARTICLE 7

### VACANCIES AND TRANSFERS

#### A. Posting of Vacancies or Newly Created Positions

If a vacancy occurs in a position covered by this Agreement as a result of a resignation, termination, promotion, or new position, such vacancy shall be listed in the “Up to the Minute,” or “Up to the Month,” and posted on the internet for at least seven (7) calendar days unless the needs of the District require otherwise. The Board will consider all qualified employees who apply for job openings within the bargaining unit. The Association President shall also receive a copy of all vacancy notices.

#### B. Application Process

Qualified employees may apply for a vacancy covered by this Agreement by submitting a written application to the Executive Director of Human Resources in accordance with the timeline established in the posted notice. An employee may at any time also notify the Director of Human Resources in writing if he/she is interested in a transfer to an existing bargaining unit position.

#### C. Involuntary Transfer

Any employee who is involuntarily transferred will be given an opportunity to meet the Director of Human Resources or designee to discuss the transfer within 14 calendar days of any written request to do so.

## ARTICLE 8

### PROFESSIONAL DEVELOPMENT

**A. Glenview University**

Employees may attend Glenview University in accordance with its rules.

**B. Student Management and Financial Systems**

Administrative assistants and health coordinators will be offered training regarding update of the student management and financial systems.

**C. Chemicals, Equipment and Use of Equipment**

The District will provide mandatory training for use of chemicals, equipment and building safety issues for maintenance and custodial employees.

**D. Food Service Sanitation**

The Board will reimburse fees related to food service sanitation class and recertification classes every five (5) years including cost of state licenses and renewals.

**E. Associate In-Services**

There will be at least one in-service class for Associates held each year of the contract. Associates will be paid at their hourly rate if an in-service is held during non-school hours or during the summer.

**F. Health Coordinator**

The Board shall reimburse fees or provide for certification for Health Coordinators in CPR, AED and First Aid. The Board shall pay all fees related to vision and hearing re-certification and training for Health Coordinators.

## ARTICLE 9

### EVALUATION

#### A. Scope

The performance of each support staff shall be monitored on an ongoing basis. An employee's evaluation shall be based on the quality of work as determined by informal observation; relationship with students, teachers, other support staff and administrators; professionalism; and other areas as outlined in the formal evaluation instrument.

#### B. Notification

As part of the support staff intake process, all new employees will be informed of and furnished with a copy of the evaluation procedures, standards, instrument and job description. Each employee shall sign a statement indicating participation in the orientation regarding an understanding of the evaluation procedure.

#### C. Employee Evaluation

Employees shall be formally evaluated at least once during each employment year.

#### D. Evaluation Conference

All evaluations shall be written and given to the employee at the conference. The employee shall sign the evaluation indicating that the evaluation has been read. An employee shall have the right to respond in writing and to have the response attached to the file copy of his/her evaluation.

#### E. Content of Evaluation

The content of any evaluation or observation report is not grievable.

## ARTICLE 10

### LEAVES

#### A. Sick Leave

Employees shall earn a total of one (1) day per month of sick leave based on the months of employment in their contract. Such leave shall be granted without loss of pay. At the end of each year, annual sick leave, which has not been used, shall be added to the previously accumulated sick leave at the rate of 1.5 days for each one (1) day of unused sick leave. All totals will be rounded to the nearest whole number. Unused sick days may be accumulated to a total of 275 days.

Additional sick leave days shall not be accrued by any employee after he/she qualifies for benefits under Worker's Compensation or the Illinois Municipal Retirement Fund or is on unpaid leave.

Employees who have exhausted all personal sick leave days may apply to the Sick Leave Bank Review Board for additional days.

In case of an accident or injury to an employee which shall have occurred in the course of and arising out of employment, and while the employee was acting pursuant to Board Policy, the employee shall be entitled to utilize sick leave until the employee shall begin to receive payments under the provisions of Worker's Compensation. At such point, the employee may utilize sick leave for the portion of his/her salary not covered by Worker's Compensation.

#### B. Unpaid Disability Leave

On the recommendation of the Superintendent, the Board of Education may grant leaves of absence without pay for reasons of health to persons who have been employed at least three (3) years when all accumulated sick leave shall have been used. The duration of disability leave will be for a period not to exceed six (6) calendar months from the date sick leave is exhausted. During this leave the Board shall continue to provide health insurance benefits in accordance with Section B of Article 12 of this Agreement.

