CONTRACT YEARS

2020/2021 2021/2022 2022/2023 2023/2024 2024/2025

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

WATERLOO COMMUNITY UNIT SCHOOL DISTRICT NO. 5

AND

WATERLOO ASSOCIATION OF SERVICE PERSONNEL

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RECOGNITION

1.1 Recognition

The Board of Education, Waterloo Community Unit School District No. 5, Monroe County, Illinois, hereinafter referred to as the "Board", recognizes the Waterloo Association of Service Personnel affiliated and charted with the Illinois Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all full-time and part-time regularly employed custodians, maintenance and grounds personnel, cafeteria employees, paraprofessionals/teacher aides, medical technicians, nurse's aides, licensed practical nurses, and nurses (who do not possess a type 73 teaching certificate).

It is expressly understood and agreed that all functions, rights, powers of authority or the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

Regularly employed part-time employees shall be included in the bargaining unit, but their salaries and benefits shall be based on their fractionalized employment status.

1.2 Definitions

The term employee when used hereinafter in the Agreement, shall refer to all employees represented by the Association negotiating agent as determined in paragraph 1.1 above.

For the purpose of this Agreement, regularly employed shall mean an employee who works five (5) days per week and at least thirty-five (35) weeks per year.

For the purpose of this Agreement, a full-time employee must work at least five (5) hours per day.

For the purpose of this Agreement, a part-time employee works less than five (5) hours per day and at least two (2) hours per day.

1.3 Sole Bargaining Agent

The Board agrees not to negotiate with any other employees' organization, or group of employees with regard to negotiable items as defined in Article II, Section 1, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

1.4 Temporary Employees

The parties agree that it may be necessary for the Board of Education to utilize temporary employees. Employees shall be considered temporary short-term employees if they are employed for fewer than ninety (90) consecutive work days during a calendar year and do not have a reasonable assurance that they will be rehired by the Board of Education for the same service in the subsequent calendar year. After the period of ninety (90) consecutive work days of employment at the same position, the employee shall enter into the probationary status and shall be subject to the provisions of the Agreement.

NEGOTIATIONS PROCEDURE

2.1 Representatives

Each party shall select its own representation. The Association may seat two members per each group represented with a maximum of eight (8) seated at the table and the remaining as non-participating observers.

2.2 Authority to Negotiate

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals and to seek tentative agreements. Tentative agreements shall be reduced to writing and initiated as appropriate at each meeting and when all items are completed the package of all tentative agreements shall be submitted to the Association for ratification and the Board for adoption.

2.3 <u>Negotiation Procedure</u>

Negotiations shall begin on a mutually agreed date by both parties. All items proposed for negotiations shall be presented in writing by the Association at the first meeting. The Board shall present in writing its counter proposals within thirty (30) calendar days of the date on which the Board received the Association's package.

If negotiations are scheduled during times that an appointed representative of the Association is scheduled to work, the Superintendent or designee may approve changes in the work schedules. No overtime pay or additional costs shall be paid to any employee to fulfill his/her request for changes in the work schedule.

2.4 Mediation Assistance

When an impasse has been declared or either party believes a mediator is needed to assist the parties in reaching agreement, the Federal Mediation and Conciliation Service shall be requested jointly by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives, or both, either jointly or separately, and assist the parties in reaching an agreement.

2.5 Contract Distribution

Within thirty (30) days of ratification of the Agreement, the Board shall present a draft copy of the Agreement to the Association to proofread. Once the draft has been approved, it shall be posted on the District's website.

All new employees shall be provided a copy of the Agreement within twenty (20) working days after employment in the District.

PROFESSIONAL GRIEVANCE

3.1 Definitions

- A. Any claim by an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits shall consist of days when the unit office is open for business.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

3.2 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

- A. <u>Step 1</u>: The employee shall present the grievance in writing within fifteen (15) days of the occurrence of the event giving rise to the grievance, specifying the article and clause alleged to have been violated and stating the remedy sought to the supervisor immediately involved who will arrange for a meeting to take place within fifteen (15) days after receipt of the grievance. The supervisor shall provide a written answer to the grievance of the aggrieved employee within fifteen (15) days after meeting.
- B. Step 2: If the grievance is not resolved at Step 1, the aggrieved employee and Association representative, if one is requested by the aggrieved employee, shall refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step 1 answer, or within fifteen (15) days after the Step 1 meeting, whichever is later. The Superintendent shall arrange for a meeting with the aggrieved employee and an Association representative, if one is requested, to take place within fifteen (15) days of his/her receipt of the appeal. The Superintendent shall provide a written answer to the grievance of the aggrieved employee with fifteen (15) days after meeting.
- C. <u>Step 3</u>: If the aggrieved employee and the Association are not satisfied with the disposition of the grievance at Step 2 or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If a request for a hearing is not filed within thirty (30) days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn.
 - Neither the Board of Education nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which has not previously been disclosed to the other party.
 - 2. The Arbitrator, in his opinion shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based only upon his interpretation of the meaning or application or the express relevant language of the agreement.

- 3. Each party shall bear the full costs for its representatives in the grievance procedure.
- 4. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.
- 5. Each party shall share equally the cost of the Arbitrator and the American Arbitration Association.

3.3 Bypass

If the Association and the Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.

3.4 Class Grievance

Class grievances involving one (1) or more employees or one (1) or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

3.5 Association Participation - Employee Represented

The Board acknowledges the right of the Association's grievance representative, if requested by the aggrieved employee, to participate in the processing of a grievance. No employee shall be required to discuss any grievance if the Association's representative is not present.

3.6 No Reprisals Clause

No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in this grievance procedure.

3.7 Grievance Withdrawal

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

3.8 Association Notice - Employee Not Represented

When an employee is not represented by the Association, the Association shall receive notice of all decisions made regarding the grievance.

