



Between  
The Board of School Trustee  
of  
River Forest Community School Corporation  
and the  
ESP Association  
of  
River Forest  
(An Affiliate of ISTA)

January 1, 2021 through December 31, 2023

Ratified February 18, 2021

# **CHAPTER I**

## **ARTICLE 1**

### **PREAMBLE**

The Board of School Trustees of the River Forest School Corporation and the ESP Association of River Forest have entered into this collective bargaining agreement in good faith, the specifics of which are to follow in Chapters 2 and 3 of this agreement.

Chapter 2 contains contractual language that addresses the non-certificated personnel employed, or on leave, in the job categories of Bilingual Paraprofessionals,

Reading/Math Paraprofessionals, Assistants and Aides and Clerks, RFMS/HS Guidance Secretaries, RFMS/HS Treasurer and RFMS/HS Custodial Personnel.

Chapter 3 contains contractual language that addresses the non-certificated personnel employed, or on leave, in the job category of Cafeteria Personnel.

Chapters 2 and 3 contain very similar language, but both contain language specific to the job categories listed in the Recognition articles of each chapter. Therefore, each chapter is to be considered separate and distinct from each other. One cannot be relied on to interpret or reference the other.

**ARTICLE 2**  
**TERM OF MASTER CONTRACT**  
**January 1, 2021 ESP Contract**

This Master Contract, unless otherwise set forth specifically in the Master Contract, shall be effective as of January 1, 2021 and shall continue in full force and effect until December 31, 2023.

The parties hereby agree to reopen the Master Contract in November of each year of this Collective Bargaining Agreement to discuss money items for each succeeding calendar year.

**The parties reopened the Master Contract in December 2020 and hereby agree to increase pay rates in Chapter Two and Chapter Three by 1.8% percent effective January 1, 2021.**

**In addition the RFCSC will provide a one-time stipend check equivalent to one-week regularly scheduled and contracted pay. The ESP Association has ratified this proposed contract agreement; the River Forest School Board shall have a special meeting on Tuesday, February 16th, to formally approve the ratified agreement.**

The parties hereby agree to reopen negotiations for the 2024 calendar year on or before November 1, 2023.

If no agreement on a new Master Contract is reached and ratified by the parties on or before December 31, 2023 then this entire Agreement shall remain in effect on a status quo basis through December 31 of the following year or until a new Agreement is reached and ratified by the parties subject to the terms of the new Master Contract, whichever occurs first.

This **change to the Master Contract** is made and entered into by and between the Board of School Trustees of the River Forest Community School Corporation, heretofore called the "Board", and the ESP Association of River Forest, an affiliate of the Indiana State Teachers Association, heretofore called the "Association". In witness whereof the parties hereto have caused this **change to the Master Contract** to be signed by their respective presidents and attested to by their respective secretaries this 18<sup>th</sup> day of February, 2021.

ESP ASSOCIATION OF  
RIVER FOREST

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its Secretary

NEGOTIATIONS SPOKESPERSON  
FOR THE ASSOCIATION

BY \_\_\_\_\_  
Its Spokesperson

BOARD OF SCHOOL TRUSTEES  
THE RIVER FOREST COMMUNITY  
SCHOOL CORPORATION

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its Secretary

RFCSC SUPERINTENDENT

BY \_\_\_\_\_  
Superintendent

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## **ARTICLE 1**

### **MASTER CONTRACT**

This Master Contract made February 16, 2021 by and between the BOARD OF SCHOOL TRUSTEES OF THE RIVER FOREST COMMUNITY SCHOOL CORPORATION, hereinafter referred to as the "Board", and the ESP ASSOCIATION OF RIVER FOREST, an affiliate of the Indiana State Teachers Association, hereinafter referred to as the "Association".

It is the intent and purpose of this Master Contract to promote and improve employee relations between the Board and its employees; aid toward the economical and efficient operation of the schools; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; strengthen good will, mutual respect and cooperation; and to reach agreement covering wages, hours, and other terms and conditions of employment set forth in this Master Contract to be observed between the parties to this Master Contract.

## ARTICLE 2

### RECOGNITION

Section A. The Board of School Trustees of the River Forest School Corporation, hereinafter called the "Board," hereby recognizes the ESP Association of River Forest, an affiliate of the Indiana State Teachers Association, hereinafter called the "Association," as the exclusive and sole representative for collective bargaining concerning wages, hours, and other items and conditions of employment set forth in this Master Contract covering all regularly scheduled full-time and part-time non-certificated personnel employed or on leave in the job categories of Bilingual Paraprofessionals, Reading/Math Paraprofessionals, Assistants and Aides and Clerks, RFMS/HS Guidance Secretaries, RFMS/HS Treasurer and Custodial Personnel. If in the future additional job categories are established concerning regularly scheduled full-time non-certificated personnel, the parties shall meet to redefine the unit appropriately. It is understood by the parties that nothing herein shall prevent either party from petitioning the appropriate authorities for a modification of the unit defined herein in the event that either the State or Federal legislature sees fit to pass enabling legislation. The Board will bargain with no other bargaining representative with respect to this bargaining unit during the terms of the Master Contract and further agrees not to enter into any other agreements or contracts with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Master Contract.

#### Section B. Definitions

1. Unless otherwise indicated, the terms "school employee(s)" or "employee(s)" when used hereinafter in this Master Contract, shall refer to all employees represented by the Association in the bargaining unit as above defined, and references to male employees shall include female employees.
2. The term "full-time employee(s)" shall mean an employee who is regularly scheduled to work a minimum of thirty (30) hours a week per school year and/or calendar year.
3. The term "part-time employee(s)" shall mean an employee who is regularly scheduled to work less than thirty (30) hours a week per school year and/or calendar year.
4. The term "Board" shall mean the Board of School Trustees of the River Forest Community School Corporation.
5. The term "employer" shall mean the Board, administrators, supervisors, and any other person(s) authorized to act on behalf of the board in dealing with its employees.
6. The term "Association" shall mean the ESP Association of River Forest, an affiliate of the Indiana State Teachers Association; and its officers, representatives and agents.

7. The term "bargaining unit" shall refer to all full time employees within the job categories of Bilingual Paraprofessionals, Reading / Math Paraprofessionals, Assistants and Aides and Clerks, RFMS/HS Guidance Secretaries, RFMS/HS Treasurer and Custodial Personnel, and the respective classifications within each of the aforementioned job categories.
8. The terms "job category" or "job categories" shall refer to the respective job categories of Bilingual Paraprofessionals, Reading/Math Paraprofessionals, Assistants and Aides and Clerks, RFMS/HS Guidance Secretaries RFMS/HS Treasurer, and Custodial Personnel.
9. The term "job classification" shall refer to various classifications within a respective job category.
10. The term "unit seniority" shall be defined as the length of continuous service that a full time employee has been employed within the bargaining unit commencing with the first day of work as a member of the bargaining unit. If two (2) or more full time employees have the same amount of time, a random draw will determine the most senior.
11. The term "category seniority" shall be defined as the amount of time that an employee has been employed within a given job category provided, however, that continuous service within the bargaining unit has not been broken nor employment terminated. If two (2) or more employees have the same amount of time, the full time employee with the greatest unit seniority shall be considered senior.
12. The term "classification seniority" shall be defined as the amount of time that an employee has been employed full time within a given job classification provided, however, that continuous service within the bargaining unit has not been broken nor full time employment terminated. If two (2) or more employees have the same amount of time, the full time employee with the greatest applicable category seniority shall be considered senior.
13. Hourly rate employee(s). All bargaining units shall be paid at an hourly rate as indicated in Articles 20 through 24.
14. Immediate supervisor. The immediate supervisor of Custodial personnel shall be the Supervisor of Buildings and Grounds. The immediate supervisor in all other job categories shall be their respective building principals and/or title director. However, the Assistant Superintendent and the Director of Bilingual Education/Titles may provide input into the evaluation of Reading/Math Paraprofessionals and Bilingual Paraprofessionals respectively.

15. Probationary employee. Effective the date of ratification of this Contract, any new employee within the bargaining unit and any employee hired after a break in continuous service shall be a probationary employee during his first sixty (60) working days with the School Corporation within the bargaining unit. During such sixty (60) working day probationary period, such employee may be laid off, transferred, disciplined, suspended or discharged as exclusively determined by the Employer and shall have no recourse to the grievance procedure contained in this Contract. With the exception of the applicable wage Article, Article 16, Article 17 and Article 18, the remaining provisions of this Contract shall not apply during the sixty (60) working day probationary period.

Commencing on the 61<sup>st</sup> working day, employees shall become eligible for benefits and to have the seniority date Administration reserves the right to waive the probationary period

16. Semi-probationary employee. The term "semi-probationary employee" shall refer to any employee who is awarded an open position in accordance with Article 7, Section C, of this Contract. Such semi-probationary status shall exist for a maximum fourteen (14) working days. During the fourteen (14) working day period, the employer may reassign the employee to his former position and shall state, in writing, the reason(s) for such reassignment. Such reassignment shall, upon the request of the employee and/or the Association, be reviewed by the Superintendent.



## **ARTICLE 3**

### **BOARD RIGHTS**

Except to the extent expressly abridged by a specific provision of this Master Contract, the Association recognizes and agrees that the Board shall have the sole and exclusive authority to manage and direct the operations and activities of the school corporation to the full extent authorized by law. The sole and exclusive authorities of the Board which are not abridged by a specific provision of this Master Contract shall include but not be limited to the right of the Board to:

1. Direct the work of its employees;
2. Establish policy;
3. Hire, promote, demote, transfer, assign and retain employees;
4. Suspend or discharge its employees in accordance with applicable law;
5. Maintain the efficiency of school operations;
6. Relieve its employees from duties because of lack of work or other legitimate reason; and
7. Take actions necessary to carry out the mission of the schools as provided by law.

## ARTICLE 4

### EMPLOYEE AND ASSOCIATION RIGHTS

Section A. The employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The employer agrees that it shall not discriminate against any employee, with respect to wages, hours, or other terms and conditions of employment by reason of his membership in the Association or its affiliates which are not in contravention of law, collective bargaining with the employer, or his institution of any grievance, complaint or proceeding under this Master Contract.

Section B. Nothing herein shall be construed to deny or restrict to any employee such rights as he may have under Indiana laws or other applicable laws and regulations. No complaint arising under this section shall be subject to the grievance procedure except by agreement of the parties; however, nothing herein shall be construed to deny any employee the right to seek redress in the courts. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section C. The employer agrees that the provisions of this Master Contract shall be applied without regard to race, creed, religion, age, color, national origin, marital status, sex, family relationship, residence or political activities conducted off school premises outside working hours.

Section D. No employee shall be disciplined, reprimanded, suspended, or discharged without just cause. In determining if just cause exists in the case of discipline, reprimand, suspension or discharge, an arbitrator hearing the case should, to the extent he/she determines the same are appropriate or applicable, apply the test for just cause set forth in Appendix to Moore's Seafood Products, Inc., 50 LA 88, 89, 90. Any such action taken by the employer shall not be made public. Any suspension or dismissal shall be subject to the grievance procedure herein set forth commencing at Step Two within thirty (30) calendar days of such action.

Section E. Whenever any employee is required to appear before a supervisor, a building principal, the Superintendent, the Board, or any representative or agent of the Board, concerning any matter which could reasonably be expected to result in suspension or dismissal, that employee shall be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. If an employee is suspended, pending charges, which charges shall be later determined to be inappropriate, such suspension shall be with full pay to the employee.

Whenever any employee is required to appear before a supervisor, a building principal, the Superintendent, the Board or any representative or agent of the Board concerning any matter which could reasonably be expected to result in discipline or written reprimand (excluding suspension and/or discharge), that employee shall be given prior verbal notice of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

Section F. An employee shall have the right to be informed and respond in writing if a formal written evaluation or anything of a derogatory nature is to be placed in his personnel file. The employee will be given a copy of such material and will sign and date the material to indicate that he has seen the material and received a copy; however, his signature does not indicate agreement with its contents. If the employee chooses to respond in writing, he shall do so within twenty (20) work days and his written response shall be attached to the material and placed in his personnel file.

Failure of the employee to respond in writing to a formal written evaluation or to any derogatory or negative material shall not be construed to indicate agreement with its contents. The contents shall not be subject to the grievance procedure; however, in the event of a suspension or discharge, the content of the materials and the written response may be introduced into evidence by either party at any step of the grievance procedure. An employee may request that derogatory or negative material be removed from his personnel file if such material (other than derogatory or negative material concerning the employee's employment relationship with the employer involving drug use, alcohol use, sexual harassment, theft or insubordination) has been on file for twenty-four (24) months and there has been no recurrence of the circumstances similar to those which prompted the inclusion of such derogatory or negative material within such time period.

Section G. Association Access. The Board agrees to permit an authorized representative, officer, or agent of the Association to have access to the schools at all hours when the schools are open for the purpose of communicating with the employees therein. However, the representative, officer, or agent shall not interfere with the duties of the employees or the business of the schools. The representative, officer, or agent shall check in with the office first if the office is open.

Section H. Only employees covered by this Master Contract shall be regularly scheduled to work within the job categories covered by said Master Contract, except in cases of emergencies or temporarily funded positions for which the employee covered by this Master Contract does not qualify. In instances of temporarily funded positions, notice shall be given to the Association and such positions shall be discussed at the request of either party.

Section I. The Association may meet in school facilities at reasonable times when such facilities are available. When such facilities are required, such forms and procedures as are used in the respective buildings will be followed.

Section J. Bulletin Boards shall be provided in the cafeteria area, the boiler room, and the staff lounge area within each building within the River Forest Community School Corporation for the Association to post notices and activities.

Section K. The employer agrees to deduct from the salaries of employees who are members of the Association the dues of such Association as such employees voluntarily and individually authorize on forms provided by the Association. The necessary information shall be submitted by the Association to the Central Administration office by September 15 with deductions taken in sixteen (16) equal installments commencing in October. Additionally, the employer agrees to accept additional dues deduction forms submitted after September 15 and to deduct the Association membership dues in sixteen (16) equal installments or divided equally over the employee's remaining pays prior to July 1, whichever is lesser. Each payroll deduction authorization submitted after September 15 shall indicate the amount to be deducted, the number of equal deductions, and the commencing date. The employer shall have the right to require a minimum of two (2) weeks notice.

The deductions shall be remitted not less frequently than monthly to the Association. The authorization for payroll deduction of Association membership dues shall be on a continuing basis unless revoked, in writing, by the employee. Said revocation shall be in writing to both the employer and the Association. Additionally, any adjustment in the Association membership dues total in subsequent years for employees having already signed the designated authorization form will be supplied by the Association on or before September 15 of each year.