#### C. Personal Leave

Each employee shall be entitled to two (2) days of personal leave without loss of pay per year. Personal leave may be accumulated up to five (5) days. Unused personal leave days beyond five (5) will be accumulated as sick leave. Personal days shall convert to accumulated sick leave days at the rate of one sick day per one day of unused personal leave.

Written notification for such leave shall be submitted to the principal at least five (5) employment days prior to the desired onset of such leave on form entitled "Personal Leave." Two (2) week notification is required for use of more than 2 consecutive personal leave days. In an emergency, such written notification shall be submitted as soon as practicable. Personal leave shall not be taken during the first five (5) or last five (5) employment days, the day immediately preceding or the day following a school vacation or holiday or in conjunction with an extended leave without pay. These restrictions shall not apply to recognized religious holidays of the employee's faith, attendance at a wedding or graduation of a member of the immediate family, a funeral not covered by sick leave, or an emergency which shall be explained. Personal leave shall not be used during a work stoppage of any kind.

Personal leave shall not be applicable to employees who qualify for benefits under Worker's Compensation, or the Illinois Municipal Retirement System.

**D. Court Leave**

Court leave for jury duty or witness duty in any local, state or federal court shall be granted with full pay with the understanding that the Board reserves the right to attempt to get the employee excused from said jury duty and provided the employee remits to the school district any reimbursements given to the employee for said activity excluding up to \$10.00 per day for out-of-pocket costs for transportation and parking, subject to submission of vouchers of same. Court leave shall not apply when the person is party to a lawsuit.

**E. Salary Advancement During/After Leave**

For purposes of advancement on the salary schedule, an employee who shall be employed less than a full year shall be entitled to advancement thereon according to the following:

1. A ten-month employee who has been employed more than 116 days in the year in which the leave is taken shall advance a step on the schedule.
2. A twelve-month employee who has been employed more than 170 days in the year in which the leave is taken shall advance a step on the schedule.

**F. Leaves and School Closings**

When the Superintendent officially closes the schools, no sick, personal, or religious leave days previously arranged shall be deducted for any day that schools are closed.

**G. Sick Bank Leave**

Participants who have exhausted all personal sick leave days may apply to the Sick Leave Bank Review Board for additional sick leave days. The Sick Leave Bank Review Board shall consist of three teachers (one primary, one intermediate and one middle school) elected by the process established by the GEA; a principal, elected by a process established by Administrative Council; two representatives from the non-certified staff, one of which is an associate, elected by a process established by the GPA; and the Executive Director of Human Resources. The Board shall operate by consensus. The Sick Leave Bank shall be implemented for the 2001-02 year by a contribution of one day or pro-rata share for employees 50% or more employed as of July 1, 2001 or hired after July 1, 2001.

A participant withdrawing from the District for whatever reason will not be able to withdraw contributed days. The guidelines for use of the Sick Leave Bank shall be developed by the Sick Leave Bank Review Board and shall be subject to approval by the Board. Participants shall not hold the Sick Leave Bank Review Board or the Administration of School District 34 liable for any decision made by the Sick Leave Bank Review Board. All leave taken under the above provisions shall be deducted from the participant's twelve (12) week entitlement to unpaid Family Medical leave.

## **H. Unpaid Leaves of Absence**

Upon written application, a leave of absence of up to one (1) year without pay may be granted by the Board. The grant or denial of a leave is within the discretion of the Board and not subject to the grievance procedure.

Sick leave shall not be applicable during the period of leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the District.

Return to the District shall be in accordance with the previously agreed upon plan. Failure to advise the Superintendent or his/her designee to return as required by the plan shall be treated as an election not to return to employment and as a resignation from the District.

Any employee working 100 or more days in the year during which they are taking leave shall be granted movement on the salary schedule.

## ARTICLE 11

### WORKING CONDITIONS

#### A. Working Calendar

The official work calendar will be established yearly and will become an Appendix to this Agreement. Prior to the establishment of the work calendar, the Association will be given an opportunity to provide input.

#### B. Work Year

The work year shall be as follows:

Education Associates – 181 days

Elementary/Intermediate Administrative Assistants – 213 days

Middle School Administrative Assistants – 225 days

Central Office Administrative Assistants – 260 days

Custodians – 260 days

Food Services – 183 days

Health Coordinators – 185 days

The Board may reduce the work year through reduction-in-force.