3.9 Release From Assignment

Should the hearing on any grievance require that the employee or Association grievance representative be absent from his/her regular assignment, said employee or representative shall be released without loss of pay or benefits.

3.10 Use of Other Forums

If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, the Board shall not be required to process the same claim or set of facts through the grievance procedure.

PROBATIONARY PERIOD AND DISCIPLINE

4.1 Probation

A newly hired employee shall be considered a probationary employee for his/her first year of employment (i.e., the number of work days set forth in Section 8.1 below), and within that probationary period the employee may be discharged at any time without notice, compensation, or assigning any reason whatsoever. The administration may extend the probationary period by up to ninety (90) additional days by giving written notice to the employee before the probationary period is completed. For the purposes of the Article, "days" are considered regularly scheduled working days.

During the probationary period, the employee is entitled to all rights, benefits, terms and conditions of employment of this Agreement, except those contained in Section 4.3 (Termination of Employment) and Section 4.4 (Discipline Procedures).

4.2 Records

Falsification of records or application forms is grounds for immediate dismissal.

4.3 Termination of Employment

- A. The employment of an employee may be terminated for cause upon action of the Board of Education. However, employees who are terminated because of financial reductions or the elimination of positions shall be reduced in accordance to seniority within their classifications.
- B. Reasons for termination of employment shall be presented to the Board of Education in writing and a copy of such reasons shall be supplied to the employee concerned.
- C. Termination of employment after the probationary period (as defined in 4.1 above) shall be accompanied by at least a two (2) week notice except in cases in which the Board of Education concludes that continued presence of the employee on the premises will be detrimental to the best interest of the school, in which case employment may be terminated immediately upon notice, along with two (2) weeks' pay in lieu thereof providing, however, that such employment is terminated by reason of gross misconduct, no severance pay shall be granted. At the termination of employment of any employee falling under the provisions of Article 7.4, for any reason, the employee shall receive a pro-rata share of vacation pay for all unused vacation days.

4.4 Discipline Procedures

- A. It shall be the responsibility of the immediate supervisor, to inform an employee about any deficiencies in his/her work performance and, make a written record of such conference. One (1) copy of said record shall be provided to the employee. The employee has the right to submit a rebuttal and have it attached to all copies of the conference report.
- B. Disciplinary action will be progressive and timely, except for gross misconduct as stipulated in 4.3C in accordance to the following schedule. The sequence and necessity for the following steps will be determined by the Superintendent depending upon the circumstances of each case.
 - 1. Verbal Warning
 - Written Warning
 - 3. One to Five Day Suspension
 - 4. Discharge

EMPLOYEE AND ASSOCIATION RIGHTS

5.1 Right of Membership

Employees as defined in Article I, shall have the right to organize and join the Association and to participate in negotiations with the Board or its designee through representatives of their own choosing. It is also agreed that employees have the right not to join the Association. The Board shall not discriminate against any employee with respect to hours, wages, or terms and conditions of employment for reason of membership or non-membership in the Association, participating in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.

5.2 Association Representatives

The Board recognizes the right of the Union to select or elect from its employees who are members of the Union, a steward or committee to handle Union business such as the investigation of grievances, meeting with management, transmittal of messages, and such other duties as may be delegated to them from time to time by the Union. The name of such steward(s) and committee members shall be furnished to the Board in writing, and any change shall be reported in writing. The representative of the Union, for Union business, shall have admission at reasonable times to the buildings covered by this Agreement after first checking in with the District Superintendent or his/her representative. Union business and/or the investigation of grievances shall be conducted on the employee's time.

5.3 Right of Representation

- A. When an employee is required to appear before the Board concerning any matter which could adversely affect the employee's employment, the employee shall be entitled to have an Association representative of his/her choice present. Further, when an employee is required to appear before the Board, the employee shall be advised in writing at least forty-eight (48) hours before that scheduled meeting with the Board of the reasons for the requirement.
- B. When an employee is required to appear before his/her supervisor concerning a matter which will lead to a formal warning as stated in 4.4B of this Agreement, the employee shall have a representative of his/her choice present if requested without repercussion or reprisal. It shall be the responsibility of the employee to secure the representative of his/her choice. When possible, the supervisor shall notify the employee within twenty-four (24) hours of the scheduled meeting. This item only applies to situations in which the supervisor is warning the employee that his/her further actions or inactions will lead to his/her dismissal.

5.4 Right to Review - Personnel File

A master file of all materials related to an employee shall exist at the Administrative Office Center. Each employee, upon twenty-four (24) hour notice, shall have the right to review, to have copies of the contents of said employee's personnel file with the exception of pre-employment confidential materials and to attach and place therein written reactions to any of its contents. Material which is derogatory concerning an employee's conduct, service character, or personality shall not be placed in an employee's file unless the employee has been made aware of said material and signed by the employee to verify awareness. The employee may not remove any materials from said file. The Superintendent or his/her designee shall be present during the review.

If the employee requests a copy of material not exempt as stated above, the Board shall charge a fee of twenty-five cents (25¢) per page of copied material. The Board shall have seven (7) working days to meet the request for such copying.

5.5 <u>Association Privileges</u>

- A. The Association will be allowed to use the following district facilities and equipment to conduct its business: one bulletin board in each building, rooms for meetings, copying machines, computers, email, and employee mailboxes.
- B. Employees are not to work on union affairs during work hours except as specified in this Agreement or as approved by the Superintendent or his/her designee.
- C. Upon request of the Association President or his/her designee, management may allow and/or provide for a three (3) hour meeting during the school year and employees will receive their straight time rate of pay for this meeting.
- D. Association Leave: The Association shall be entitled to three (3) days of Association Leave per school year for union business. The leave may be taken in increments of one (1) hour and any unused days shall not accumulate from year to year. The Association shall pay for the cost of a substitute. The Association President or his/her designee shall notify the Superintendent at least five (5) work days prior to the use of Association Leave.