Section L. The Board shall supply the Association the following material:

1. A list of newly hired employees within seven (7) calendar days following employment, including address, category, classification, assignment and wage placement.
2. Current seniority listings shall be made available on April 1 and October 1 of each year of all employees in their proper category and classification. The seniority list shall indicate for each employee:
  - a. presently assigned classification seniority.
  - b. presently assigned category seniority.
  - c. other classification(s) seniority within his presently assigned category.
  - d. other category(ies) seniority and other classification(s) seniority within other category(ies).
  - e. unit seniority.
3. A list of employees whose employment relationship has been terminated and/or who is no longer a member of the bargaining unit within seven (7) calendar days following such applicable action.

Section M. It is recognized that the Association has an interest in proposed new or revised Board rules, regulations, notices and policies affecting the Association and/or employees covered by this Master Contract and shall be supplied such information at least fourteen (14) calendar days prior to the effective dates of such items. In addition, the Board shall post a copy of the Board agenda and the official Board minutes to the Corporation website.

Section N. An employee who is elected as a delegate to a state or national convention of the Association shall be permitted to take time off, without loss of compensation, for the purpose of attending the convention.

Section O. Whenever any representative of the Association or any employee is scheduled by the employer to participate during working hours in grievance proceedings, conferences or meetings, he shall suffer no loss in pay. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in bargaining, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

Section P. An employee shall be permitted upon his request to inspect his personnel file and may duplicate any information in the file, except information secured by the employer in the course of employing said employee. Such requests shall be honored within a reasonable length of time, not to exceed forty eight (48) hours. Such inspection shall be conducted in the presence of the school employer.

Section Q. The Association, at its discretion, shall have ten (10) days annually to use for Association business. The Superintendent may, in any given year, grant additional Association days. These days are to be used in units of not less than one-half (1/2) day, by the president of the Association or his designated employee representative(s). Reasonable notice shall be given to the immediate supervisor. Such use of Association days shall be with full compensation to the employee, however, substitute costs, if any, shall be paid by the Association. Released time for the conduct of Association business for less than one-half (1/2) day may be granted, without loss of compensation, at the discretion of the Superintendent.

Section R. Evaluations. In the event annual evaluations are to be utilized within a specific job classification in a specific job category, all employees within the applicable job classification shall be evaluated, annually, in accordance with this section.

The immediate supervisor shall hold a conference with the full time employee for the purpose of discussing said full time employee's annual evaluation. Any deficiencies noted should be as specific as possible. After discussion, the full time employee will be asked to date and sign the annual evaluation form, which shall indicate he has seen the annual evaluation; however, such signature does not indicate agreement with its contents. A copy of said annual evaluation will be given to the employee at the end of the aforementioned conference. The full time employee shall have the option of submitting and attaching a statement of response to said annual evaluation. Failure of the full time employee to respond to said annual evaluation shall not be construed to indicate agreement with its contents. A copy of each annual evaluation and the full time employee's written response to the annual evaluation, in the event that option to respond has been exercised by the employee, shall be placed in the employee's personnel file.

Section S. The employer shall comply with the provisions of the Consolidated Omnibus Reconciliation Act (COBRA), the Fair Labor Standards Act (FLSA) and all state and federal laws and regulations concerning age discrimination.

Section T. The employer shall post and display in all work areas informational posters of the Indiana Occupational Safety and Health Administration (IOSHA) which specify the basic requirements of the law.

Section U. The employer shall provide each employee with a copy of the job description for the position currently being held by the applicable employee. A copy of each such job description shall be sent to the Association president.

Section V. In the event the Board proposes to contract out or subcontract work performed by bargaining unit employees covered by this Master Contract which would result in a layoff and/or a reduction in work time involving said school employees, the board shall comply with the following provisions prior to the decision being made:

- 1) notify the Association president, in writing, on or before January 1 of each fiscal year (July 1 - June 30), of the specific work area(s) being considered for contracting out or subcontracting,
- 2) submit to the Association president the written specifications (being supplied and required of the subcontractors) for the work area(s) being considered for contracting out or subcontracting within sixty (60) calendar days of the notification specified within 1) above, and
- 3) any such work to be contracted out or subcontracted shall not commence prior to July 1 of the following fiscal year (July 1 - June 30) in which the notification specified in 1) above is given.

If the Board fails to comply with any of the provisions specified above, 1), 2) or 3), the Board shall be prohibited from contracting out or subcontracting work performed by bargaining unit employees covered by this Master Contract which would result in a layoff and/or a reduction in work time involving said employees for the period of twelve (12) calendar months commencing July 1 (of the following year [July 1 - June 30] in which notification is not given) and continuing through the following June 30.

Neither this section nor any provision within this Contract shall prevent the Board from eliminating, due to a reduction in force, any position currently occupied by an employee or any vacant position.

Section W. A full time employee transferring, without a break in continuous employment with the employer, to the excluded positions of 1) Supervisor of Buildings and Grounds, 2) Title I Coordinator and/or 3) Head Mechanic, shall not have his/her continuous service broken and shall have his/her classification(s) seniority, category(ies) seniority, and unit seniority frozen for as long as said employee remains in such excluded position(s). The former full time bargaining unit employee's frozen classification seniority, category(ies) seniority and unit seniority shall not apply for purposes of layoff, bumping or recall as contained in Article 6, or for the purposes of bidding and awarding of vacancies contained in Article 7 of this Master Contract. In the event the former bargaining unit employee returns to the bargaining unit, his/her frozen seniorities shall be restored and shall apply for the full extent allowed by this Master Contract. In the event the former full time bargaining unit employee leaves the enumerated excluded position(s) and/or ceases employment with the employer, said former bargaining unit employee's seniorities shall cease and become nonexistent.

This Section shall apply only to employees who left the bargaining unit for an excluded position as enumerated above, without a break in continuous employment with the employer. This Section shall not apply to employees who have not formerly held a bargaining unit position, and/or have had a break in continuous employment with the employer.

#### Section X. Progressive Discipline

The parties agree that, except as specified within this Master Contract, and in accordance with Sections D, E and F of this Article, normally the steps for progressive discipline are as follows:

1. Verbal Warning
2. Written Warning
3. Written Reprimand – one (1) day unpaid suspension
4. Written Reprimand – three (3) days' unpaid suspension
5. Termination

The "verbal warning" specified as step 1 of the progressive discipline procedure specified above shall be written on the form attached as Appendix C-2, signed by both parties, a copy given to the employee, and shall be placed in the employee's personnel file.

The parties additionally agree that the seriousness of the offense or the lack thereof may shorten or lengthen the number of steps with regard to progressive discipline.

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### Section A. General

1. A grievance is a claim by one or more employees or the Association of an alleged violation, misinterpretation, misapplication of a specific section of this Master Contract.
2. A "group grievance" is a claim by two or more employees who claim that the employer has violated the terms of this Master Contract in a manner that affects each of the full time employees signing the grievance in a same way. If, in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance on behalf of the affected employees commencing at Step Two.
3. A "day" for purposes of this grievance procedure shall mean a week day and shall exclude Saturday, Sunday, paid Holidays, Winter Break, Spring Break, and paid vacations.
4. Any aggrieved full time employee may elect to be accompanied and/or represented at Step One, the informal grievance level, by a representative(s) of the Association. Nothing contained herein shall be construed to prevent any individual full time employee from initiating a grievance at Step One and having the grievance adjusted, if the adjustment is not inconsistent with the terms of this Master Contract and the Association has been given notice of the Step One hearing, said notice shall entitle the Association to be present at such a hearing.
5. Any formal written grievance submitted to Step Two of this grievance procedure shall have the signature of the Association and/or affected employees.
6. All time limits contained herein, shall be strictly adhered to unless the school employer and the Association agree in writing to an extension of time limits. If the school employer fails to meet the specified time limits as stated in this Article, the Association may proceed to the next step of the grievance procedure. If the grievant or the Association fail to meet the specified time limits as stated in this Article, said grievance shall be deemed abandoned.
7. No grievance shall be used as a basis for punitive action of any kind or become part of the employee's personnel file.
8. Step One grievance forms, attached hereto as Appendix A, shall be provided by the employer and made available to the Association and employees.



9. At any step of this grievance procedure, if the employer schedules a meeting or hearing during the working hours of an employee where presence or testimony is necessary to the presentation of the grievance, the employee shall suffer no loss in pay.
10. All meetings and hearings under this procedure shall be closed to the public and shall include only the interested parties, representatives and any necessary witnesses except by the agreement of the parties.

Section B. Procedure

1. Step One: In the event that an employee believes that there is a basis for a grievance he shall within fifteen (15) days of the alleged violation or within fifteen (15) days after he knew of or had reason to know of the violation, request of his immediate supervisor a meeting at which an informal presentation of the grievance shall take place. The date of the request shall be indicated on Step One Grievance Forms, two copies of which shall be signed by the employee and submitted to his immediate supervisor. The immediate supervisor shall acknowledge the date of the request by signing both forms and returning one to the employee and retaining one for his files. The immediate supervisor shall have the authority to remedy the grievance within the scope of the contract.
2. Step Two: If the grievance is not resolved to the satisfaction of the grievant at Step One, the Association may submit the formal written grievance to the Superintendent or his designee. The formal written grievance shall be submitted to the Superintendent or his designee as soon as practicable after a determination has been made at Step One. In no case, however, shall the formal written grievance be submitted to the Superintendent or his designee more than twenty-five (25) days after the request made at Step One. Said formal written grievance shall contain a statement of the specific alleged violation citing the Article or Articles violated and the remedy sought. The Superintendent or his designee shall meet with the grievant and the Association and indicate his disposition of the grievance in writing within ten (10) days of the submission of the formal written grievance at Step Two. A copy of the written disposition shall be furnished to the grievant and the Association.
3. Step Three:
  - a. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, the Association may submit the grievance to the Board by giving notice in writing to the Board President with a copy to the Superintendent.

The Association shall submit the grievance to the Board President within twenty (20) days of receipt of the written disposition by the Superintendent or his designee, or, in the event the Superintendent or his designee fails to issue a disposition within the time limit, within forty (40) days of submission of the formal written grievance at Step Two.

- b. The Board shall establish a date and time for the resultant hearing with the mutual agreement of the Association within thirty (30) days of the Board President's receipt of the notice to present the grievance to the Board. The Superintendent and the Association may present evidence and produce witnesses before the Board at the hearing.
- c. The Board shall submit its disposition to the Association within ten (10) days of the hearing.

## ARTICLE 6

### LAYOFF AND RECALL

Full time employees shall be recalled on the basis of seniority to any open position which becomes available within the specific job category and classification from which he/she was laid off and/or bumped. The employer shall notify the employee of his/her recall in writing by certified mail at his/her last address of record with the employer. The employee shall respond to such recall action by notifying the Superintendent in writing of his/her intent to resume employment with the River Forest Community School Corporation no later than seven (7) days after the postmark date of the recall notice. Full time employees shall remain on a recall listing for a period of twelve (12) months from the full time employee's date of layoff. The full time employee may remain on the recall listing for an additional twelve (12) months (for a total recall period of twenty-four (24) months) if he/she gives the Superintendent written notice of his/her desire to remain on the list prior to the expiration of the first twelve (12) months of layoff. Thereafter, the laid off or bumped employee shall have no further rights to recall. Employees who are laid off must keep the employer informed of their current address during their period of recall.

#### Section A. Definitions

1. The term "unit seniority" shall be defined as the length of continuous service that a full time employee has been employed within the bargaining unit commencing with the first day of work as a member of the bargaining unit. If two (2) or more employees have the same amount of time, a random draw will determine the most senior.
2. The term "category seniority" shall be defined as the amount of time that an employee has been employed within a given job category commencing with the first day of work within the job category provided, however, that continuous service within the bargaining unit has not been broken nor employment terminated. A full time employee may hold seniority in more than one job category, but may accumulate seniority in only one job category at a time. A full time employee who voluntarily transfers from one job category to another shall hold his former job category seniority. If two or more employees have the same amount of time, the employee with the greatest unit seniority shall be considered senior.

3. The term "classification seniority" shall be defined as the amount of time that an employee has been employed within a given job classification commencing with the first day of work within the job classification, provided, however, that continuous service within the bargaining unit has not been broken nor employment terminated. An employee may hold seniority in more than one (1) job classification, but may accumulate seniority in only one (1) job classification at a time, with the exception being when an employee is temporarily assigned or temporarily transferred (temporary transfer shall be defined as any transfer into a position which has been posted as a temporary vacancy due to an employee's absence) during which time the employee being temporarily assigned or temporarily transferred shall be able to accumulate seniority in his former classification as well as the classification to which he has been temporarily assigned or temporarily transferred. An employee who voluntarily transfers from one job category to another shall hold his former job classification seniority within the job category from which he transfers. An employee who voluntarily transfers from a higher numerical job classification to a lower numerical job classification within the same job category shall hold his former higher numerical job classification seniority. If two or more employees have the same amount of time, the employee with the greatest applicable category seniority shall be considered senior.

Section B. Elimination of Positions

1. A full time employee(s) whose position(s) has been eliminated shall have the following bumping rights with reference to his presently assigned job classification:
  - a. He may displace the full time employee with the least classification seniority, or, if this least senior employee's position is for fewer scheduled hours than his former position, he may displace that employee with the least classification seniority holding a position for which the scheduled hours are equal to those of his former position. In the event there is no such position equal in hours held by a less senior employee, he may displace a junior employee holding the position nearest (but less than) the scheduled hours of his former position which junior employee shall be least senior employee assigned such hours or exercise the bumping rights enumerated in subsection 2 of this section.

- b. If the elimination of a position(s) is accomplished by the combining of positions, the combined position(s) shall be offered to the affected employees in order of greatest classification seniority. If the affected full time employee(s) refuse the combined position(s), the full time employee(s) with the least classification seniority shall be assigned to the combined position(s) and the senior full time employee(s) shall have the bumping rights enumerated in the preceding paragraph. If such combined position(s) is for fewer hours than the former position(s) held by the junior full time employee(s), the junior employee(s) shall also have the bumping rights enumerated in the preceding paragraph.
2. A full time employee(s) laid off or bumped from his presently assigned job classification shall have the following bumping rights:
- a. With reference to his presently assigned job category:
    - 1) He may exercise his higher classification(s) seniority which he holds within his present job category to displace the employee with the least classification seniority within this higher job classification(s).
    - 2) He may exercise his category seniority to displace the employee with the least category seniority in any of the lower job classification(s) within his job category, or, if this least senior employee's position is for fewer scheduled hours than his former position, he may displace that full time employee with the least category seniority in any of the lower job classification(s) within his job category holding a position for which the scheduled hours are equal to those of his former position. In the event there is no such position equal in hours held by a less senior employee, he may displace a junior employee in any of the lower job classification(s) within his job category holding a position nearest (but less than) the scheduled hours of his former position which junior employee shall be the least senior employee assigned such hours.

In the event a full time employee elects this option, his applicable category seniority which he holds at that time shall be counted toward the classification seniority which he accumulates in the lower job classification.
  - b. With reference to his other job category seniority:

He may exercise his other category seniority which he holds to displace the employee with the least category seniority within the job classification formerly held or any of the lower job classification(s) within this job category.