#### C. Work Hours/Lunch Breaks

All regularly employed employees shall be given their standard daily hours of work at the beginning of the school year. Hours worked beyond the employee's standard workday shall be recorded on an "Extra Time" time sheet. All employees shall be given at least a (30) minute duty free lunch period. Breaks will be worked into schedules as appropriate.

#### D. Overtime

Pay for overtime work will be at the employee's regular rate until the total number of hours worked (regular and overtime) reaches 40 hours for the week. Beyond 40 hours, overtime pay shall be paid at time and one half the employee's regular rate of pay (daily rate divided by the number of hours per day for the job classification). Emergency callouts shall carry an automatic two (2) hours minimum rate except for one (1) hour minimum rate for fire and safety callouts.

#### E. School Closings

On days when school sessions are cancelled due to emergency situations and certified personnel are not required to report for work, all employees, excluding custodial/maintenance, warehouse workers, and central office staff, are also not required to report for work.

**F. Job Descriptions**

Job descriptions may be reviewed and modified, as necessary, by the Board as long as the Board provides the Association the opportunity to review any proposed modifications and give input to the Board. Additionally, the Association may propose recommendations on changes to job descriptions to the Director of Human Resources for the duration of this Agreement.

A copy of all job descriptions in the bargaining unit shall be provided to the Association President.

## ARTICLE 12

### COMPENSATION AND BENEFITS

#### A. Salary

The salary schedules for the 2006-07, 2007-08 and 2008-09 school years are set forth in Appendix A to this Agreement. Employees in Job Grade 15 through 18 shall have their hourly rates increased by three and eighty-five one hundredths of one percent (3.85%) in the 2006-07, 2007-08, and 2008-09 school years.

#### B. Health Insurance

All employees who were employed in the District prior to July 1, 2004 and are regularly employed to work at least 25 hours per week shall receive Board-paid single premiums for health insurance for the duration of the Agreement.

All employees who were employed in the District prior to July 1, 2004 and were eligible for pro-rated health insurance benefits during the 2003-04 school year shall be eligible to continue to receive such pre-rated benefits in accordance with Board policies in effect during the 2003-04 school year.

All full-time custodians, maintenance and warehouse workers, who were employed in the District prior to July 1, 2004 shall be eligible to receive Board-paid HMO family coverage and for the duration of the Agreement so long as they remain full time (40 hours per week).

All employees employed on or after July 1, 2004 and are regularly employed to work at least twenty-five (25) hours per week shall receive Board-paid single health insurance premiums for the 2004-05 school year. For the 2006-07 school year, the Board shall pay the cost of single health insurance premiums and up to a maximum increase of ten percent (10%) of its cost of single health insurance premiums for the prior year for each year thereafter for such employees. All employees who qualify for paid single medical coverage shall also be provided with single dental coverage at no cost to the employee.

#### C. Holidays

Twelve-month employees shall have the following paid holidays:

Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas, New Year's Day, Martin Luther King, President's Day, Casimir Pulaski Day, and Memorial Day. If Independence Day, Christmas Day, or New Year's Day fall on either a Saturday or Sunday, either the preceding Friday or the following Monday shall be declared a holiday for employees.

One discretionary day to be taken with the approval of supervisor in lieu of Casimir Pulaski Day. (Complete Vacation/Discretionary Day form and return to Personnel Office. Day must be taken on or after actual holiday during the fiscal year.)

Rosh Hashanah, Yom Kippur (when they fall on a weekday), Good Friday, and Friday after Thanksgiving.

#### D. Uniforms

The Board shall provide a clothing account of \$200 for full-time cooks and \$120 for part-time cooks with a designated vendor. The Board will provide 3 sets of uniforms for custodians, maintenance and warehouse employees.

**E. Free Lunch**

Cooks and day custodians, maintenance and warehouse employees shall be provided with a free school lunch. Night custodians who make a prior order shall also receive a free school lunch. Free lunches are not transferable to other employees or students.

**F. Lead Cooks**

Lead cooks shall be paid a stipend equal to five percent (5%) of their salary. Employees filling in for a lead cook shall be paid the above stipend for each hour they work as lead cook after 10 continuous days.

**G. Retirement**

The District will provide the following benefits to employees requesting to use this voluntary termination of employment program.