5.6 **Dues Deduction**

- A. Upon receipt of a dues deduction authorization form furnished by the Association and executed by the individual employee, the Board shall deduct semi-monthly from each member's pay the current dues of the Association. Only the Association shall process dues deduction authorizations or revocations, and the Association will promptly inform the Board or its designee of any changes in authorization status for an employee. Severance of employment automatically terminates dues deduction authorization. All dues deducted by the Board shall be remitted to the Association no later than thirty (30) days after such deductions are made.
- B. The Association shall indemnify the Board for any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith reliance on information provided to it by the Association, as required by the Illinois Educational Labor Relations Act (115 ILCS 5/11).

5.7 Channel of Communication

The channel of communication to the Board of Education shall always be through the Superintendent. As employees of the Board of Education, service personnel shall be entitled to communicate with the Board at any time, either by appointment arranged by the Superintendent or indirectly through the Superintendent.

5.8 Vacancy Notice

- A. A vacancy notice of all open positions in the bargaining unit shall be sent by email to all employees and posted on the District's website. The notice shall be posted for seven (7) calendar days before the Board permanently fills the position. Employees shall have five (5) calendar days from the date of the posting to make written application for the position. Nothing in this section prohibits the Board from employing temporary employees prior to the permanent filling of a position.
- B. All employees shall be allowed to apply to transfer within their job classification. The following will be given consideration when making job transfers: seniority, required skills, abilities, and certification. If abilities, required skills and certification are equal, seniority will be used to make the final determination.

5.9 Sub-Contracting of Work

All work currently performed by bargaining unit members shall be subject to 105 ILCS 5/10-22.34c of the Illinois School Code, regarding sub-contracting.

SENIORITY, RIF AND RECALL

6.1 <u>Seniority - Definition</u>

Seniority is the length of an employee's service starting with the first day on which duties are performed after an employee has been placed on permanent status. In order for an employee to claim seniority rights, he/she must be placed by the District on a permanent status.

- A. Seniority is lost upon the following:
 - 1. Resignation;
 - Dismissal: or
 - Retirement.
- B. Seniority is retained but shall not accrue during the following:
 - 1. Unpaid leave of absence
 - 2. Unpaid sick leave; or
 - 3. Period of layoff as established by the Agreement.
- C. Seniority continues to accrue during the following:
 - 1. Paid leave of absence; or
 - 2. Military leave
 - 3. Temporary disability under IMRF
 - 4. F.M.L.A.

6.2 Seniority List

By February 1, annually, the employer shall publish a seniority list for each of the job categories as listed below:

- 1. Custodians
- 2. Maintenance and Grounds Personnel
- 3. Cafeteria Employees
- 4. Paraprofessionals/Teacher Aides
- 5. Medical Technicians
- 6. Nurses Aides
- 7. Licensed Practical Nurses
- 8. Nurses (who do not possess a Type 73 teaching certificate)

Employees shall accrue seniority as listed in the category he/she is currently employed and shall retain any previous accumulated seniority in any other category he/she has worked. However, seniority shall accumulate in only the category in which the employee is presently employed.

6.3 Reduction in Force

- A. If any member of the bargaining unit has his/her work hours reduced or is removed or dismissed as a result of a decision of the Board to decrease the number of educational support personnel employees employed by the Board or to discontinue some particular type of educational support service, written notice shall be given the employee by registered mail at least thirty (30) days before the honorable dismissal date.
- B. In the event of a reduction in force, the Board shall first lay-off all temporary employees and probationary employees, and then the employees with the shorter length of continuing service with the District, within the respective categories of position. Employees who have previously earned seniority in a different category may elect to take a position in that category if there is a less senior employee working in that category.

6.4 Recall

- A. The recall period for any laid-off employee shall commence immediately upon his/her layoff and continue for one (1) calendar year after the start of the school term following his/her layoff. If the District increases the number of employees or has an employee resign after the layoff, the Board shall first offer reemployment to any employee on recall who is qualified for the position with the most senior qualified employee being recalled first.
- B. Subject to any restriction in the District's health insurance plan, an employee may continue to participate in the District's plan during the recall period provided they prepay the cost of the premium.
- C. Failure of the employee to respond within ten (10) calendar days after the mailing of the Board's letter to recall, sent by certified mail to the employee's address on file with the Board recalling such employee, shall result in termination of the employee's right of recall hereunder.

EVALUATIONS

7.1 Notification of Evaluation Procedure

Employees covered by this agreement as of July 1, 2000, shall receive a current copy of the job description that covers their individual job classification. In addition, a copy of the current evaluation instrument being used by the district shall be provided.

Within three (3) weeks after the date of Board action on employment, all new employees shall receive information acquainting them with the evaluation procedure and the instrument to be used. No evaluation shall take place until such orientation has been completed.

7.2 Multiple Assigned Employees

Employees who have multiple building locations or work locations shall be assigned a single supervisor for purpose of evaluation. If the evaluation supervisor receives input from other supervisors for purposes of evaluating such an employee, said employee shall be given full knowledge of such input prior to the completion of the evaluation.

7.3 Evaluation

Each new employee shall be evaluated in writing at any time before the conclusion of the probationary period. Evaluation shall be done in writing at least once every other school year on each non-probationary employee.

Before an evaluation is finalized in writing, a conference shall be conducted between the employee and his/her evaluator to discuss the evaluation. Following the conference, the employee shall receive a copy of the evaluation, and shall sign it as an indication of having received and read the evaluation. The employee's signature does not mean that the employee necessarily agrees with the contents of the evaluation. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee.

If the employee feels his/her formal evaluation is incomplete or inaccurate he/she may put his/her objections in writing and have them attached to the evaluation report before it is placed in the personnel file. Evaluations, once written by the evaluator, will not be changed unless the changes are explained and agreed to by the employee and the evaluator.