- 1) If the laid off or bumped full time employee selects any of the bumping rights enumerated in this section, the full time employee must fill any open position in the applicable job classification and/or category, if one exists, rather than displace a full time employee, provided the number of scheduled hours in the open position is equal to or greater than the number of scheduled hours in the position held by an employee he might otherwise displace.
- 2) Full time employees who are bumped in accordance with the provisions of this section shall be afforded all of the rights and options enumerated in this section.

Section C. Reduced Hours

1. A full time employee(s) whose regularly scheduled daily/weekly working hours have been reduced shall have the following bumping rights:
  - a. With reference to his presently assigned job classification:

He may displace the full time employee with the least classification seniority, or, if this least senior employee's position is for fewer scheduled hours than his former position, he may displace that employee with the least classification seniority holding a position for which the scheduled hours are equal to those of his former position. In the event there is no such position equal in hours held by a less senior employee, he may displace a junior employee holding the position nearest (but less than) the scheduled hours of his former position which junior employee shall be the least senior employee assigned such hours or exercise the bumping rights enumerated in subsection 1-b of this section.
  - b. With reference to his presently assigned job category:
    - 1) He may exercise his higher classification seniority which he holds within his present job category to displace the employee with the least classification seniority within this higher job classification(s).

- 2) He may exercise his category seniority to displace the employee with the least category seniority in any of the lower job classification(s) within his job category, or, if this least senior employee's position is for fewer scheduled hours than his former position, he may displace that employee with the least category seniority in any of the lower job classification(s) within his job category holding a position for which the scheduled hours are equal to those of his former position. In the event there is no such position equal in hours held by a less senior employee, he may displace a junior employee in any of the lower job classification(s) within his job category holding a position nearest (but less than) the scheduled hours of his former position which junior employee shall be the least senior employee assigned such hours.

In the event an employee elects this option, his applicable category seniority which he holds at that time shall be counted toward the classification seniority which he accumulates in the lower job classification.

2. If the bumped full time employee or employee whose hours have been reduced or bumped selects any of the bumping rights enumerated in this section, the employee must fill any open position in the applicable job classification and/or category, if one exists, rather than displace an employee, provided the number of scheduled hours in the open position is equal to or greater than the number of scheduled hours in the position held by an employee he might otherwise displace.
3. Full time employees who are bumped in accordance with the provisions of this section shall be afforded all of the rights and options enumerated in this section.

#### Section D. Recall.

Full time employees on layoff and/or bumped shall be recalled in the following numerical order:

1. After the implementation of the procedure set forth in Article 7, Section C-1, the employee with the greatest classification seniority, as limited by Section E-3 of this Article, shall be recalled first to any open position which becomes available within the specific job classification from which he was laid off and/or bumped. If an employee is recalled to said position and rejects such recall, he shall lose his recall rights to the applicable specific job classification for the duration of this specific layoff or bump period, however, such rejection shall not affect his rights enumerated in Section D-2 of this Article.

2. After the implementation of the procedure set forth in Article 7, Section C-2, a full time employee who does not bump and/or is unable to bump into a lower numerical job classification within his presently assigned job category due to personal preference and/or lack of the applicable seniority, shall be recalled in order of greatest applicable category seniority to any open position(s) which become(s) available in any of the lower numerical job classifications within the job category which he was assigned at the time of layoff, as limited by Section E-3 of this Article. If an employee is recalled to said position(s) and rejects such recall(s), he shall not lose his recall rights to the lower numerical job classifications within the specific job category.
3. A full time employee holding seniority in a higher job classification(s) and/or another job category(ies), due to a prior voluntary transfer who does not bump and/or is unable to bump, due to personal preference and/or lack of the applicable seniority shall be recalled in order of greatest applicable seniority to any open position(s) which become(s) available in the higher classification(s) and/or job category(ies), as limited by Section E-3 and Section A of this Article. If an employee is recalled to said position(s) and rejects such recall, he shall lose his recall rights to the applicable job classification(s) and/or job category(ies) for the duration of this specific layoff or bump period, however, such rejection shall not affect his rights enumerated in Section D-2 of this Article.

Section E. Continuous service within the bargaining unit shall be broken and the employment relationship terminated only when a full time employee:

1. Submits a written resignation; or
2. is discharged for just cause; or
3. fails to give notice of his intent to accept or reject a recall to a position within seven (7) days or, having given notice of his intent to accept the position, fails to report for work within fourteen (14) days after receipt of a written notice of recall to work after a bargaining unit layoff, given by the employer by registered or certified mail or telegram and addressed to the employee at his last address appearing on the records of the employer. The employer's letter shall be considered as received if it is returned marked "no forwarding address".

Section F. A full time employee during the period of bargaining unit layoff shall be entitled to continue participation in insurance coverages to which he was entitled before he was laid off, provided that the employee assume the full cost of said premiums for the duration of the layoff.

Section G. Neither unit seniority nor classification seniority nor category seniority shall accumulate during a period of bargaining unit layoff, but shall be retained and restored to the full time employee upon the full time employee's recall from layoff.



Section H. Neither unit seniority nor classification seniority nor category seniority shall apply to any particular type of work or to the place where such work is performed.

Section I. In the event that the procedures outlined in this Article prove to be infeasible, administratively impracticable, or otherwise not in the best interest of River Forest Community Schools, the Association and the employer shall meet, in a good faith effort, to resolve the problem; however, this section shall not be interpreted to require either party to agree to any change in the language of this Article during the term of this Master Contract.

## **ARTICLE 7**

### **OPEN POSITIONS**

Section A. A position shall be declared an open position upon:

1. The effective date of a newly created position; or
2. the death of an employee; or
3. the effective date of an employee's written resignation; or
4. upon an employee's discharge for just cause; or
5. an employee being absent from work for forty (40) consecutive work days or after the exhaustion of an employee's sick leave, whichever is longer.

Section B. Open positions will be posted within ten (10) work days following said positions being declared open in accordance with this Article. Notification of an open position or a position which will become open shall be posted on the bulletin boards in the cafeteria area, boiler room, and the office within each school for a minimum of ten (10) work days and a copy posted on the Corporation website.

Summer recess postings for any open position requiring less than a 12-month work schedule shall be posted as follows and shall supersede the preceding paragraph:

1. any such open position occurring from June 1 through June 30 shall be posted in the Central Office for the period of July 1 through July 14, and
2. any such open position occurring from July 1 through July 31 shall be posted in the Central Office for the period of August through August 14, and
3. any such open position occurring August 1 or after shall be posted in accordance with the preceding paragraph.

Section C. Open positions shall be filled in accordance with the procedures set forth in the Section, in the following order of priority:

1. An open position will be posted.
2. An employee applying for open positions shall be interviewed and considered regarding the below listed criteria before a new employee is hired:
  - a. employee applicants presently within the job classification in which the open position occurs;
  - b. employee applicants presently within different job classifications within the specific job category in which the open position occurs;
  - c. employee applicants presently within different job categories other than the specific job category in which the open position occurs.

Section D. Open positions may be filled on a temporary basis with substitutes for a maximum total of forty (40) work days or with temporary assignments for the maximum number of work days in accordance with Article 8, Section C of this Contract or with a combination of substitutes and temporary assignments not to exceed a maximum total of forty (40) work days with the exception of temporary grant funded positions.

When a position has not been declared open, but a full time employee is absent from his position because of reasons specified in Section A (5) of this Article, the position may be filled on a temporary basis with substitutes or with temporary assignments for the maximum number of work days in accordance with Article 8, Section C of this Contract or with a combination of substitutes and temporary assignments.

## ARTICLE 8

### TRANSFERS AND TEMPORARY ASSIGNMENTS

Section A. Voluntary Transfers. An employee who is a successful applicant and who transfers from one job classification and/or the job category to another shall receive the rate of the job classification and/or job category to which he transfers. In the event such transfer is made in lieu of a layoff, as a result of exercising seniority in accordance with Article 6, he shall be paid the rate of the job classification and/or job category to which he transfers.

Section B. Involuntary Transfers. An employee who is involuntarily transferred to a different assignment within his present job classification shall be given a written statement which states the reasons for the involuntary transfer. Upon employee and/or Association request, the Association shall be notified of the meeting and shall be entitled to have a representative present. No employee shall be involuntarily transferred to a different assignment within his present job classification which involves a decrease or an increase in hours per day. No employee shall be involuntarily transferred to a different job classification within his job category or to a different job category.

Section C. Temporary Assignments. An employee who is temporarily assigned by the employer to a job classification and/or job category other than his regular job classification and/or job category for one-half (1/2) or more of his normal work day shall receive the rate of his regular job classification or the rate of the job classification and/or job category to which he has been temporarily assigned, whichever is higher, for the time spent on the temporary assignment.

Temporary assignment of an employee to a lower numerical classification within his regularly assigned job category shall not be in excess of twenty (20) work days during any given twelve (12) month period commencing with the first day of the temporary assignment without the agreement of the affected employee and the Association. Temporary assignment of an employee to a given position in a higher numerical classification within his regularly assigned job category or another job category shall not be in excess of sixty (60) work days during any given twelve (12) month period commencing with the first day of the temporary assignment without the agreement of the affected employee and the Association.

An employee who is temporarily assigned by the employer to a job classification and/or job category other than his regular job classification and/or job category shall not have anything of a derogatory or negative nature pertaining to his assignment-related performance placed in his personnel file for the duration of the temporary assignment.

## **ARTICLE 9**

### **EMERGENCY SCHOOL CLOSING**

Section A. When schools are closed due to inclement weather conditions or any other emergency, the custodial staff shall be expected to report to work at their regularly scheduled times unless otherwise notified. If, because of an emergency school closing, a Class II, Class III, or Class IV custodial employee is told not to report to work he shall receive his regular pay. If, because of an emergency school closing, a Class I custodial employee is told not to report for work, he shall not receive his regular pay; however, such day(s) lost during the Class I employee's work year because of such emergency school closing shall be rescheduled with pay as an addition to the present work year. If the schools are closed due to inclement weather conditions or any other emergency after a Class I custodial employee has reported to work at his regularly scheduled time, the Class I custodial employee shall receive a minimum of two (2) hours pay or the hours worked (rounded to the highest whole hour), whichever is greater, and such day(s) shall be rescheduled with pay as an addition to the present work year.

## ARTICLE 10

### GENERAL WORKING CONDITIONS & PAY PROCEDURES

Section A. Uniforms. Any uniform deemed necessary by the employer for its employees shall be furnished at the expense of the employer. Such uniforms shall be laundered by the employee and shall be returned to the employer upon termination of employment, if so requested. However, employees may at their own expense be required to wear footwear which does not constitute a health or safety hazard.

Section B. Rest Area. The employer agrees to continue to provide a suitable rest or lounge area for the employees in each school.

Section C. Physical Examination. If a physical examination, tuberculosis examination, health permit or any examination is required by the employer, the medical fee for such examination or permit shall be borne by the employer.

Section D. Payroll Procedures. The employer shall institute adequate payroll procedures to insure that all hours worked are properly recorded.

Section E. Change in Category Seniority When an employee is eligible for an increase in pay due to a change in their years of corporation seniority, the increase will occur on their anniversary date.

This section does not apply to the 61<sup>st</sup> Working Day salary increase.

## **ARTICLE 11**

### **OPTIONAL PAYROLL DEDUCTIONS**

Section A. Tax Sheltered Annuity. This program is available to employees as provided under the Internal Revenue Service regulations and federal law governing the type of program and amount of deduction. Information will be provided by the Administration office upon request.

Section B. Insurance. The employer shall make the payroll deductions authorized by employees in accordance with Article 16, Section A and E of this Master Contract.

## **ARTICLE 12**

### **PAID HOLIDAYS**

Section A. Each full time employee shall receive the following paid holidays:

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
President's Day  
Good Friday  
Memorial Day

Additionally, all full time custodial personnel shall receive Friday following Thanksgiving Day and Christmas Eve Day as paid holidays.

Section B. Each full time employee who is scheduled to work the regular work day before and after Independence Day shall, additionally, receive Independence Day as a paid holiday.

Section C. A paid holiday shall equal the amount of pay which the full time employee normally receives for a regular work day.

Section D. If a paid holiday occurs on a Saturday, for purposes of this Master Contract, Friday becomes the holiday. If a paid holiday occurs on a Sunday, for purposes of this Master Contract, Monday becomes the holiday. For example, if a specific holiday occurs Saturday then Friday becomes the observed holiday and if the Friday is also a specific holiday both Thursday and Friday would be observed as holidays. Except as specified in this Section, the last working day prior to the holiday occurring on a weekend shall be considered the holiday for purposes of this Master Contract.

Section E. Any employee on an unpaid leave of absence (as specified in Article 15) or on Worker's Compensation and not drawing pay (including partial pay) from the school employer shall be ineligible for any of the paid holidays specified within this Article which occur during such absence period.



## **ARTICLE 13**

### **PAID VACATIONS**

Section A. For purposes of this Article, "employee(s)" is defined as all full time employees in job classifications IV, III, and II within the Custodial Personnel job category and all other employees within the bargaining unit who are regularly scheduled to work on a twelve month basis.

Section B. Based upon his category seniority within the job category to which he is presently assigned, each full time employee who is in job classification IV, III or II, within the Custodial Personnel job category and each employee who is assigned to a position which requires that he be regularly scheduled to work on a twelve (12) month basis shall be entitled to yearly paid vacations according to the following schedule:

1. Each full time employee who has one (1) year of applicable category seniority shall be entitled to five (5) days paid vacation per anniversary year.
2. Each full time employee who has two (2) years of applicable category seniority shall be entitled to ten (10) days paid vacation per anniversary year.
3. Each full time employee who has five (5) years of applicable category seniority shall be entitled to fifteen (15) days paid vacation per anniversary year.
4. Each full time employee who has ten (10) years of applicable category seniority shall be entitled to twenty (20) days paid vacation per anniversary year.

Section C. Vacation pay in lieu of vacation shall not be allowed except as specified in Section H of this Article.

Section D. An employee shall be allowed to carry over a maximum of ten (10) days of his allotted unused paid vacation days from one anniversary year to the next anniversary year. However, the days so carried over must be designated as such in writing to the employee's immediate supervisor. Except as specified in this Section, any unused vacation days shall not be accumulated.

Section E. Paid holidays occurring during the vacation period shall not be charged against the vacation allowance.

Section F. In an extended absence due to illness when the full time employee's earned sick leave days are exhausted, additional days of absence may, at the request of the employee, be charged against said full time employee's earned vacation allowance.

Section G. The vacation season shall be from January 1 through December 31 of any calendar year; however, vacations will not normally be granted during the month of August.

Vacation requests should be submitted to the Supervisor at least seven (7) calendar days prior to the requested vacation period. Vacations during any one period shall be limited to such number and classifications as not to interfere with the normal conduct of the school and may be limited to one full time employee at any given time. When more than one employee requests a vacation for any one period, preference will be given to the full time employee with the greatest category seniority except for good cause shown. Normally during the period commencing with the end of the regular school year and ending July 31 inclusive, employees with five (5) years or more category seniority shall be entitled to a maximum of two (2) weeks vacation, and the employees with two (2) years or more category seniority but not less than five years category seniority shall be entitled up to a maximum of one (1) week vacation.