1. If an employee has provided fifteen (15) or more full years of service to the District, the Board shall make partial payment toward the employee's health insurance premium whether the retiree chooses to stay on the District plan in accordance with law or to purchase a plan of his/her choice. Such payment shall be 5% of the premium for individual coverage under the District's base plan after the 15 full years of service and 5% for each additional year of full time service thereafter to 50% of the premium, provided that no premium increase shall exceed 15% of the previous year's premium. Such payment shall be provided for a period not to exceed twelve (12) years of age 67, whichever comes first.
2. Retirement Bonus: the Board shall grant a retirement recognition salary increase equal to two hundred dollars (\$200.00) per year of service within the District for the first twenty (20) years of service; three hundred dollars (\$300.00) per year of service within the District for the 21<sup>st</sup> through 30<sup>th</sup> year; four hundred dollars (\$400.00) per year of service with the District for the 31<sup>st</sup> year and each year thereafter. The bonus will be given provided a letter of resignation is submitted at least 3 months prior to the effective date of retirement (i.e., notification by April 1<sup>st</sup> for retirement of July 1<sup>st</sup>) and the employee is eligible for retirement benefits under provision of the Illinois Municipal; Retirement Fund. Part-time employees' retirement bonus would be calculated on a pro-rata basis.

**H. Substitute Teaching**

If an employee is assigned to temporarily serve in the capacity of substitute teacher for a full day, such employee shall receive a flat stipend of \$25 per day in addition to their regular hourly pay. If an employee serves as a substitute for a half day (four hours), such employee shall receive \$12.50 per half day in addition to their regular rate of pay. Hours may not be accumulated from day to day.

**I. Health Coordinators**

The workday for health coordinators at the elementary buildings shall be 6.5 hours per day, and the workday for health coordinators at the middle schools shall be 7 hours per day.

**J. Toileting Stipend**

Education Associates who perform toileting duties for students will be awarded a stipend of ten percent (10%) of their annual salary.

**K. Term Life Insurance**

Full-time employees shall receive term life insurance equal to their annual contract salary rounded to the nearest \$1000.

## **ARTICLE 13**

### **VACATIONS**

Vacation provisions apply to twelve-month employees only.

For purposes of computing years of service, the employment date for the employee shall be used.

Vacation time shall be accrued only when an employee is on the job. Vacation days shall not be accrued when an employee qualifies for benefits under Workman's Compensation or the Illinois Municipal Retirement Fund.

- a. No vacation time shall be taken in the first three months of employment except with approval prior to the beginning of employment.
- b. Employed one through four years – 10 days per year.
- c. Employed five through eleven years – 15 days per year.
- d. Employed twelve or more - 20 days per year.

Vacation days apply to normal workdays: not Saturdays, Sundays or holidays.

Vacation days should be taken within 14 months of the beginning of the fiscal year in which earned. With prior approval of the supervisor or principal, unused vacation days may be carried forward but shall not accumulate to more than fifty (50) days. For determining the number of years in the District an employee must have been employed 120 days or more in their first year of employment.

Requests for vacation time should be made in writing to the employee's supervisor, two weeks in advance of the vacation time desired.

Upon termination of employment, an accounting will be made of vacation days accrued to the date of termination. (If the final year is less than a whole year, the number of days earned shall be computed on a pro-rated basis). Credit will be given at the employee's normal daily rate of pay for earned vacation days that have not been used.

## ARTICLE 14

### EFFECT OF THE AGREEMENT AND DURATION

#### **A. Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

#### **B. Severability**

If any provision of this Agreement should be found contrary to law by a court of competent jurisdiction, such provision or application will be deemed invalid but all other provisions hereof not affected by such invalidation will continue in full force and effect.

#### **C. Management Rights**

Except as otherwise specifically provided in this Agreement or otherwise specifically agreed to in writing between the parties to this Agreement, all functions, rights and powers of the Board including but not limited to the determination of educational policy, the operation and management of the schools, and the control, supervision, and direction of all certificated and non-certified staff are vested exclusively with the Board.

#### **D. No Strike or Work Stoppage**

The Association and each employee agree that there shall be no strikes, work stoppages or refusal to fully perform job functions by the Association and each employee during the term of this Agreement.

#### **E. Duration**

This Agreement will be effective as of July 1, 2006 and will continue in effect until June 30, 2009. This Agreement will expire at such expiration date unless it is extended for a specific period or periods of time by mutual written agreement of the parties or is replaced by a Successor Agreement.