7.4 Improvement of Job Performance

The building principal and/or other selected supervisory personnel shall assist and aid an employee to overcome alleged deficiencies contained in an evaluation through constructive written suggestions, a copy of which shall be given to said employee. The evaluator shall also discuss the ramifications of these deficiencies.

WORKING CONDITIONS

8.1 Work Year

- A. <u>Custodians and Maintenance/Grounds Personnel</u>: The work year of custodians and maintenance/grounds personnel will be two hundred sixty (260) days.
- B. <u>Nurses:</u> The work year for nurses will be one hundred seventy-four (174) days. One (1) nurse per building will work an additional five (5) days before the start of the school year and five (5) days after the end of the school year, for a total work year of one hundred eighty-four (184) days.
- C. Paraprofessionals: The work year for paraprofessionals will be one hundred eighty (180) days.
- D. <u>Cooks and Head Cooks</u>: The work year for cooks and head cooks will be one hundred seventy-four (174) days. Head cooks may work additional days prior to the start of the school year and after the end of the school year.

8.2 Workday - Full-Time Employees

Workdays for classifications shall be as defined below. The regular hours of work each day shall be consecutive.

- A. Paraprofessionals The workday shall consist of seven (7) hours not including duty-free non-paid lunch period. Administration may schedule fewer working hours on school improvement days listed in the school calendar. The superintendent may increase the workday to eight (8) hours at his discretion, if necessary.
- B. Custodians and Maintenance/Grounds Personnel During the student attendance period, the workday shall be a shift of eight and one-half (8 ½) hours and shall include a thirty (30) minute duty-free non-paid lunch period. Full-time custodial and maintenance personnel will be twelve-month positions. A minimum of one (1) full-time day shift custodian will be assigned to each building. A minimum of two (2) full-time second shift custodians will be assigned to each building. The Superintendent and/or Director of Building and Grounds will set the beginning and ending dates of the summer work schedule of four (4) workdays per week. All employees shall work a shift of ten and one-half (10 ½ hours [6:00 a.m. 4:30 p.m.] with a thirty (30) minute duty-free non-paid lunch period. Full-time employees who work a five (5) hour shift shall be entitled to a fifteen (15) minute break each five (5) hour shift. The specific break time is to be arranged through the immediate supervisor
- C. Cafeteria Employees The workday for head cooks shall be eight and one-half (8½) hours and shall include a thirty (30) minute duty-free non-paid lunch period. Other cafeteria workers shall work schedules as assigned by their supervisors but no less than three (3) hours per day for those employed prior to July 1, 1997. The workday shall include a thirty (30) minute duty-free non-paid lunch period. An employee whose primary responsibility is dishwasher in the kitchen may be employed for less than a three (3) hour shift of work. One day each semester will be added to the work schedule when no lunches are to be prepared. This will be utilized for deep cleaning, stock rotation, staff training, etc. Cafeteria employees will work their regularly scheduled number of hours. When an event is held which uses district kitchen facilities and at which food or beverages are served, a cafeteria employee must be present to supervise the use of district equipment and to clean equipment used so the facility is ready for next school day session. This applies to district-sponsored special events or events sponsored by non-school organizations. The selection of this employee will be by building through the seniority list with those having the most seniority in that building having the right of first refusal. Payment for this extra duty will be as outlined in 10.4 of this agreement.

- D. Nurses (who do not possess a Type 73 teaching certificate) licensed practical nurses, nurse aides, and medical technicians workday shall consist of seven (7) hours, not including lunch period, unless hired on a part-time basis.
- E. Break Times Full-time and (part-time employees who work a four (4) hour shift) shall be entitled to a ten (10) minute break during each four (4) hour shift. The specific break time is to be arranged through the immediate supervisor.

HOLIDAYS, LEAVES, AND VACATION

9.1 Holidays Recognized and Observed

For full-time employees, the following days shall be paid holidays if the day falls in their normal work year for paraprofessionals, custodians, maintenance and grounds personnel, cafeteria employees, medical technicians, nurse aides, licensed practical nurses, and nurses (who do not possess type 73 certificates):

HOLIDAYS

MONTH/DAY OBSERVED

New Year's Day	(January 1)
Martin Luther King, Jr. Day	(January)
Lincoln's Birthday\or Presidents' Day	(February)
Spring Holiday (replaces Good Friday)	(March/April)
Memorial Day	(May)
Independence Day	(July 4th)
Labor Day	(September)
Columbus Day	(October)
Veterans Day/New Year's Eve Day	(November 11/December 31)
	New Year's Day Martin Luther King, Jr. Day Lincoln's Birthday\or Presidents' Day Spring Holiday (replaces Good Friday) Memorial Day Independence Day Labor Day Columbus Day Veterans Day/New Year's Eve Day

10. Thanksgiving Day

11. Christmas Eve

12. Christmas Day

(November 17)

(December 24)

(December 25)

The following days shall be paid holidays for permanent part-time paraprofessionals, custodians, maintenance and grounds personnel, cafeteria employees, medical technicians, nurse aides, licensed practical nurses, and nurses (who do not possess type 73 teaching certificates): Thanksgiving Day, Christmas Day, and Spring Holiday at a pay-rate reflecting their part-time status.

When any of the above holidays falls on a weekend, the Monday following will be granted as a holiday providing that school is not in session. Whenever any full-time employee listed above is directed to work on a scheduled holiday, he/she shall receive the holiday pay in addition to time and one-half for the day. Should the holiday fall on a weekend and the holiday is not observed in the school calendar, the employee shall receive a day off as determined by the administration on a non-student attendance day.

Some of the legal school holidays listed above have been approved by the Illinois State Board of Education as waivers for school attendance; therefore, if any of these holidays adversely affect any personnel of the Waterloo Association of Service Personnel, the employee(s) will receive a day off as determined by administration on a non-student attendance day or compensated, if necessary.