Section H. Any full time employee whose continuous service within the bargaining unit is broken and/or employment terminated and who has not taken any or all of his previous anniversary year's earned paid vacation shall receive the remaining number of paid vacation days unused, including carryover, within six (6) calendar weeks following his last day of service. Additionally, any employee whose continuous service is broken and/or employment terminated prior to his employment anniversary date, shall receive his present anniversary year's earned paid vacation, on a prorated basis rounded to the nearest one-half (1/2) day (all paid days plus all scheduled work days for which pay is not received, as a ratio to 260), within six (6) calendar weeks following his last day of service.

Section I. In the event of the death of an employee, the earned vacation payment(s) set forth in Section H of this Article shall be paid to the beneficiary designated on the employer's paid life insurance policy for the employee. If no beneficiary has been named on the employee's life insurance policy, the earned vacation benefits shall be paid to the beneficiary named on the employee's Public Employees Retirement Fund. If no beneficiary has been named on the employee's Public Employees Retirement fund, the earned vacation benefits shall be paid to the employee's estate.

Section J. In the event an employee is moving from class I to a vacation qualifying classification, vacation time shall be accrued based on the time in the qualifying classification.

## ARTICLE 14

### PAID LEAVES

#### Section A. Sick Leave

1. Each full time employee who is assigned to a position which requires that he be regularly scheduled to work on a twelve (12) month basis shall be entitled to be absent from work on account of personal illness or quarantine for a total of thirteen (13) days each year without loss of compensation. Other employees shall be entitled to be absent from work on account of personal illness or quarantine for a total of eleven (11) days each year plus one (1) additional sick day for every fifteen (15) scheduled work days before and after (total) the regular school year without loss of compensation. New employees hired during the school year shall have their sick days prorated. A school year, for the purpose of this contract provision, is July 1 to June 30.
2. When a full time employee has been absent from work, with or without compensation, due to personal illness or quarantine, for more than five (5) consecutive work days, a doctor's certificate must be submitted to the immediate supervisor.  
  
The Board shall have the right to request a doctor's statement after three (3) consecutive work days of absence and upon reasonable suspicion of abuse.
3. If in any one year an employee is compensated for fewer than the applicable number of paid sick days to which he is entitled by virtue of subsection 1 of this section, the remaining days shall be accumulated up to 160 days. Bargaining unit members employed on January 1, 2015 with more than 160 accumulated days shall have that total number of days be their accumulation limit.
4. Sick days may be taken in units of one-half (1/2) day or a full day; except, when taken in conjunction with Worker's Compensation Insurance, in which case sick days may be taken in units of one-third (1/3) day or a full day.
5. For purposes of this section, a "year" shall be July 1 through June 30, upon returning to work for the new school calendar year.

#### Section B. Personal Business Leave

1. In addition to sick leave benefits, a full time employee shall be entitled to be absent from work for personal business for a maximum of three (3) days each year without loss of compensation. New employees hired during the school year shall have their personal business days prorated. A school year, for the purpose of this contract provision, is July 1 to June 30.

The full time employee shall submit a written request to the immediate supervisor, a work day in advance, if possible. However, if in any one (1) year the employee is absent because of personal business for fewer than the number of annual days allowed, the remaining annual personal business leave days shall be accumulative to a maximum of six (6) personal business leave days, all of which can be taken during one school year. Unused personal business leave days beyond the aforementioned six (6) days shall be credited to the employee's accumulated sick leave at the end of each year.

2. Personal business days may be taken in units of one-half (1/2) day or a full day.
3. For purposes of this section, a "year" shall be July 1 through June 30.

Section C. Bereavement Leave

1. Each full time employee shall be entitled to be absent from work without loss of compensation for a period not to exceed five (5) work days for a death in the immediate family. The five (5) work days off must commence either the day of the death or the day after and the five (5) days shall be taken within two (2) calendar weeks. For purposes of this section, immediate family is defined as spouse, child, stepchild, child-in-law, parent, stepparent, parent-in-law, grandparent, step grandparent, grandchild, step grandchild, brother, stepbrother, sister, stepsister, regardless of residence, or any other person who, at the time of death, was living as a member of the household of the employee. Any other relationship must be approved by the Superintendent.
2. Each full time employee shall be entitled to be absent from work for one day without loss of compensation (not deducted from sick or personal business leave) for the attendance at the funeral of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or grandparent of his spouse. In the event the funeral for which such leave is granted takes place more than two hundred (200) miles from Hobart Township, an additional day of leave shall be granted upon request. When more extensive travel is required and upon employee request, additional days may be granted by the Superintendent.
3. In the event of the death of a full time employee, it is anticipated that some of the employees from the deceased employee's building as well as the Association president will attend the funeral service without loss of pay or accumulated leave days. After consulting with the Association and the Superintendent, the principals shall make the appropriate arrangements.
4. In the event that more than one (1) such death occurs in the period of a calendar year, the above provisions shall apply in each instance.
5. These days shall not be deducted from the accumulated sick leave or yearly sick leave.

#### Section D. Legal Leave.

An employee who is subpoenaed by a litigant other than the Association in a case to which the River Forest Community School Corporation is a party to appear as a witness in court during any work day, shall receive full compensation. An employee who is subpoenaed by any other litigant may receive full compensation at the discretion of the Superintendent. Each employee who is called to jury duty during any one day shall receive the difference in pay for time lost and the amount received as jury pay, provided, however, that pay for court incurred expenses shall not be considered as jury pay and shall not be deducted from the employee's compensation. When an employee is released for a day or for a part of a day, he shall report to the school for work. Holiday pay shall not be affected.

#### Section E. "Work-Related" Assault and Battery Income Protection

In the case of absence of an employee due to a compensable injury under Worker's Compensation resulting from an unprovoked assault or battery by a student or outsider arising out of, and in the course of, the employee's employment with River Forest Community School Corporation, the employee shall be compensated the difference between Worker's Compensation payments and the employee's regular salary for as long as Worker's Compensation payments continue, but not to exceed 160 working days. Sick Leave need not be used in such a situation during the first 160 working days after the assault or battery.

Should the employee be unable to return to work by the 160<sup>th</sup> working day after the assault or battery as a result of any compensable injury sustained, the employee may do either of the following:

1. If still receiving Worker's Compensation payments after the 160<sup>th</sup> working day, the employee will be compensated the difference between Worker's Compensation payments and the employee's regular salary provided the employee uses 1/3 sick day for each day so compensated.
2. If Worker's Compensation payments have terminated, the employee may take regular sick leave, if eligible.

Employees absent due to such a compensable injury may be required to provide medical proof of the employee's anticipated "return to work" date or may be required to perform "light duty", if available and medically authorized.

## ARTICLE 15

### UNPAID LEAVES OF ABSENCE

#### Section A. Certified Illness or Injury

1. In the event an employee's FMLA is exhausted, that employee may ask the Superintendent for an extended leave for up to one year. During that leave, the employee or designee is responsible for 100% of medical, dental, and vision Insurance.
2. Certified illness or injury shall mean an illness or injury which has been certified by a physician licensed to practice medicine.
3. Upon return to work from a leave of absence due to illness or injury, except as limited by Article 6, the employee shall be restored to his former position, if such position exists, even though the position has been filled in accordance with the provisions of Article 7; if it does not exist, then to a job comparable with regard to work, rate of pay and benefits.
4. An employee returning to work from a leave of absence due to illness or injury may be required to pass an appropriate medical examination at the request of the employer before returning to work, such medical examination shall be at the expense of the employer.
5. Time missed from work on account of an on-the-job injury does not constitute a leave for the purposes of this section.
6. The denial of a request for leave pursuant to this Section shall be subject to the grievance procedure.

#### Section B. Maternity/Child Care Leave

1. An employee shall be entitled to, upon written request, a leave of absence, without pay, not exceeding one (1) year, for maternity/child care. Such leave will commence as of the date the employee's pregnancy/FMLA leave ends, whichever is longer, however, in no event shall the leave exceed one (1) year from commencement of the leave.
2. Upon return to work from a maternity/child care leave of absence, except as limited by Article 6, the employee shall be restored to his former position, if such position exists, even though the position has been filled in accordance with the provisions of Article 7; if it does not exist, then to a job comparable with regard to work, rate of pay and benefits.

Section C. Personal Reasons. An employee after one (1) year of employment may be granted, upon written request, a leave of absence, without pay, not exceeding one (1) year, per request, for personal reasons. Said leave of absence may be granted at the Superintendent's discretion.

1. The request for said leave of absence must be in writing by the employee to the Superintendent or designee. The Superintendent or designee will send a written approval or disapproval to the employee.
2. In the event the leave is not granted for a definite period of time but is instead granted for an indefinite period of time, the employee shall give as much notice as possible prior to returning to work, but in no event less than two (2) weeks.
3. Upon return to work from said leave of absence, except as limited by Article 6, the employee shall be restored to his former position, if such position exists, even though the position has been filled in accordance with the provisions of Article 7; if it does not exist, then to a job comparable with regard to work, rate of pay and benefits.
4. Federal program employees will be granted leave for personal reasons only when such leave conforms to the goals and objectives of the program.
5. In no event shall a leave be granted for the purpose of taking vacations.

Section D. Association. An employee who is elected or appointed to full-time positions with the Association shall, upon proper application, be granted a leave of absence, without pay, for a maximum of two (2) years for the purpose of accepting such positions. Upon return to work from said leave of absence, except as limited by Article 6, the employee shall be restored to a position comparable with regard to work, rate of pay and benefits. This section shall not apply to Bilingual Paraprofessionals or Reading/Math Paraprofessionals.

Section E. A full time employee on an unpaid leave of absence as specified in Sections C and/or D of this Article shall be entitled, upon written request, to continue participation in insurance coverages (hospital, life, dental and other group plans) to which he was entitled at the time the unpaid leave of absence commenced, provided that the employee shall assume the full cost of said premiums for the duration of said leave, commencing with the last day of the month in which the leave commences. Such payment shall be made at the administration building on or before the last day of each month.

Section F. When a full time employee is on an unpaid leave of absence as specified in Sections A and/or B of this Article, and in the event the Board agrees to extend the employee's unpaid leave of absence beyond 365 days, the employee may elect to continue coverage in the group health insurance plan pursuant to COBRA law.

In addition to the insurance coverage specified above within Article 16, Section A the employee on an unpaid leave of absence as specified in Sections A and/or B of this Article shall be entitled, upon written request, to continue participation in insurance coverages (group plans other than hospital, vision and dental) to which he was entitled at the time the unpaid leave of absence commenced provided that the employee shall assume the full cost of said premiums for the duration of said leave, commencing with the last day of the month in which the leave commences. Such payment shall be made at the Administration Building on or before the last day of each month.

Section G. An employee returning from any unpaid leave of absence, including any leave taken under the Family and Medical Leave Act of 1993, shall have all benefits to which he was entitled at the time his leave of absence commenced restored. With the exception of leaves taken under the Family and Medical Leave Act of 1993, unit seniority, category seniority and classification seniority shall not accumulate during any unpaid leave of absence, but shall be retained and restored to the employee upon the employee's return.

Section H. Family and Medical Leave. River Forest Community School Corporation will adjust practices to adhere to the provisions of the Family and Medical Leave Act of 1993 and such shall be made a part of this Master Contract.

1. Employees shall be required to use personal business and/or sick leave concurrently with protected FMLA leave

See Appendix E for FMLA Guidelines.



## ARTICLE 16

### INSURANCE

Section A. Health Insurance and Dental Insurance. Each full time employee shall be eligible to participate in the group hospitalization, vision and dental insurance plan. The employer shall pay the full premium for the Vision and Dental Plan for each full time employee enrolled in the District's Health Plan. During the life of this Master Contract, the benefits and the carrier shall not be changed except by agreement of the parties. Each new employee shall within thirty days of reaching the completion of their probationary period, by signing the appropriate forms and payroll deduction cards and submitting them to his immediate supervisor, indicate which of the following options he chooses to exercise.

1. Single Health -- The employee shall pay twenty percent (20%) of the premium for participation in the single health plan.
2. Family Health -- The employer shall pay 80% of the full premium and the employee shall pay the remaining 20% of the employee's participation.
3. All provisions under insurance shall be congruent with the Porter County Insurance Trust and River Forest Benefits Committee.

In the event both husband and wife are eligible for coverage, they may elect individual single plans or one family plan.

The employees' portion of premium as specified in 1 and 2 above shall be available on a payroll deduction basis of eighteen (18) deductions for employees working less than twelve (12) months and twenty-six (26) deductions for twelve (12) month employees. An employee may elect to pay the full amount of his portion of the premium as specified within this Section in a lump sum cash amount to the Administration office upon enrolling or the first month of the insurance premium year.

Section B. Life Insurance. The employer shall provide and enroll each full time employee in a \$75,000 life insurance policy.

The life insurance policy shall include accidental death, dismemberment and disability; and in the event of accidental death, the above applicable benefit amount shall be double.

The employer will also provide a \$5,000 life insurance policy for the spouse of each full time employee and \$3,000 life insurance policy for each dependent child of a full time employee (dependent child under the definition of the IRS).

The employer shall pay the full cost of the benefits enumerated in this section.

Section C. Liability Insurance. The employer shall provide liability insurance for all full time employees while performing scheduled work assignments without any cost to the full time employees.

Section D. Long-Term Disability Insurance. The employer shall provide and enroll each employee who is scheduled to work three and a half (3.5) hours or more per scheduled work day in a long term disability insurance policy. Benefits will begin upon termination of a sixty (60) calendar day waiting period. Benefits will be sixty percent (60%) of salary, up to a maximum monthly disability benefit seven thousand dollars (\$7,000) with a maximum covered monthly compensation of—eleven thousand six hundred sixty-seven dollars (\$11,667.00).

Section E. Section 125 Provisions. The benefits provided to employees by the provisions of Section 125 of the U. S. Revenue Code (Flexible Benefit Plan) shall be made available by the Board to all employees. Any payroll deductions required by the plan shall be instituted by the Board. Neither the Association nor the Board shall be responsible for the advisability of the plan or its conformity to law. All costs including all monthly administrative costs/fees shall be paid by the Board.

The amount paid to the Public Employees Retirement Fund for each employee who participates in Section 125 shall be based on the employee's gross earnings before the Section 125 deductions are made and shall not cause such employee's PERF contributions to be reduced as a result of participation in Section 125.