	Job Grade	Entry Area		Maximum
2006-07	18	19.25		31.94
2007-08		19.63		32.57
2008-09		20.02		33.23
2006-07	17	16.73		27.73
2007-08		17.06		28.29
2008-09		17.40		28.85
2006-07	16	14.51		24.08
2007-08		14.80		24.56
2008-09		15.10		25.06
2006-07	15	12.93		20.78
2007-08		13.19		21.19
2008-09		13.46		21.62

<b>Job Grade 18</b> - Maintenance Electrician		<b>Job Grade 15</b> - Curriculum Asst., Health Coord., Curriculum Asst.,	
<b>Job Grade 17</b> - Administrative Asst. II, Board Secretary		Sr. Secretary, Warehouse Coordinator	
General Accounting/Payroll		<b>Job Grade 14B</b> - Education Associate	
<b>Job Grade 16</b> - Admin. Asst. I, Maintenance Worker,		<b>Job Grade 14A</b> - Custodian	
Accounts Payable		<b>Job Grade 13</b> - Receptionist	
		<b>Job Grade 12</b> - Cook	

	JOB GRADE 14B					EDUCATION ASSOCIATE																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2006-07	11.25	11.45	11.68	11.92	12.29	12.68	13.10	13.51	13.94	14.39	14.85	15.32	15.82	16.33	16.84	17.38	17.91	18.44	19.00	19.57	20.15	20.76	21.38	22.02	22.68
2007-08	11.45	11.68	11.90	12.13	12.38	12.76	13.17	13.60	14.03	14.47	14.95	15.42	15.91	16.43	16.95	17.49	18.05	18.60	19.15	19.73	20.32	20.93	21.56	22.20	22.87
2008-09	11.68	11.90	12.13	12.35	12.60	12.86	13.25	13.68	14.12	14.57	15.03	15.52	16.02	16.52	17.06	17.61	18.17	18.75	19.31	19.89	20.49	21.10	21.74	22.39	23.06
	JOB GRADE 14A					CUSTODIAN																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2006-07	11.13	11.34	11.56	11.80	12.17	12.57	12.96	13.38	13.81	14.26	14.71	15.17	15.67	16.16	16.68	17.22	17.77	18.34	18.93	19.53	20.15	20.75	21.37	22.02	22.68
2007-08	11.36	11.56	11.78	12.00	12.25	12.64	13.05	13.46	13.89	14.34	14.81	15.27	15.76	16.27	16.78	17.32	17.88	18.45	19.05	19.66	20.29	20.92	21.55	22.20	22.86
2008-09	11.57	11.80	12.00	12.23	12.47	12.72	13.13	13.55	13.98	14.43	14.90	15.38	15.86	16.36	16.90	17.43	17.99	18.57	19.16	19.78	20.42	21.07	21.73	22.38	23.05
	JOB GRADE 13					RECEPTIONIST																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2006-07	10.29	10.47	10.69	10.89	11.33	11.60	11.97	12.36	12.75	13.16	13.58	14.01	14.46	14.92	15.40	15.89	16.37	16.86	17.36	17.88	18.42	18.97	19.54	20.13	20.73
2007-08	10.47	10.69	10.87	11.10	11.31	11.77	12.05	12.43	12.83	13.24	13.66	14.11	14.55	15.01	15.50	15.99	16.50	17.00	17.51	18.03	18.57	19.13	19.70	20.29	20.90
2008-09	10.69	10.87	11.10	11.29	11.52	11.75	12.22	12.51	12.91	13.33	13.75	14.19	14.65	15.11	15.59	16.09	16.61	17.14	17.65	18.18	18.73	19.29	19.87	20.46	21.08
	JOB GRADE 12					COOKS																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
2006-07	9.21	9.38	9.56	9.76	10.06	10.39	10.73	11.06	11.42	11.80	12.17	12.57	12.97	13.39	13.81	14.26	14.72	15.18	15.67	16.15	16.67	17.17	17.68	18.21	18.76
2007-08	9.38	9.56	9.74	9.93	10.14	10.45	10.78	11.14	11.49	11.86	12.25	12.64	13.05	13.47	13.90	14.34	14.81	15.28	15.77	16.27	16.77	17.31	17.83	18.36	18.91
2008-09	9.56	9.74	9.93	10.11	10.32	10.53	10.85	11.20	11.57	11.93	12.32	12.72	13.13	13.55	13.99	14.44	14.90	15.38	15.87	16.37	16.90	17.42	17.98	18.52	19.07