9.2 Sick Leave

- A. All regularly employed employees shall be allowed sick leave, at full pay rate, at the rate of ten (10) days per year, accumulative to a maximum of two-hundred forty (240) days.
- B. All regularly employed twelve (12) month employees (custodians and maintenance) shall be allowed sick leave, at full pay rate, at the rate of twelve (12) days per year, accumulative to a maximum of two-hundred forty (240) days.
- C. Sick leave may be used for personal illness, quarantine at home, or illness or death in one's immediate family or household, or parental or adoption leave. Pregnancy related disabilities shall be treated as a sick leave. Immediate family shall mean parents, step-parents, spouse, domestic partner, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, and legal guardians.

9.3 Maternity

Absence due to pregnancy related disability shall be treated as sick leave. The Board may grant requests for uncompensated maternity leave of absence. The beginning and termination dates of the uncompensated leave shall be determined by the employee and her immediate supervisor. Any employee who returns from maternity leave shall be reinstated to her former position or its equivalent. The maximum length of maternity leave shall be one (1) complete calendar year.

9.4 Vacations

- A. Twelve (12) month employees shall be granted annual paid vacations as follows:
 - 1. Five (5) days after one (1) full year of employment; thereafter, granted each July 1st.
 - 2. Ten (10) days after two (2) full years of employment; thereafter, granted each July 1st.
 - 3. Fifteen (15) days after eight (8) full years of employment; thereafter, granted each July 1st.
 - 4. Twenty (20) days after twelve (12) full years of employment; thereafter, granted each July 1st.
- B. The length of vacation time shall not exceed ten (10) consecutive working days. Requested time beyond ten (10) consecutive working days must have prior approval of the immediate supervisor. Vacations may be taken after obtaining at least one (1) week prior approval from the employee's supervisor.
- C. Up to one half (½) of an employee's vacation time may be carried over to the next fiscal year. Such unused vacation time must be used by December 31st of the applicable fiscal year.

9.5 Personal Leave

- A. After the first full working day in the school year, employees will be eligible for a maximum of three (3) days personal leave.
- B. Upon written request, unused personal leave days may be: 1) accumulated as sick days; or 2) sold back to the District when utilizing Section 10.6.
- C. Unused and unsold personal leave days may be accumulated to a maximum of three (3) days [in addition to the three (3) days allotted each year]. Following ten (10) years of continuous service in the District, based on Board hired date, accumulated unused personal leave days may be used in accordance with personal leave policy. The usage of accumulated unused personal days may only be implemented one time during each ten (10) year longevity period from Board hired date.
- D. An employee desiring to use a personal leave day must give at least forty-eight (48) hours prior written notice to the building principal (or supervisor) The employee need not give a reason for such use, however, it is understood that personal leave shall only be used for personal business or unavoidable circumstances. The Board of Education may dock employees who do not use personal leave in accordance with the provisions of this agreement.
- E. Personal leave cannot be used during the first five (5) days or the last five (5) days of the school year, or the first three (3) days and the last three (3) days of the semester, without permission of the Superintendent.
- F. Personal leave cannot be used in increments of less than one hour at a time. No more than one paraprofessional/teacher aide from the same building may be granted personal leave for the same day. Personal leave shall be granted on a first-come, first-served basis. This provision may be waived by the Superintendent.

The above restrictions may be waived by the Superintendent. However, it is understood and agreed that the approval or denial of such requests shall be at the Superintendent's sole discretion.

- G. Custodians and maintenance personnel who are unable to report to work as scheduled because of inclement weather when school is not in session may make application for the use of a personal day and, if such use is approved by the Superintendent, shall not suffer a loss of pay.
- H. <u>Bereavement Leave</u>: Personnel may make a request to the Superintendent to use accumulated sick leave days due to the death of individuals other than immediate family. The request must be made in advance to the Superintendent. A maximum of two days during the school year may be allowed for any personnel by the Superintendent for this purpose.

9.6 General Leave of Absence

Leaves of absence without pay may be granted to employees who have earned permanent status. The Board of Education may accept or reject any requests for an unpaid leave of absence.

Each approved leave of absence shall be of the shortest possible duration and shall not exceed one (1) Calendar year and are subject to the following conditions:

- 1. The written request for leave of absence without pay shall be made at least ninety (90) days before the leave is desired.
- 2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- 3. Leave of absence of less than one (1) month, if acceptable and approved by the Superintendent, will not require Board approval nor ninety (90) days notice.
- 4. The Board may request specific information regarding the leave of absence and may place specific requirements on the employee who requests an unpaid leave of absence. Under no circumstance will the Board accept a request for a leave of absence of an employee to seek or obtain other employment outside the District.

An employee on a leave of absence without pay shall not lose permanent status. An unpaid leave of absence shall not count when determining District seniority. An employee may elect to remain in the current insurance program subject to the requirements of the insurance carrier and insurance program. The employee must pre-pay the cost of the monthly insurance premium.

WAGES AND FRINGE BENEFITS

10.1 Wages and Pay Days

- A. <u>Wages and Stipends</u>: The hourly wage rates and stipends for each classification are set forth in Addendum 1. Each July 1, employees begin earning the wage rate specified for that contract year, provided they were employed for ninety (90) work days prior to that July 1. Employees whose job performance is unsatisfactory may be frozen, after due process, on the wage scale until the performance is satisfactory. Employees who have been frozen on the wage scale will have their performance reviewed at least once a semester until the performance is satisfactory.
 - 1. Paraprofessionals who were employed prior to July 1, 1997 shall be paid the "longevity" stipend.
 - Custodians who are required to work the night shift shall be paid the "night shift" stipend. Said stipend shall also be paid for all holidays, sick days, and vacation days that occur during the school year.
 - 3. The "maintenance expertise" stipend shall be paid to maintenance employees who have special skills, licenses, and/or certifications (e.g., licensed electrician, licensed plumber, HVAC certification, pesticide and fertilizer application certifications, etc.) The employee must maintain his/her license(s) and certification(s) to continue to receive the stipend.
- B. Extra Duty Pay: Employees that serve as coaches or club sponsors will be reimbursed for their time and commitment on the same extra-duty schedule as the certified faculty.