## **ARTICLE 17**

### **WORKER'S COMPENSATION**

The school employer shall provide Worker's Compensation Insurance. Any accident occurring within the scope of employment must be reported to the immediate supervisor who will fill out the official report form on the accident and file same with the Superintendent of Schools or his designee. Sick leave pay shall, upon the employee's request, be used for any work day not compensable by Worker's Compensation. If the first seven (7) work days are compensable by Worker's Compensation and the employee used sick leave in full day units, upon receipt of Worker's Compensation payment for the first seven (7) work days, the employee shall return such payment to the school corporation and the employee's sick leave used for the first seven (7) work days shall be reinstated to the employee at a rate of two-thirds ( $\frac{2}{3}$ ) day for each full day unit of sick leave used. Commencing with the sixth (6th) scheduled work day if an employee is absent because of a work-related accident, the Board shall pay to such employee the difference between eighty percent (80%) of the employee's daily rate and the amount paid by Worker's Compensation for the period commencing with the employee's sixth (6th) scheduled work day through the employee's fiftieth (50th) scheduled work day and during this forty-five (45) scheduled work day period no deductions shall be made from the employee's sick leave days including accumulated days. If the employee continues beyond the fiftieth (50th) scheduled work day to qualify for benefits under Worker's Compensation Law, commencing with the employee's fifty-first (51st) scheduled work day, upon the employee's request, sick leave pay shall be used for any day which is compensable by Worker's Compensation on a pro-rata basis ( $\frac{1}{3}$  day) to make up the difference between the employee's daily rate and the amount paid by Worker's Compensation.

Physician required appointments for follow-up care relative to injuries sustained while on the job within the scope of the employee's responsibilities which cannot be scheduled other than during the employee's scheduled work day will be allowed without loss of pay or reduction of sick leave benefits.

When an employee is absent because of an injury which qualifies for Worker's Compensation, the employer shall continue for the first eighteen (18) months of such absence to pay the premium amounts as specified in Article 16, Sections A and B, toward the insurance coverages in which the employee was enrolled at the time the injury occurred. Commencing with the nineteenth (19th) month of such absence, the employee shall have the right to continue such insurance coverages at his own expense.

## **ARTICLE 18**

### **PERF -- RETIREMENT AGE**

Section A. Public Employees' Retirement Fund. A new full time employee who is under sixty (60) years of age and who occupies a position normally requiring performance of more than six hundred (600) hours but less than one thousand (1,000) hours of work during a year may, at his option, become a member at the time of employment; however, a new employee who occupies a position normally requiring performance of one thousand (1,000) hours of work or more during a year, must become a member of PERF at the time of employment. Employee members shall contribute that percentage of their gross salary required by statute and the school employer shall contribute that portion of gross salary established by the PERF.

Section B. Retirement Age. There shall be no mandatory retirement age.

**ARTICLE 19**  
**SEVERANCE PAY**

Section A. Employees that have not already received board approval for their retirement as of 11/1/2015 and according to their individual hiring date (and years of service) will qualify for the following severance pay as specified and in accordance with Section B and Section C through G.

Section B. Employees working thirty (30) hours per week shall qualify for a two percent (2% of their hourly rate) VEBA contribution effective: January 1, 2016.

Section C. All employees with a hire date prior to January 1, 1990 shall receive:

1. \$80 per day for each accumulated sick day as of January 1, 2015, upon retirement. The accumulated sick days as of January 1, 2015 shall be the maximum and should the employee's sick days reduce, the payment will be based upon the reduced amount upon retirement. Payment shall be made accordingly: the first payment shall be made during the last month of employment in an amount equal to the employee's total severance pay or \$5,000.00, whichever is lesser. Any subsequent payment(s) required shall be made on an annual basis commencing twelve (12) months following the employee's date of retirement in an amount equal to the employee's remaining severance pay or \$5,000.00, whichever is lesser. Employees must notify the Superintendent in writing by May 1, one (1) year prior to retirement. Failure of notification before May 1 shall not void nor reduce the employee's severance benefits but may result in a maximum of a one (1) year waiting period before receiving severance pay. Employees may elect to have payment made to an individual 401(a) account.
2. And \$180 for each year of service to the school district as of January 1, 2015, which shall be contributed in the form of a 401(A) account by June 30, 2016. Employees shall be fully vested upon separation of employment.

Section D. All employees with a hire date of January 1, 1990 through December 31, 1995 shall receive:

1. \$60 per day for each accumulated sick day as of January 1, 2015, upon retirement. The accumulated sick days as of January 1, 2015 shall be the maximum and should the employee's sick days reduce, the payment will be based upon the reduced amount upon retirement. Payment shall be made accordingly: the first payment shall be made during the last month of employment in an amount equal to the employee's total severance pay or \$5,000.00, whichever is lesser. Any subsequent payment(s) required shall be made on an annual basis commencing twelve (12) months following the employee's date of retirement in an amount equal to the employee's remaining severance pay or \$5,000.00, whichever is lesser. Employees must notify the Superintendent in writing by May 1, one (1) year prior to retirement. Failure of notification before May 1 shall not void nor reduce the employee's severance benefits but may result in a maximum of a one (1) year waiting period before receiving severance pay. Employees may elect to have payment made to an individual 401(a) account.
2. And \$130 for each year of service to the school district as of January 1, 2015, which shall be contributed in the form of a 401 (A) account by June 30, 2016. Employees shall be fully vested upon separation of employment.

Section E. All employees with a hire date of January 1, 1996 through December 31, 2000 shall receive:

1. \$50 per day for each accumulated sick day as of January 1, 2015 upon retirement. The accumulated sick days as of January 1, 2015 shall be the maximum and should the employee's sick days reduce, the payment will be based upon the reduced amount upon retirement. Payment shall be made accordingly: the first payment shall be made during the last month of employment in an amount equal to the employee's total severance pay or \$5,000.00, whichever is lesser. Any subsequent payment(s) required shall be made on an annual basis commencing twelve (12) months following the employee's date of retirement in an amount equal to the employee's remaining severance pay or \$5,000.00, whichever is lesser. Employees must notify the Superintendent in writing by May 1, one (1) year prior to retirement. Failure of notification before May 1 shall not void nor reduce the employee's severance benefits but may result in a maximum of a one (1) year waiting period before receiving severance pay. Employees may elect to have payment made to an individual 401(a) account.
2. And \$110 for each year of service to the school district as of January 1, 2015, which shall be contributed in the form of a 401 (A) account by June 30, 2016. Employees shall be fully vested upon separation of employment.

Section F. All employees with a hire date of January 1, 2001 through December 31, 2005 shall receive:

1. \$40 per day for each accumulated sick day as of January 1, 2015 upon retirement. The accumulated sick days as of January 1, 2015 shall be the maximum and should the employee's sick days reduce, the payment will be based upon the reduced amount upon retirement. Payment shall be made accordingly; the first payment shall be made during the last month of employment in an amount equal to the employee's total severance pay or \$5,000.00, whichever is lesser. Any subsequent payment(s) required shall be made on an annual basis commencing twelve (12) months following the employee's date of retirement in an amount equal to the employee's remaining severance pay or \$5,000.00, whichever is lesser. Employees must notify the Superintendent in writing by May 1, one (1) year prior to retirement. Failure of notification before May 1 shall not void nor reduce the employee's severance benefits but may result in a maximum of a one (1) year waiting period before receiving severance pay. Employees may elect to have payment made to an individual 401(a) account.
2. And \$100 for each year of service to the school district as of January 1, 2015, which shall be contributed in the form of a 401 (A) account by June 30, 2016. Employees shall be fully vested upon separation of employment.

Section G. All employees with a hire date of January 1, 2006 or later shall receive Section B.

## ARTICLE 20

### BILINGUAL PARAPROFESSIONALS CLASSIFICATIONS, WAGES AND PROVISIONS

Section A. Classifications. Bilingual Paraprofessionals will be divided into the following classifications:

Class II	Community Resource Person
Class I	Bilingual Paraprofessional

Section B. Basic Daily Rate. Bilingual Paraprofessionals shall be paid a basic hourly rate of pay according to the following schedule (a new hourly rate shall be paid as of the date that an official certified transcript is filed in the Administration office retroactive to the date when the required college credit was completed):

#### HOURLY RATES

Effective 1/1/2021 through 12/31/2022

Semester Hours of College Credit Completed

	Class 1	Class 2
Prob. Period	\$12.40	\$15.75
0-29 hours	\$13.66	\$17.03
30-49 hours	\$14.33	\$17.67
50-79 hours	\$15.00	\$18.30
80-120 hours	\$15.65	\$18.96
Bachelors	\$15.95	\$19.33

#### Non Credited Bilingual Paraprofessional Employees

Prob. Period	\$11.99
61 <sup>st</sup> Working Day	\$13.25
1 Year Seniority	\$13.96
3 Years Seniority	\$14.22
5 Years Seniority	\$14.52
10 Years Seniority	\$14.77
15 Years Seniority	\$15.08
20 Years Seniority	\$15.38
25 Years Seniority	\$16.00

Section C. Professional Meetings and Workshops. A Bilingual Paraprofessional wishing to attend professional meetings or workshops should, whenever possible, make a request for attending the meeting or workshop at least one (1) month before the meeting date. Attendance at all meetings and workshops and allowance for travel, per diem room and board, and conference expenses shall require the approval of the Board. If the request is granted, an applicant may attend the meeting or workshop without loss of pay or leave benefits. The meetings and workshops should normally be related to the current work assignment. All applicants must complete the proper forms for the school records.



Section D. The Bilingual Paraprofessional work day shall not exceed eight (8) hours and shall be consecutive hours. The work day shall include: 1) a lunch period of at least thirty-five (35) consecutive minutes between the hours of 11:00 a.m. and 1:00 p.m., 2) a fifteen (15) minute break before the lunch period, and 3) a fifteen (15) minute break after the lunch period. Any work beyond the eight (8) hour work day specified within this Section shall be considered overtime and paid at the rate of one and one-half (1 1/2) times the Bilingual Paraprofessional's applicable hourly pay rate, rounded to the nearest one-fourth (1/4) hour.

**ARTICLE 21**  
**READING/MATH PARAPROFESSIONALS**  
**CLASSIFICATIONS, WAGES AND PROVISIONS**

Section A. Classifications. Reading/Math Paraprofessionals will be divided into the following classifications:

Class II	Reading/Math Paraprofessional having additional instructional and planning responsibilities.
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Class I	Reading/Math Paraprofessional
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Section B. Basic Daily Rate. Reading/Math Paraprofessionals shall be paid the following basic hourly rate of pay according to the following schedule:

**HOURLY RATES**  
Effective 1/1/2021 through 12/31/2022

	Class I	Class II
Prob. Period	\$11.99	\$12.56
61st Working Day	\$13.25	\$13.92
1 Year Seniority	\$13.96	\$14.63
3 Years Seniority	\$14.22	\$14.92
5 Years Seniority	\$14.52	\$15.22
10 Years Seniority	\$14.77	\$15.46
15 Years Seniority	\$15.08	\$15.81
20 Years Seniority	\$15.38	\$16.14
25 Years Seniority	\$16.00	\$16.78

Section C. Professional Meetings and Workshops. A Reading/Math Paraprofessional wishing to attend professional meetings or workshops should, whenever possible, make a request for attending the meeting or workshop at least one (1) month before the meeting date. Attendance at all meetings and workshops and allowance for travel, per diem room and board, and conference expenses shall require the approval of the Board. If the request is granted, an applicant may attend the meeting or workshop without loss of pay or leave benefits. The meetings and workshops should normally be related to the current work assignment. All applicants must complete the proper forms for the school records.

Section D. The Reading/Math Paraprofessional work day shall not exceed eight (8) hours and shall be consecutive hours. The work day shall include: 1) a lunch period of at least thirty-five (35) consecutive minutes between the hours of 11:00 a.m. and 1:00 p.m., 2) a fifteen (15) minute break before the lunch period, and 3) a fifteen (15) minute break after the lunch period. Any work beyond the eight (8) hour work day specified within this Section shall be considered overtime and paid at the rate of one and one-half (1 1/2) times the Reading/Math Paraprofessional's applicable hourly rate, rounded to the nearest one-fourth (1/4) hour

Section E. A probationary employee who successfully completes the probationary period shall have his wage increased upon his 61<sup>st</sup> actual work day.

Section F. Qualification of Title I Reading/Math Professionals

The Board and the Association recognize the obligation of employees to participate in staff development programs for the improvement of employee performance. Furthermore, both the Board and Association recognize the importance of adhering to the guidelines and requirements of the federal law enactment "No Child Left Behind" Act of 2001, Section 1119, "Guidelines for teachers and paraprofessionals." Additionally, all requirements established in this Act shall be followed as a requirement for employment as necessary.

The Board and the Association agree that when the impact on wages, hours, or conditions of employment of any of the components of this Act become known to either party, negotiations on said impact will commence promptly upon the request of either party.

**ARTICLE 22**  
**ASSISTANTS/AIDES/CLERKS**  
**CLASSIFICATIONS, WAGES AND PROVISIONS**

Section A. Classifications. All Assistants, Aides, and Clerks will be Class I.

Section B. Basic Daily Rate. Assistants, Aides, and Clerks shall be paid on the following basic hourly rate of pay:

**HOURLY RATES**  
Effective 1/1/2021 through 12/31/2022

	Class I
Prob. Period	\$11.99
61 <sup>st</sup> Working Day	\$13.25
1 Year Seniority	\$13.96
3 Years Seniority	\$14.22
5 Years Seniority	\$14.52
10 Years Seniority	\$14.77
15 Years Seniority	\$15.08
20 Years Seniority	\$15.38
25 Years Seniority	\$16.00

Section C. Professional Conferences. See Appendices B-1 and B-2.

Section D. Assistants, aides and clerks who are assigned audio visual responsibilities and new computer responsibilities shall be given training and instructions pertaining to such responsibilities prior to such assignment. Such training and instructions should be given during the affected assistants, aides and clerks regular work day. In the event such training and instructions are given outside of the regular work day of the affected assistants, aides and clerks, such assistants, aides and clerks shall be paid at their applicable hourly rate for such training and instructions.

Section E. The Assistant and Aide and Clerk work day shall not exceed eight (8) hours and shall be consecutive hours. The work day shall include: 1) a lunch period of at least thirty-five (35) consecutive minutes between the hours of 11:00 a.m. and 1:00 p.m., 2) a fifteen (15) minute break before the lunch period, and 3) a fifteen (15) minute break after the lunch period. Any work beyond the eight (8) hour work day specified within this Section shall be considered overtime and paid at the rate of one and one-half (1 1/2) times the Assistant's, Aide's or Clerk's applicable hourly pay rate, rounded to the nearest one-fourth (1/4) hour.

Section F. A probationary employee who successfully completes the probationary period shall have his wage increased upon his 61<sup>st</sup> actual work day.

**ARTICLE 23  
SECRETARIES  
CLASSIFICATIONS, WAGES AND PROVISIONS**

Section A. Classification. Secretaries will be divided into the following classifications:

Class III	Middle School/ High School Secretary/Treasurer
Class II	Senior High School Guidance Secretary, Junior High School Guidance Secretary
Class I	Secretaries

Section B. Basic Hourly Rate. Secretaries shall be paid on the following basic hourly rate of pay:

**HOURLY RATES  
Effective 1/1/2021 through 12/31/2022**

	Class I	Class II	Class III
Prob. Period	\$13.14	\$13.82	\$14.00
61 <sup>st</sup> Working Day	\$14.55	\$15.28	\$15.46
1 Year Seniority	\$15.32	\$16.08	\$16.27
3 Years Seniority	\$15.62	\$16.40	\$16.58
5 Years Seniority	\$15.92	\$16.73	\$16.92
10 Years Seniority	\$16.21	\$17.04	\$17.22
15 Years Seniority	\$16.54	\$17.38	\$17.57
20 Years Seniority	\$16.88	\$17.69	\$17.93
25 Years Seniority	\$17.55	\$18.11	\$18.64

Section C. Professional Conferences. See Appendices B-1 and B-2.

Section D. A secretary who is temporarily assigned by the employer to a position outside of the bargaining unit (an open position or one temporarily vacant) for one-half (1/2) or more than his normal work day shall be paid an additional ten dollars (\$10.00) per day or if two secretaries share the temporary assignment, five dollars (\$5.00) per day per secretary. Such temporary assignment shall not exceed twenty (20) work days on an involuntary basis and shall not exceed a total of sixty (60) work days. Such employee shall not have anything of a derogatory or negative nature pertaining to his assignment-related performance placed in his personnel file for the duration of the temporary assignment.

Section E. The Secretary work day shall not exceed eight (8) hours and shall be consecutive hours. The work day for elementary Secretaries shall include: 1) a lunch period of at least thirty-five (35) consecutive minutes between the hours of 11:00 a.m. and 1:00 p.m., 2) a fifteen (15) minute break before the lunch period, and 3) a fifteen (15) minute break after the lunch period. The work day for secondary Secretaries shall include: 1) a lunch period of at least sixty (60) consecutive minutes between the hours of 11:00 a.m. and 1:00 p.m., 2) a five (5) to ten (10) minute break before the lunch period, and 3) a five (5) to ten (10) minute break after the lunch period. Any work beyond the eight (8) hour work day for secretaries specified within this Section shall be considered overtime and paid at the rate of one and one-half (1 1/2) times the Secretary's applicable hourly pay rate, rounded to the nearest one-fourth (1/4) hour.

Section F. A probationary employee who successfully completes the probationary period shall have his wage increased upon his 61st actual work day

**ARTICLE 24**  
**CUSTODIAL PERSONNEL**  
**CLASSIFICATIONS, WAGES AND PROVISIONS**

Section A. Classifications. Custodial personnel will be divided into the following classifications:

Class IV	General Maintenance
Class III	Head Custodian
Class II	Assistant Custodians
Class I	Cleaning Personnel

Section B. Basic Hourly Rate. All custodial personnel shall be paid the following basic hourly rate per class:

**HOURLY RATES**  
Effective 1/1/2021 through 12/31/2022

	Class I	Class II	Class III	Class IV
Prob. Period	\$11.92	\$13.18	\$14.26	\$15.49
61 <sup>st</sup> Working Day	\$13.18	\$14.62	\$15.76	\$17.11
1 Year Seniority	\$13.89	\$15.41	\$16.72	\$18.18
3 Years Seniority	\$14.19	\$15.68	\$17.03	\$18.53
5 Years Seniority	\$14.40	\$16.04	\$17.34	\$18.91
10 Years Seniority	\$14.68	\$16.33	\$17.72	\$19.29
15 Years Seniority	\$14.97	\$16.67	\$18.10	\$19.75
20 Years Seniority	\$15.26	\$17.01	\$18.49	\$20.03
25 Years Seniority	\$15.86	\$17.69	\$19.22	\$20.84

Section C. Professional Conferences. See Appendices B-1 and B-2.

Section D. Paid Breaks and Paid Lunch. Custodial personnel working more than four (4) hours shall have two (2) fifteen (15) minute paid breaks scheduled during their normal working hours. Custodial personnel working three (3) hours or more but not more than four (4) hours shall have one (1) fifteen (15) minute paid break scheduled during their normal working hours. Custodial personnel working more than four hours shall have a lunch period of at least thirty-five (35) consecutive minutes. Each custodial employee shall be notified by the Supervisor of the exact time for which his breaks are scheduled. It is recognized that the custodial employee may deviate from this schedule in the event of an unforeseeable emergency in which case the custodial employee shall note to his immediate supervisor the deviation and reason therefore as soon as practicable.

Section E. When the immediate supervisor assigns Custodial Class I personnel to train substitute cleaning personnel, the Class I custodian shall receive one additional hour's pay for each day of such training.

Section F. A probationary employee who successfully completes the probationary period shall have his wage increased upon his 61st actual work day.

Section G. Alcohol/Controlled Substances Testing

1. All employees required to hold and maintain a Commercial Driver's License (hereinafter CDL) shall be subject to and controlled by the provisions of the Omnibus Transportation Employee Testing Act of 1991 (hereinafter OTETA). The cost of any and all tests for alcohol and controlled substances (drugs) and/or testing equipment referenced within and covered under the OTETA shall be borne by the school employer, e.g., pre-employment screening, reasonable suspicion, post-accident (within 32 hours), random testing, "negative" confirmation, return to duty tests (with a negative result), follow-up testing (for a minimum of six tests within the first twelve months). Any controlled substance test which proves "positive" shall be the sole financial responsibility of the employee.

All such drug testing under the OTETA shall be conducted by urine specimen analysis. Each specimen shall be subdivided into a "primary" and a "split" specimen. Both specimens are to be sent to a Department of Health and Human Services (hereinafter DHHS) certified laboratory for analysis. Only the "primary" is opened and used for urinalysis, the "split" remains sealed. If the "primary" specimen is positive, the employee, following notification of such positive result, has seventy-two (72) hours to request the "split" specimen to be sent to another DHHS certified laboratory for analysis.

All such alcohol testing under the OTETA shall be conducted with only evidential breath testing devices (EBT's) approved by the National Highway Traffic Safety Administration on their Conforming Products List. Only a Breath Alcohol Technician (BAT) that has had proper training may administer breath alcohol tests. If the initial alcohol screen is positive (.02% or above), a confirmation test is required. Any test results less than .02% will be considered negative.



## **ARTICLE 25**

### **AVAILABLE SUMMER WORK**

A. If work is available during the summer recess which would normally be performed by less than twelve (12) month employees during the regular school year, the work should be offered to those employees in the following manner:

1. Class I custodial personnel - in order of classification seniority (to include maintenance work available to Class I custodial personnel).
2. Reading/Math Paraprofessionals – in order of category seniority.
3. Bilingual Paraprofessionals – in order of classification seniority.
4. Aide or Clerk – offered to the person doing the work during the school year first, then to other aides and clerks within that building based on category seniority second, then to other aides and clerks within other buildings based on category seniority.
5. Secretary – offered to the person doing the work during the school year first, then to other secretaries within that building based on category seniority, then to secretaries within other buildings based on category seniority.

B. If summer work is made available to an employee who is normally scheduled to work less than twelve months, said employee shall, if he is scheduled to work the regular work day before and after Independence Day, receive Independence Day as a paid holiday; however, such summer work shall not entitle the employee to a paid vacation.

C. During the warmer months of the year, if additional employees are needed to cut grass and associated trimming, such work shall be offered to Class I custodial personnel on the basis of classification seniority. The rate of pay for such work shall be the Class I custodian's applicable regular rate of pay. If no Class I custodial employee applies, the employer has the right to hire temporary employees from outside the bargaining unit. In the event a Class I custodial employee applies and accepts such work and subsequently quits, such Class I custodial employee shall be ineligible to apply for and accept such a position for the following eighteen (18) months.

## ARTICLE 26

### OVERTIME, CALL-IN PAY AND TRAVEL PAY

#### Section A. Hourly Rate Overtime

1. Hourly rate employees shall be paid time and one-half (1 1/2) their regular rate of pay for all time worked in excess of eight (8) hours in any one day, and in excess of forty (40) hours in any one week.
2. All time worked by hourly rate employees on Saturday and Sunday shall be considered overtime and paid at time and one-half (1 1/2) their regular hourly rate of pay.
3. All time worked by employees on holidays listed in Article 12 shall be considered overtime and paid at time and one-half (1 1/2) their regular hourly rate of pay in addition to their regular holiday pay.
4. Time and one-half (1 1/2) shall be paid on a weekly or daily basis, whichever is greater, but in no case both.

#### Section B. Call-In Pay

1. Hourly rate employees called in to perform emergency or special work, including work necessitated by extracurricular activities, at a time other than their regularly scheduled work time, shall be guaranteed three (3) hours pay at time and one-half (1 1/2) their regular hourly rate of pay or the hours actually worked at time and one-half (1 1/2) their regular hourly rate of pay, whichever is greater.
2. When an hourly rate employee's normal amount of work time is rescheduled on an emergency basis (that is with less than seven (7) calendar days' notice) he shall be compensated at time and one-half (1 1/2) for the work performed outside his regularly scheduled work time (or a minimum of 2 hours, whichever is greater) and compensated at his regular rate for work performed within his regularly scheduled work time.

#### Section C. Travel Pay

If an employee on a given work day is required to travel between buildings, the actual travel time between buildings shall be counted as time worked and the employee shall be paid in accordance with his applicable hourly rate. The employee(s) shall be covered by Worker's Compensation during such travel. In addition, the employee shall be paid mileage at the rate set by the United States Internal Revenue Service.

Section D. All paid days/leaves specified in Articles 12, 13 and 14 shall be considered as time worked when computing overtime in any one (1) day and/or any one (1) week.

## **ARTICLE 27**

### **COMMUNICATION AND MUTUAL COOPERATION**

Outside the negotiating process it is recognized that there is a need for regular dialogue and communication between the Association and the employer. This need for communication may be to exchange information or it may be of a nature necessitated by actions of the Association or the employer which appear to one of the parties to be in contradiction to good relations. Representatives of the Association and the employer shall arrange reasonable meeting times and places.

## **ARTICLE 28**

### **SEPARABILITY**

Section A. Should any provision, article and/or section, of this Master Contract at any time during its life be found to be in conflict with federal or state law, or rule or regulation thereunder, then such provision shall continue in effect only to the fullest extent permissible under applicable law. The Association and the employer shall enter into immediate negotiations, upon request of either party, for the purpose of arriving at a mutually agreed upon replacement for such provision during the period of invalidity or restraint. If, at any time thereafter, such provision in question is found to be no longer in conflict with the law, such provision of the Master Contract, as originally embodied herein, shall be restored in full force and effect.

Section B. It is further understood and agreed that the provisions of this Master Contract are deemed to be separable to the extent that, if and when a court or government agency of competent jurisdiction adjudges any provisions of this Master Contract to be in conflict with any law or rule or regulation thereunder, such decision shall not affect the validity of the remaining provisions of this Master Contract, and the remaining provisions shall continue in full force and effect.

## **ARTICLE 29**

### **COMPLETE MASTER CONTRACT**

The parties acknowledge that during the negotiations which resulted in this Master Contract, each had the unlimited right and opportunity to make demands and proposals with respect to wages, hours, and other terms and conditions of employment, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Master Contract. Therefore, the employer and the Association, for the life of this Master Contract, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Master Contract, or with respect to any subject or matter not specifically referred to or covered by this Master Contract; unless the parties, by supplemental written agreement hereto, mutually agree to conduct additional bargaining on said subjects or matters. This provision shall not affect the bargaining of a successor Master Contract.

This Master Contract sets forth the full and complete understandings of the parties hereto and cancels and supersedes any and all agreements and contracts heretofore entered into between the parties.

## **ARTICLE 30**

### **BARGAINING OF SUCCESSOR MASTER CONTRACTS**

In the event that either party serves written notice upon the other, the parties agree that their respective representatives will meet and will initiate bargaining not later than the 1st day of November immediately preceding the expiration date of this Master Contract in good-faith effort on both sides to reach continuing agreement on wages, salary, hours, and other terms and conditions of employment.

**APPENDIX A**  
**STEP ONE**  
**GRIEVANCE FORM**  
**(INFORMAL STEP)**

Date of request for meeting  
with immediate supervisor:

Signature of Grievant and/or  
Association Representative:

Signature of immediate  
supervisor acknowledging  
the date of the request:

**APPENDIX A**  
**STEP ONE**  
**GRIEVANCE FORM**  
**(INFORMAL STEP)**

Date of request for meeting  
with immediate supervisor:

Signature of Grievant and/or  
Association Representative:

Signature of immediate  
supervisor acknowledging  
the date of the request:

## **APPENDIX B-1**

### **PROFESSIONAL CONFERENCES FOR BARGAINING UNIT MEMBERS**

An employee wishing to attend professional meetings should make a request to the immediate supervisor for attending the meeting at least one week before the meeting date. If the request is granted, an employee may attend the meeting without loss of pay or sick leave benefits. The workshop should normally be related to the employee's current assignment. On meetings that have been approved through the proper channels, employees may receive the IRS rate per mile travel expense figures from the Central Office. The employee will receive a maximum of twenty-five dollars (\$25.00) per diem for meals and a maximum of one hundred twenty-five (\$125) per diem for room. Registration fees will not be counted as per diem expenses; however, they shall be reimbursed as a part of the total amount reimbursed.

The mileage rate shall be as follows: The IRS rate per mile if by auto. Transportation other than by auto for distances over five hundred (500) miles should be discussed with the immediate supervisor at the time of application and approval. Coach rates on planes, trains and buses will prevail. Employees planning to apply for professional conferences should refer to the Professional Conference Guidelines. (See Appendix B-2)

The Board will pay all related costs when requiring bargaining unit members to attend Professional Conferences as per Appendix B-2.

#### Conference Reimbursement:

1. Reimbursement per individual not to exceed twenty-five percent (25%) of total budget funds available per professional conference budget year.
2. Only those conference expenses which are not reimbursed by other sources or agencies are reimbursable.
3. Professional leaves for personal gain such as credits and vacations shall not be reimbursable.
4. Days for a professional leave should be consecutive in order to be reimbursed.
5. Reimbursement of conference expenses will be made as per the Professional Conference Guidelines. (See Appendix B-2)
6. Requests for attendance at professional meetings shall not be submitted earlier than November 1 preceding the calendar year in which the conference occurs.