C. Pay Days:

- 1. All employees shall be paid on the 15th and 30th day of the month. If the designated payday should fall on a holiday, employees shall receive their electronic direct deposit email in a timely manner. The Board will require direct deposit of payroll checks for all educational support personnel. Employees who work less than twelve (12) months shall take their pay over twelve (12) months, unless the employee elects to be paid over nine (9) months no later than August 15th of each year or within ten (10) days of hire for new employees hired after the beginning of the school year.
- 2. If an employee is required by the District to work during District-sponsored special events, the employee will be paid for the extra work within two (2) weeks after the employee turns his or her time sheets into the office. For special events sponsored by non-school organizations, the District will inform the organization of the custodial and/or cafeteria services needed and the amount owed the individual employee.

D. Reopener:

- If the State of Illinois legislature passes any law(s) that restricts or caps the growth of local revenue
 and that loss is not made up by other state revenues, the enclosed salary schedules and other
 economic issues contained in this Agreement are null and void. In such case the parties will meet
 and reopen the Agreement for further negotiations regarding the outstanding issues.
- 2. In the event agreement is not reached regarding the above reopener, the no strike clause of this Agreement is null and void and the Association may elect to exercise its right to strike provided the Association follows the impasse procedures as listed in the Illinois Educational Labor Relations Act.
- 3. If the State of Illinois enacts a law that changes the legal minimum wage from the current law that was in place at the time of the execution of this Agreement, the salary/wage rates of Addendum 1 will be renegotiated by the parties within sixty (60) days of the passage of the law. However, if the parties are unable to reach agreement within sixty (60) days, those renegotiated hourly wage rates will revert to the rates of the preceding contract year.

10.2 Use of Personal Cars

Mileage shall be paid for all authorized travel required by the District at the current (at the time of travel) rate on as set by the Internal Revenue Service for tax purposes.

10.3 Call Time

Any employee called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of two (2) hours at the appropriate rate of pay, or the employee may choose two (2) hours of comp time, if mutually agreed upon by the employee and immediate supervisor.

10.4 Overtime

Cafeteria employees who work more than eight (8) hours per day shall be paid overtime at one and one-half (1½) times for all additional hours above eight (8) hours. Weekend assignments for cafeteria employees shall be at one and one-half (1½) times their daily rate of pay. All other service personnel required to work beyond forty (40) hours per week shall be compensated at one and one-half (1½) times the rate of pay. Holidays, vacation days, sick days, and personal days that fall in the workweek will be counted as regular hours when calculating overtime eligibility.

Overtime will be offered to employees on a rotating basis beginning first with the building in which the work needs to be performed. If no one in the building accepts the overtime, the assignment becomes available to custodians district-wide again on a rotating basis. The rotation list will be maintained by the Director of Buildings and Grounds or his designees. Should an emergency overtime agreement requirement surface this rotation list will be utilized to make the overtime available to the next eligible employee. Every effort should be made to give as much advance notice as possible.

10.5 Insurance

A. The Board shall pay 85 % of the individual premium for the hospitalization and major medical insurance policy for all regularly employed full-time (12-month) employees.

The Board shall pay 70% of the individual premium for the hospitalization and major medical insurance policy for all regularly employed full-time non-12 month employees (i.e. paraprofessionals, cafeteria employees, nurses, etc.)

The Board shall pay for a Ten Thousand Dollars (\$10,000) term life insurance policy for each regularly employed full-time employee.

- B. Eligibility in the District's insurance program shall be determined by the insurance carrier. If the insurance carrier agrees, part-time employees may participate in the District's insurance plan provided they pay for the cost of the program.
- C. If the Board decides not to continue use of Egyptian Trust Plan B (or comparable benefits), the Board agrees to negotiate the hospitalization and major medical insurance policy with the Association, in the selection of new coverage.

10.6 Retirement Bonus

Any employee who has worked in the District for at least five (5) consecutive years and gives notice of his/her intent to retire at least ninety (90) days prior to his/her retirement date shall receive a retirement bonus. The bonus shall be calculated at the rate of fifteen (\$15.00) for each sick leave day he/she has accumulated but not used as of his/her last day of employment, up to a maximum of three thousand dollars (\$3,000).

- A. For employees who are eligible to receive Illinois Municipal Retirement Fund (IMRF) benefits, any days reported to IMRF for service credit purposes are considered used and not included in the bonus calculation. The bonus payment shall be made in two forms: (1) the amount that would increase the employee's IMRF creditable earnings over the previous year by either six percent (6%) or one and one-half (1-1/2) times the Consumer Price Index-Urban (CPI-U), whichever is higher, will be included in the employee's last paycheck, and (2) any remaining amount will be paid as a post-retirement severance on the first pay cycle occurring at least sixty-five days after the employee's last day of employment.
- B. For employees who are not eligible to receive IMRF benefits, the bonus payment will be made by a separate check issued on the employee's last pay day.