## **APPENDIX B-2**

### **PROFESSIONAL CONFERENCE GUIDELINES**

1. Application normally must be made at least one (1) week prior to the conference. Exceptions should be discussed with the immediate supervisor.
2. For distances exceeding five hundred (500) miles, the means of transportation must be considered to determine the appropriate means of travel.
3. Reimbursement per individual not to exceed twenty-five percent (25%) of total budget funds available per professional conference budget year.
4. Professional leaves for personal gain, such as credits and vacations, shall not be reimbursable.
5. Method of reimbursement:
  - a. IRS rate per mile from Central Office as per contract.
  - b. Twenty-five dollars (\$25.00) per diem for meals or a maximum of one hundred twenty-five dollars (\$125.00) per diem for room and meals as indicated by contract.
  - c. Must have original receipts.
  - d. Tips and alcohol are not reimbursable. Receipts should reflect only total cost.
  - e. Registration fees will be reimbursed.
  - f. Coach fares on planes, trains and buses will be reimbursable.
6. Reimbursement Schedule:
  - a. All conference reimbursements with proper paperwork shall be reimbursed within thirty (30) calendar days.
  - b. Twelve (12) school days prior to the last regularly scheduled school day, all receipts must be submitted to be eligible for reimbursement.
7. In the event that the total eligible receipts exceed the total allocated amount in the professional conference fund, each individual conference request will be refunded a percentage of expenses equal to the percentage of the total expenditure as compared to the total budgeted.
8. Per diem will be calculated as per date on the receipt.
9. For the purpose of conference leave reimbursement, the budget year shall be January 1 through December 31.

**APPENDIX C-1**  
**PROGRESSIVE DISCIPLINE FOR UNPAID “DOCK” DAYS**

When an employee is absent from work and does not qualify for any of the paid leaves specified in Article 14, is not on an unpaid leave of absence as specified in Article 15, is not on Worker’s Compensation as specified in Article 17, the absence shall be considered as an unpaid “dock” day(s). Any unpaid “dock” day for which the employee fails to show proof of a required court appearance shall result in the following steps for progressive discipline. Appeals for exceptions may be submitted to the Superintendent for consideration by the Superintendent, the employee’s immediate supervisor, and a union officer.

1. Written Warning
2. Written Reprimand – one (1) day unpaid suspension
3. Written Reprimand – three (3) days unpaid suspension
4. Termination

The progressive discipline listed above shall begin with an employees’ first unpaid dock day and shall last for a period of (18) eighteen consecutive months. The parties agree that each employee’s record pertaining to progressive discipline for the use of unpaid “dock” day(s) shall be purged at the end of each eighteen (18) month period.

## APPENDIX C-2

### Step 1 - Verbal Warning

To: School

From: Building

Date: Time:

Subject:

Unless immediate and continued improvement is made, further action will be taken.

Person Issuing Warning

Employee Received Copy

Signed:

Date:

(Signature of employee only indicates that employee was given a copy and not that employee agrees with this warning.)

## **APPENDIX D**

### **EMPLOYEE BENEFITS COMMITTEE**

An Employee Benefits Committee will be established as of 01/01/05 for the purpose of reviewing the employee's health benefit plan and establishing annual premiums. Representatives appointed by the ESP Association to serve on the Employees Benefits Committee will have the right to vote on behalf of the membership to establish premium rates. There will be three ESP Association representatives on the Employee Benefit Committee. All employee groups will be entitled to a minimum of one representative on the Employee Benefits Committee.

## APPENDIX E

U.S. Department of Labor  
Wage and Hour Division



### Fact Sheet #28: The Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

#### COVERED EMPLOYERS

The FMLA only applies to employers that meet certain criteria. A **covered employer** is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

#### ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An **eligible employee** is one who:

- Works for a *covered employer*;
- Has worked for the employer for at least *12 months*;
- Has at least *1,250 hours* of service for the employer during the 12 month period immediately preceding the leave\*; and
- Works at a location where the employer has at least *50 employees within 75 miles*.

\* Special hours of service eligibility requirements apply to airline flight crew employees. See [Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act](#).

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count *unless* the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See ["FMLA Special Rules for Returning Reservists"](#).

#### LEAVE ENTITLEMENT

Eligible employees may take up to **12 workweeks** of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to **26 workweeks** of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. *See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.*

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

Under certain conditions, employees may choose, or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

## NOTICE

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. *See Fact Sheet 28E: Employee Notice Requirements under the FMLA .*

Covered employers must:

- (1) Post a notice explaining rights and responsibilities under the FMLA (and may be subject to a civil money penalty of up to \$110 for willful failure to post);
- (2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;

- (3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and
- (4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement.

See [Fact Sheet 28D](#): Employer Notice Requirements under the FMLA.

## **CERTIFICATION**

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. See [Fact Sheet 28G](#): Certification of a Serious Health Condition under the FMLA. For information on certification requirements for military family leave, See [Fact Sheet 28M\(c\)](#): Qualifying Exigency Leave under the FMLA; [Fact Sheet 28M\(a\)](#): Military Caregiver Leave for a Current Servicemember under the FMLA; and [Fact Sheet 28M\(b\)](#): Military Caregiver Leave for a Veteran under the FMLA.

## **JOB RESTORATION AND HEALTH BENEFITS**

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. See [Fact Sheet 28A](#): Employee Protections under the Family and Medical Leave Act .

## **OTHER PROVISIONS**

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

## **ENFORCEMENT**

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any

proceeding, related to the FMLA. *See* [Fact Sheet 77B](#): Protections for Individuals under the FMLA . The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

**For additional information, visit our Wage and Hour Division Website:**

**<http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).**

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-866-4-USWAGE**  
TTY: 1-866-487-9243  
**[Contact Us](#)**



**APPENDIX F**  
**PLANNED AND UNPLANNED E-LEARNING DAYS**

- Title and EL will come in on the planned e-learning days. ESSA aides will not.
- On unplanned days the full-time non-certified staff (excluding custodial) will either take a personal day or make-up days at summer school and/or Jump Start. In the event all personal days are used, administration will grant an opportunity to change a sick day into a personal day for e-learning days only.
- Clerks can make-up lost time during the following weeks on their off day (5<sup>th</sup> day).
- It is understood that any make –up days will not result in overtime being earned.

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## **ARTICLE 1**

### **MASTER CONTRACT**

This Master Contract made February 16, 2021 by and between the BOARD OF SCHOOL TRUSTEES OF THE RIVER FOREST COMMUNITY SCHOOL CORPORATION, hereinafter referred to as the "Board", and the ESP ASSOCIATION OF RIVER FOREST, an affiliate of the Indiana State Teachers Association, hereinafter referred to as the "Association".

It is the intent and purpose of this Master Contract to promote and improve employee relations between the Board and its employees; aid toward the economical and efficient operation of the schools; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; strengthen good will, mutual respect and cooperation; and to reach agreement covering wages, hours, and other terms and conditions of employment set forth in this Master Contract to be observed between the parties to this Master Contract.

## ARTICLE 2

### RECOGNITION

Section A. The Board of School Trustees of the River Forest School Corporation, hereinafter called the "Board," hereby recognizes the ESP Association of River Forest, an affiliate of the Indiana State Teachers Association, hereinafter called the "Association," as the exclusive and sole representative for collective bargaining concerning wages, hours, and other items and conditions of employment set forth in this Master Contract covering all regularly scheduled full-time and part-time non-certificated personnel employed or on leave in the job category Cafeteria Personnel. If in the future additional job categories are established concerning regularly scheduled full-time and/or part-time cafeteria personnel, the parties shall meet to redefine the unit appropriately. It is understood by the parties that nothing herein shall prevent either party from petitioning the appropriate authorities for a modification of the unit defined herein in the event that either the State or Federal legislature sees fit to pass enabling legislation. The Board will bargain with no other bargaining representative with respect to this bargaining unit during the terms of the Master Contract and further agrees not to enter into any other agreements or contracts with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Master Contract.

#### Section B. Definitions

1. Unless otherwise indicated, the terms "school employee(s)" or "employee(s)" when used hereinafter in this Master Contract, shall refer to all employees represented by the Association in the bargaining unit as above defined, and references to male employees shall include female employees.
2. The term "full time employee(s)" shall mean an employee who is regularly scheduled to work a minimum of thirty (30) hours a week per school year and/or calendar year.
3. The term "part-time employee(s)" shall mean an employee who is regularly scheduled to work less than thirty (30) hours a week per school year and/or calendar year.
4. The term "Board" shall mean the Board of School Trustees of the River Forest Community School Corporation.
5. The term "employer" shall mean the Board, administrators, supervisors, and any other person(s) authorized to act on behalf of the board in dealing with its employees.
6. The term "Association" shall mean the ESP Association of River Forest, an affiliate of the Indiana State Teachers Association; and its officers, representatives and agents.
7. The term "bargaining unit" shall refer to employees within the job category of Cafeteria Personnel.

8. The terms "job category" or "job categories" shall refer to the respective job categories of Cafeteria Personnel.
9. The term "job classification" or "job classifications" shall refer to various classifications within a respective job category.
10. The term "unit seniority" shall be defined as the length of continuous service that an employee has been employed within the bargaining unit commencing with the first day of work as a member of the bargaining unit. If two (2) or more employees have the same amount of time, a random draw will determine the most senior.
11. The term "category seniority" shall be defined as the amount of time that an employee has been employed within a given job category provided, however, that continuous service within the bargaining unit has not been broken nor employment terminated. If two (2) or more employees have the same amount of time, the employee with the greatest unit seniority shall be considered senior.
12. The term "classification seniority" shall be defined as the amount of time that an employee has been employed within a given job classification provided, however, that continuous service within the bargaining unit has not been broken nor employment terminated. If two (2) or more employees have the same amount of time, the employee with the greatest applicable category seniority shall be considered senior.
13. Immediate supervisor. The immediate supervisor of Cafeteria personnel shall be the Food Service Director.
14. Probationary employee. Effective the date of ratification of this Contract, any new employee within the bargaining unit and any employee hired after a break in continuous service shall be a probationary employee during his first sixty (60) working days with the School Corporation within the bargaining unit. During such sixty (60) working day probationary period, such employee may be laid off, transferred, disciplined, suspended or discharged as exclusively determined by the Employer and shall have no recourse to the grievance procedure contained in this Contract. With the exception of the applicable wage Article, Article 16, Article 17 and Article 18, the remaining provisions of this Contract shall not apply during the sixty (60) working day probationary period. A probationary employee retained by the Employer after completion of the sixty (60) working day period shall have his seniority (unit, category and classification) dated back to the first work day of the said employee's probationary period and shall become eligible for all benefits and provisions embodied in this Contract commencing with his sixty-first (61st) working day.

15. Semi-probationary employee. The term "semi-probationary employee" shall refer to any employee who is awarded an open position in accordance with Article 7, Section C, of this Contract. Such semi-probationary status shall exist for a maximum of fourteen (14) working days. During the fourteen (14) working day period, the employer may reassign the employee to his former position and shall state, in writing, the reason(s) for such reassignment. Such reassignment shall, upon the request of the employee and/or the Association, be reviewed by the Superintendent.

## **ARTICLE 3**

### **BOARD RIGHTS**

Except to the extent expressly abridged by a specific provision of this Master Contract, the Association recognizes and agrees that the Board shall have the sole and exclusive authority to manage and direct the operations and activities of the school corporation to the full extent authorized by law. The sole and exclusive authorities of the Board which are not abridged by a specific provision of this Master Contract shall include but not be limited to the right of the Board to:

1. Direct the work of its employees;
2. Establish policy;
3. Hire, promote, demote, transfer, assign and retain employees;
4. Suspend or discharge its employees in accordance with applicable law;
5. Maintain the efficiency of school operations;
6. Relieve its employees from duties because of lack of work or other legitimate reason; and
7. Take actions necessary to carry out the mission of the schools as provided by law.

## **ARTICLE 4**

### **EMPLOYEE AND ASSOCIATION RIGHTS**

Section A. The employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The employer agrees that it shall not discriminate against any employee, with respect to wages, hours, or other terms and conditions of employment by reason of his membership in the Association or its affiliates which are not in contravention of law, collective bargaining with the employer, or his institution of any grievance, complaint or proceeding under this Master Contract.

Section B. Nothing herein shall be construed to deny or restrict to any employee such rights as he may have under Indiana laws or other applicable laws and regulations. No complaint arising under this section shall be subject to the grievance procedure except by agreement of the parties; however, nothing herein shall be construed to deny any employee the right to seek redress in the courts. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section C. The employer agrees that the provisions of this Master Contract shall be applied without regard to race, creed, religion, age, color, national origin, marital status, sex, family relationship, residence or political activities conducted off school premises outside working hours.

Section D. No employee shall be disciplined, reprimanded, suspended, or discharged without just cause. In determining if just cause exists in the case of discipline, reprimand, suspension or discharge, an arbitrator hearing the case should, to the extent he/she determines the same are appropriate or applicable, apply the test for just cause set forth in Appendix to Moore's Seafood Products, Inc., 50 LA 88, 89, 90. Any such action taken by the employer shall not be made public. Any suspension or dismissal shall be subject to the grievance procedure herein set forth commencing at Step Two within thirty (30) calendar days of such action.

Section E. Whenever any employee is required to appear before a supervisor, a building principal, the Superintendent, the Board, or any representative or agent of the Board, concerning any matter which could reasonably be expected to result in suspension or dismissal, that employee shall be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. If an employee is suspended, pending charges, which charges shall be later determined to be inappropriate, such suspension shall be with full pay to the employee.

Whenever any employee is required to appear before a supervisor, a building principal, the Superintendent, the Board or any representative or agent of the Board concerning any matter which could reasonably be expected to result in discipline or written reprimand (excluding suspension and/or discharge), that employee shall be given prior verbal notice of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.



Section F. An employee shall have the right to be informed and respond in writing if a formal written evaluation or anything of a derogatory nature is to be placed in his personnel file. The employee will be given a copy of such material and will sign and date the material to indicate that he has seen the material and received a copy; however, his signature does not indicate agreement with its contents. If the employee chooses to respond in writing, he shall do so within twenty (20) work days and his written response shall be attached to the material and placed in his personnel file.

Failure of the employee to respond in writing to a formal written evaluation or to any derogatory or negative material shall not be construed to indicate agreement with its contents. The contents shall not be subject to the grievance procedure; however, in the event of a suspension or discharge, the content of the materials and the written response may be introduced into evidence by either party at any step of the grievance procedure. An employee may request that derogatory or negative material be removed from his personnel file if such material (other than derogatory or negative material concerning the employee's employment relationship with the employer involving drug use, alcohol use, sexual harassment, theft or insubordination) has been on file for twenty-four (24) months and there has been no recurrence of the circumstances similar to those which prompted the inclusion of such derogatory or negative material within such time period.

Section G. Association Access. The Board agrees to permit an authorized representative, officer, or agent of the Association to have access to the schools at all hours when the schools are open for the purpose of communicating with the employees therein. However, the representative, officer, or agent shall not interfere with the duties of the employees or the business of the schools. The representative, officer, or agent shall check in with the office first if the office is open.

Section H. Only employees covered by this Master Contract shall be regularly scheduled to work within the job categories covered by said Master Contract, except in cases of emergencies or temporarily funded positions for which the employee covered by this Master Contract does not qualify. In instances of temporarily funded positions, notice shall be given to the Association and such positions shall be discussed at the request of either party.

Section I. The Association may meet in school facilities at reasonable times when such facilities are available. When such facilities are required, such forms and procedures as are used in the respective buildings will be followed.