10.7 <u>Tuition Reimbursement</u>

The Board of Education shall set aside two thousand dollars (\$2000.00) per fiscal year (July 1-June 30) to pay the partial cost of tuition for courses taken by employees in order to perform assigned tasks or to improve job performance (i.e. learn computer programs, acquire maintenance skills, learn sign language in order to help the education of a deaf child, etc.). An employee may receive the actual cost of each course or \$200 whichever is less, up to a maximum of four hundred dollars (\$400) per fiscal year. Prior written approval must be given by the superintendent. The employee must complete and pass the course. If the aggregate cost of courses approved and submitted for reimbursement exceeds two thousand dollars (\$2000.00), as outlined above, the amount each employee is reimbursed per course will be prorated. For example, if twelve (12) courses totaling \$2200.00 have been approved and submitted, reimbursement will be \$2000 divided by 12 = \$166 per course. This provision does not apply to courses and seminars that the Board of Education or its designee may direct employees to attend.

10.8 Internal Revenue Section 125 Cafeteria Plan Including Flexible Spending Accounts

The district will administer and provide a deferred tax-sheltered flex benefit plan for all educational service personnel electing to participate.

EFFECT OF AGREEMENT

11.1 Term of Agreement

This agreement shall become effective July 1, 2020, and shall continue in effect until June 30, 2025. The agreement may be continued by mutual consent.

11.2 No Strike

The service personnel employees represented by the Association agree not to strike or engage in or support or encourage any concerted refusal to render full and complete services to the School District or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools.

11.3 Full and Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties and may be modified only through written mutual consent of the parties. It is understood all rights, powers, and authority of the Board not specifically limited by the language of this Agreement are retained by the Board. The Board shall take no action which will violate any of the specific provisions of this Agreement. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in effect.

11.4 Execution

This Agreement is signed this 25th day of January, 2021.

For the Waterloo Association of Service Personnel	For the Board of Education Waterloo Community Unit School District No. 5
President, WASP	President, Board of Education
	Secretary, Board of Education

CONTRACT FOR FISCAL YEARS 2020/2021, 2021/2022, 2022/2023, 2023/2024, AND 2024/2025

HOURLY WAGES 2020	/2021									
STEP	PRO	PARA- FESSIONALS	соокѕ	HE	AD COOKS	NTENANCE/ ROUNDS	CU	CUSTODIANS		URSES
Temporary/Substitute	\$	13.25	\$ 11.00	\$	13.25	\$ 17.50	\$	15.25	\$	17.00
1	\$	13.80	\$ 11.55	\$	13.80	\$ 18.05	\$	15.80	\$	17.55
2	\$	14.25	\$ 12.00	\$	14.25	\$ 18.50	\$	16.25	\$	18.00
3	\$	14.70	\$ 12.45	\$	14.70	\$ 18.95	\$	16.70	\$	18.45
4	\$	15.15	\$ 12.90	\$	15.15	\$ 19.40	\$	17.15	\$	18.90
5	\$	15.60	\$ 13.35	\$	15.60	\$ 19.85	\$	17.60	\$	19.35
6	\$	16.05	\$ 13.80	\$	16.05	\$ 20.30	\$	18.05	\$	19.80
7	\$	16.50	\$ 14.25	\$	16.50	\$ 20.75	\$	18.50	\$	20.25
8	\$	16.95	\$ 14.70	\$	16.95	\$ 21.20	\$	18.95	\$	20.70
9	\$	17.40	\$ 15.15	\$	17.40	\$ 21.65	\$	19.40	\$	21.15
10	\$	17.85	\$ 15.60	\$	17.85	\$ 22.10	\$	19.85	\$	21.60
11	\$	18.30	\$ 16.05	\$	18.30	\$ 22.55	\$	20.30	\$	22.05
12+	\$	18.75	\$ 16.50	\$	18.75	\$ 23.00	\$	20.75	\$	22.50
Stipends, Per Hour										
Longevity	\$	4.50								
Maintenance Expertise						\$ 1.00				
Night Shift							\$	0.25		

CONTRACT FOR FISCAL YEARS 2020/2021, 2021/2022, 2022/2023, 2023/2024, AND 2024/2025

HOURLY WAGES 2021	/202	2																
STEP	PRC	PARA- DFESSIONALS		соокѕ	HE	IEAD COOKS		HEAD COOKS		HEAD COOKS		HEAD COOKS I		INTENANCE/ SROUNDS	CUSTODIANS		NURSES	
Temporary/Substitute	\$	14.25	\$	12.00	\$	14.25	\$	18.50	\$	16.25	\$	18.00						
1	\$	14.80	\$	12.55	\$	14.80	\$	19.05	\$	16.80	\$	18.55						
2	\$	15.25	\$	13.00	\$	15.25	\$	19.50	\$	17.25	\$	19.00						
3	\$	15.70	\$	13.45	\$	15.70	\$	19.95	\$	17.70	\$	19.45						
4	\$	16.15	\$	13.90	\$	16.15	\$	20.40	\$	18.15	\$	19.90						
5	\$	16.60	\$	14.35	\$	16.60	\$	20.85	\$	18.60	\$	20.35						
6	\$	17.05	\$	14.80	\$	17.05	\$	21.30	\$	19.05	\$	20.80						
7	\$	17.50	\$	15.25	\$	17.50	\$	21.75	\$	19.50	\$	21.25						
8	\$	17.95	\$	15.70	\$	17.95	\$	22.20	\$	19.95	\$	21.70						
9	\$	18.40	\$	16.15	\$	18.40	\$	22.65	\$	20.40	\$	22.15						
10	\$	18.85	\$	16.60	\$	18.85	\$	23.10	\$	20.85	\$	22.60						
11	\$	19.30	\$	17.05	\$	19.30	\$	23.55	\$	21.30	\$	23.05						
12+	\$	19.75	\$	17.50	\$	19.75	\$	24.00	\$	21.75	\$	23.50						
Stipends, Per Hour																		
Longevity	\$	4.25	***************************************															
Maintenance Expertise							\$	1.00										
Night Shift									\$	0.25								

CONTRACT FOR FISCAL YEARS 2020/2021, 2021/2022, 2022/2023, 2023/2024, AND 2024/2025

HOURLY WAGES 2022	/202	3								
STEP	PRO	PARA- DFESSIONALS	cooks	HE	AD COOKS	NTENANCE/ SROUNDS	CUSTODIANS		N	IURSES
Temporary/Substitute	\$	15.25	\$ 13.00	\$	15.25	\$ 19.50	\$	17.25	\$	19.00
1	\$	15.80	\$ 13.55	\$	15.80	\$ 20.05	\$	17.80	\$	19.55
2	\$	16.25	\$ 14.00	\$	16.25	\$ 20.50	\$	18.25	\$	20.00
3	\$	16.70	\$ 14.45	\$	16.70	\$ 20.95	\$	18.70	\$	20.45
4	\$	17.15	\$ 14.90	\$	17.15	\$ 21.40	\$	19.15	\$	20.90
5	\$	17.60	\$ 15.35	\$	17.60	\$ 21.85	\$	19.60	\$	21.35
6	\$	18.05	\$ 15.80	\$	18.05	\$ 22.30	\$	20.05	\$	21.80
7	\$	18.50	\$ 16.25	\$	18.50	\$ 22.75	\$	20.50	\$	22.25
8	\$	18.95	\$ 16.70	\$	18.95	\$ 23.20	\$	20.95	\$	22.70
9	\$	19.40	\$ 17.15	\$	19.40	\$ 23.65	\$	21.40	\$	23.15
10	\$	19.85	\$ 17.60	\$	19.85	\$ 24.10	\$	21.85	\$	23.60
11	\$	20.30	\$ 18.05	\$	20.30	\$ 24.55	\$	22.30	\$	24.05
12+	\$	20.75	\$ 18.50	\$	20.75	\$ 25.00	\$	22.75	\$	24.50
Stipends, Per Hour										
Longevity	\$	4.00								
Maintenance Expertise						\$ 1.00				
Night Shift							\$	0.25		

CONTRACT FOR FISCAL YEARS 2020/2021, 2021/2022, 2022/2023, 2023/2024, AND 2024/2025

HOURLY WAGES 2023	/202	4									
STEP	PRO	PARA- DFESSIONALS	соокѕ	HE	AD COOKS	1	MAINTENANCE/ GROUNDS		STODIANS	N	URSES
Temporary/Substitute	\$	16.25	\$ 14.00	\$	16.25	\$	20.50	\$	18.25	\$	20.00
1	\$	16.80	\$ 14.55	\$	16.80	\$	21.05	\$	18.80	\$	20.55
2	\$	17.25	\$ 15.00	\$	17.25	\$	21.50	\$	19.25	\$	21.00
3	\$	17.70	\$ 15.45	\$	17.70	\$	21.95	\$	19.70	\$	21.45
4	\$	18.15	\$ 15.90	\$	18.15	\$	22.40	\$	20.15	\$	21.90
5	\$	18.60	\$ 16.35	\$	18.60	\$	22.85	\$	20.60	\$	22.35
6	\$	19.05	\$ 16.80	\$	19.05	\$	23.30	\$	21.05	\$	22.80
7	\$	19.50	\$ 17.25	\$	19.50	\$	23.75	\$	21.50	\$	23.25
8	\$	19.95	\$ 17.70	\$	19.95	\$	24.20	\$	21.95	\$	23.70
9	\$	20.40	\$ 18.15	\$	20.40	\$	24.65	\$	22.40	\$	24.15
10	\$	20.85	\$ 18.60	\$	20.85	\$	25.10	\$	22.85	\$	24.60
11	\$	21.30	\$ 19.05	\$	21.30	\$	25.55	\$	23.30	\$	25.05
12+	\$	21.75	\$ 19.50	\$	21.75	\$	26.00	\$	23.75	\$	25.50
Stipends, Per Hour											
Longevity	\$	3.75									
Maintenance Expertise						\$	1.00				
Night Shift								\$	0.25		

CONTRACT FOR FISCAL YEARS 2020/2021, 2021/2022, 2022/2023, 2023/2024, AND 2024/2025

HOURLY WAGES 2024	/202	5								
STEP	PRC	PARA- FESSIONALS	cooks	HE	AD COOKS	INTENANCE/ SROUNDS	CU	STODIANS	N	URSES
Temporary/Substitute	\$	17.25	\$ 15.00	\$	17.25	\$ 21.50	\$	19.25	\$	21.00
1	\$	17.80	\$ 15.55	\$	17.80	\$ 22.05	\$	19.80	\$	21.55
2	\$	18.25	\$ 16.00	\$	18.25	\$ 22.50	\$	20.25	\$	22.00
3	\$	18.70	\$ 16.45	\$	18.70	\$ 22.95	\$	20.70	\$	22.45
4	\$	19.15	\$ 16.90	\$	19.15	\$ 23.40	\$	21.15	\$	22.90
5	\$	19.60	\$ 17.35	\$	19.60	\$ 23.85	\$	21.60	\$	23.35
6	\$	20.05	\$ 17.80	\$	20.05	\$ 24.30	\$	22.05	\$	23.80
7	\$	20.50	\$ 18.25	\$	20.50	\$ 24.75	\$	22.50	\$	24.25
8	\$	20.95	\$ 18.70	\$	20.95	\$ 25.20	\$	22.95	\$	24.70
9	\$	21.40	\$ 19.15	\$	21.40	\$ 25.65	\$	23.40	\$	25.15
10	\$	21.85	\$ 19.60	\$	21.85	\$ 26.10	\$	23.85	\$	25.60
11	\$	22.30	\$ 20.05	\$	22.30	\$ 26.55	\$	24.30	\$	26.05
12+	\$	22.75	\$ 20.50	\$	22.75	\$ 27.00	\$	24.75	\$	26.50
Stipends, Per Hour										
Longevity	\$	3.50	0							
Maintenance Expertise						\$ 1.00				
Night Shift							\$	0.25		