Section J. Bulletin Boards shall be provided in the cafeteria area, the boiler room, and the staff lounge area within each building within the River Forest Community School Corporation for the Association to post notices and activities.

Section K. The employer agrees to deduct from the salaries of employees who are members of the Association the dues of such Association as such employees voluntarily and individually authorize on forms provided by the Association. The necessary information shall be submitted by the Association to the Central Administration office by September 15 with deductions taken in sixteen (16) equal installments commencing with the first pay in October. Additionally, the employer agrees to accept additional dues deduction forms submitted after September 15 and to deduct the Association membership dues in sixteen (16) equal installments or divided equally over the employee's remaining pays prior to July 1, whichever is lesser. Each payroll deduction authorization submitted after September 15 shall indicate the amount to be deducted, the number of equal deductions, and the commencing date. The employer shall have the right to require a minimum of two (2) weeks' notice.

The deductions shall be remitted not less frequently than monthly to the Association. The authorization for payroll deduction of Association membership dues shall be on a continuing basis unless revoked, in writing, by the employee. Said revocation shall be in writing to both the employer and the Association. Additionally, any adjustment in the Association membership dues total in subsequent years for employees having already signed the designated authorization form will be supplied by the Association on or before September 15 of each year.

The employer shall have the right to require a minimum of two (2) weeks' notice.

Section L. The Board shall supply the Association the following material:

1. A list of newly hired employees within seven (7) calendar days following employment, including address, category, classification, assignment and wage placement.
2. Current seniority listings shall be made available on April 1 and October 1 of each year of all employees in their proper category and classification. The seniority list shall indicate for each employee:
  - a. presently assigned classification seniority.
  - b. presently assigned category seniority.
  - c. other classification(s) seniority within his presently assigned category.
3. A list of employees whose employment relationship has been terminated and/or who is no longer a member of the bargaining unit within seven (7) calendar days following such applicable action.

Section M. It is recognized that the Association has an interest in proposed new or revised Board rules, regulations, notices and policies affecting the Association and/or employees covered by this Master Contract and shall be supplied such information at least fourteen (14) calendar days prior to the effective dates of such items. In addition, the Board shall post a copy of the Board agenda and the official Board minutes to the Corporation website.

Section N. An employee who is elected as a delegate to a state or national convention of the Association shall be permitted to take time off, without loss of compensation, for the purpose of attending the convention.

Section O. Whenever any representative of the Association or any employee is scheduled by the employer to participate during working hours in grievance proceedings, conferences or meetings, he shall suffer no loss in pay. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in bargaining, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

Section P. An employee shall be permitted upon his request to inspect his personnel file and may duplicate any information in the file, except information secured by the employer in the course of employing said employee. Such request shall be honored within a reasonable length of time, not to exceed forty-eight (48) hours. Such inspection shall be conducted in the presence of the school employer.

Section Q. The Association, at its discretion, shall have ten (10) days annually to use for Association business. The Superintendent may, in any given year, grant additional Association days. These days are to be used in units of not less than one-half (1/2) day, by the president of the Association or his designated employee representative(s). Reasonable notice shall be given to the immediate supervisor. Such use of Association days shall be with full compensation to the employee, however, substitute costs, if any, shall be paid by the Association. Released time for the conduct of Association business for less than one-half (1/2) day may be granted, without loss of compensation, at the discretion of the Superintendent.

Section R. Evaluations. In the event annual evaluations are to be utilized within a specific job classification in a specific job category, all employees within the applicable job classification shall be evaluated, annually, in accordance with this section.

The immediate supervisor shall hold a conference with the employee for the purpose of discussing said employee's annual evaluation. Any deficiencies noted should be as specific as possible. After discussion, the employee will be asked to date and sign the annual evaluation form, which shall indicate he has seen the annual evaluation; however, such signature does not indicate agreement with its contents. A copy of said annual evaluation will be given to the employee at the end of the aforementioned conference. The employee shall have the option of submitting and attaching a statement of response to said annual evaluation. Failure of the employee to respond to said annual evaluation shall not be construed to indicate agreement with its contents. A copy of each annual evaluation and the employee's written response to the annual evaluation, in the event that option to respond has been exercised by the employee, shall be placed in the employee's personnel file.

Section S. The employer shall comply with the provisions of the Consolidated Omnibus Reconciliation Act (COBRA), the Fair Labor Standards Act (FLSA) and all state and federal laws and regulations concerning age discrimination.

Section T. The employer shall post and display in all work areas informational posters of the Indiana Occupational Safety and Health Administration (IOSHA) which specify the basic requirements of the law.

Section U. The employer shall provide each employee with a copy of the job description for the position currently being held by the applicable employee. A copy of each such job description shall be sent to the Association president.

Section V. In the event the Board proposes to contract out or subcontract work performed by bargaining unit employees covered by this Master Contract which would result in a layoff and/or a reduction in work time involving said school employees, the board shall comply with the following provisions prior to the decision being made:

1. notify the Association president, in writing, on or before January 1 of each fiscal year (July 1 - June 30), of the specific work area(s) being considered for contracting out or subcontracting,
2. submit to the Association president the written specifications (being supplied and required of the subcontractors) for the work area(s) being considered for contracting out or subcontracting within sixty (60) calendar days of the notification specified within 1) above, and
3. any such work to be contracted out or subcontracted shall not commence prior to July 1 of the following fiscal year (July 1 - June 30) in which the notification specified in 1) above is given.

If the Board fails to comply with any of the provisions specified above, 1), 2) or 3), the Board shall be prohibited from contracting out or subcontracting work performed by bargaining unit employees covered by this Master Contract which would result in a layoff and/or a reduction in work time involving said employees for the period of twelve (12) calendar months commencing July 1 (of the following year [July 1 - June 30] in which notification is not given) and continuing through the following June 30.

Neither this section nor any provision within this Contract shall prevent the Board from eliminating, due to a reduction in force, any position currently occupied by an employee or any vacant position.

Section W. An employee transferring, without a break in continuous employment with the employer, to the excluded position of Food Service Director shall not have his/her continuous service broken and shall have his/her classification(s) seniority, category(ies) seniority, and unit seniority frozen for as long as said employee remains in such excluded position. The former bargaining unit employee's frozen classification(s) seniority, category(ies) seniority and unit seniority shall not apply for purposes of layoff, bumping or recall as contained in Article 6, nor for the purposes of bidding and awarding of vacancies contained in Article 7 of this Master Contract. In the event the former bargaining unit employee returns to the bargaining unit, his/her frozen seniorities shall be restored and shall apply for the full extent allowed by this Master Contract. In the event the former bargaining unit employee leaves the enumerated excluded position(s) and/or ceases employment with the employer, said former bargaining unit employee's seniorities shall cease and become nonexistent.

This Section shall apply only to employees who left the bargaining unit for an excluded position as enumerated above, without a break in continuous employment with the employer. This Section shall not apply to employees who have not formerly held a bargaining unit position, and/or have had a break in continuous employment with the employer.

Section X. Progressive Discipline

The parties agree that, except as specified within this Master Contract, and in accordance with Sections D, E and F of this Article, normally the steps for progressive discipline are as follows:

1. Verbal Warning (written completion of form)
2. Written Warning
3. Written Reprimand – one (1) day unpaid suspension
4. Written Reprimand – three (3) days' unpaid suspension
5. Termination

The “verbal warning” specified as step 1 of the progressive discipline procedure specified above shall be written on the form attached as Appendix C-2, signed by both parties, a copy given to the employee, and shall be placed in the employee’s personnel file.

The parties additionally agree that the seriousness of the offense or the lack thereof may shorten or lengthen the number of steps with regard to progressive discipline.

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### Section A. General

1. A grievance is a claim by one or more employees or the Association of an alleged violation, misinterpretation, misapplication of a specific section of this Master Contract.
2. A "group grievance" is a claim by two or more employees who claim that the employer has violated the terms of this Master Contract in a manner that affects each of the employees signing the grievance in a same way. If, in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance on behalf of the affected employees commencing at Step Two.
3. A "day" for purposes of this grievance procedure shall mean a week day and shall exclude Saturday, Sunday, paid Holidays, Winter Break, Spring Break, and paid vacations.
4. Any aggrieved employee may elect to be accompanied and/or represented at Step One, the informal grievance level, by a representative(s) of the Association. Nothing contained herein shall be construed to prevent any individual employee from initiating a grievance at Step One and having the grievance adjusted, if the adjustment is not inconsistent with the terms of this Master Contract and the Association has been given notice of the Step One hearing, said notice shall entitle the Association to be present at such a hearing.
5. Any formal written grievance submitted to Step Two of this grievance procedure shall have the signature of the Association
6. All time limits contained herein, shall be strictly adhered to unless the school employer and the Association agree in writing to an extension of time limits. If the school employer fails to meet the specified time limits as stated in this Article, the Association may proceed to the next step of the grievance procedure. If the grievant or the Association fails to meet the specified time limits as stated in this Article, said grievance shall be deemed abandoned.
7. No grievance shall be used as a basis for punitive action of any kind or become part of the employee's personnel file.
8. Step One grievance forms, attached hereto as Appendix A, shall be provided by the employer and made available to the Association and employees.

9. At any step of this grievance procedure, if the employer schedules a meeting or hearing during the working hours of an employee where presence or testimony is necessary to the presentation of the grievance, the employee shall suffer no loss in pay.
10. All meetings and hearings under this procedure shall be closed to the public and shall include only the interested parties, representatives and any necessary witnesses except by the agreement of the parties.

Section B. Procedure

1. Step One: In the event that an employee believes that there is a basis for a grievance he shall within fifteen (15) days of the alleged violation or within fifteen (15) days after he knew of or had reason to know of the violation, request of his immediate supervisor a meeting at which an informal presentation of the grievance shall take place. The date of the request shall be indicated on Step One Grievance Forms, two copies of which shall be signed by the employee and submitted to his immediate supervisor. The immediate supervisor shall acknowledge the date of the request by signing both forms and returning one to the employee and retaining one for his files. The immediate supervisor shall have the authority to remedy the grievance within the scope of the contract.
2. Step Two: If the grievance is not resolved to the satisfaction of the grievant at Step One, the Association may submit the formal written grievance to the Superintendent or his designee. The formal written grievance shall be submitted to the Superintendent or his designee as soon as practicable after a determination has been made at Step One. In no case, however, shall the formal written grievance be submitted to the Superintendent or his designee more than twenty-five (25) days after the request made at Step One. Said formal written grievance shall contain a statement of the specific alleged violation citing the Article or Articles violated and the remedy sought. The Superintendent or his designee shall meet with the grievant and the Association and indicate his disposition of the grievance in writing within ten (10) days of the submission of the formal written grievance at Step Two. A copy of the written disposition shall be furnished to the grievant and the Association.
3. Step Three:
  - a. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, the Association may submit the grievance to the Board by giving notice in writing to the Board President with a copy to the Superintendent.

The Association shall submit the grievance to the Board President within twenty (20) days of receipt of the written disposition by the Superintendent or his designee, or, in the event the Superintendent or his designee fails to issue a disposition within the time limit, within forty (40) days of submission of the formal written grievance at Step Two.

- b. The Board shall establish a date and time for the resultant hearing with the mutual agreement of the Association within thirty (30) days of the Board President's receipt of the notice to present the grievance to the Board. The Superintendent and the Association may present evidence and produce witnesses before the Board at the hearing.
- c. The Board shall submit its disposition to the Association within ten (10) days of the hearing.



## ARTICLE 6

### LAYOFF AND RECALL

Employees shall be recalled on the basis of seniority to any open position which becomes available within the specific job category and classification from which he/she was laid off and/or bumped. The employer shall notify the employee of his/her recall in writing by certified mail at his/her last address of record with the employer. The employee shall respond to such recall action by notifying the Superintendent in writing of his/her intent to resume employment with the River Forest Community School Corporation no later than seven (7) days after the postmark date of the recall notice. Employees shall remain on a recall listing for a period of twelve (12) months from the employee's date of layoff. The employee may remain on the recall listing for an additional twelve (12) months (for a total recall period of twenty-four (24) months) if he/she gives the Superintendent written notice of his/her desire to remain on the list prior to the expiration of the first twelve (12) months of layoff. Thereafter, the laid off or bumped employee shall have no further rights to recall. Employees who are laid off must keep the employer informed of their current address during their period of recall.

#### Section A. Definitions

1. The term "category seniority" shall be defined as the amount of time that an employee has been employed within a given job category commencing with the first day of work within the job category provided, however, that continuous service within the bargaining unit has not been broken nor employment terminated. An employee may hold seniority in more than one job category, but may accumulate seniority in only one job category at a time. An employee who voluntarily transfers from one job category to another shall hold his former job category seniority. If two or more employees have the same amount of time, the employee with the greatest unit seniority shall be considered senior.

2. The term "classification seniority" shall be defined as the amount of time that an employee has been employed within a given job classification commencing with the first day of work within the job classification, provided, however, that continuous service within the bargaining unit has not been broken nor employment terminated. An employee may hold seniority in more than one (1) job classification, but may accumulate seniority in only one (1) job classification at a time, with the exception being when an employee is temporarily assigned or temporarily transferred (temporary transfer shall be defined as any transfer into a position which has been posted as a temporary vacancy due to an employee's absence) during which time the employee being temporarily assigned or temporarily transferred shall be able to accumulate seniority in his former classification as well as the classification to which he has been temporarily assigned or temporarily transferred. An employee who voluntarily transfers from one job category to another shall hold his former job classification seniority within the job category from which he transfers. An employee who voluntarily transfers from a higher numerical job classification to a lower numerical job classification within the same job category shall hold his former higher numerical job classification seniority. If two or more employees have the same amount of time, the employee with the greatest applicable category seniority shall be considered senior.

Section B. Elimination of Positions

1. An employee(s) whose position(s) has been eliminated shall have the following bumping rights with reference to his presently assigned job classification:
  - a. He may displace the employee with the least classification seniority, or, if this least senior employee's position is for fewer scheduled hours than his former position, he may displace that employee with the least classification seniority holding a position for which the scheduled hours are equal to those of his former position. In the event there is no such position equal in hours held by a less senior employee, he may displace a junior employee holding the position nearest (but less than) the scheduled hours of his former position which junior employee shall be least senior employee assigned such hours or exercise the bumping rights enumerated in subsection 2 of this section.

- b. If the elimination of a position(s) is accomplished by the combining of positions, the combined position(s) shall be offered to the affected employees in order of greatest classification seniority. If the affected employee(s) refuse the combined position(s), the employee(s) with the least classification seniority shall be assigned to the combined position(s) and the senior employee(s) shall have the bumping rights enumerated in the preceding paragraph. If such combined position(s) is for fewer hours than the former position(s) held by the junior employee(s), the junior employee(s) shall also have the bumping rights enumerated in the preceding paragraph.

Section C. Reduced Hours

- 1. An employee(s) whose regularly scheduled daily/weekly working hours have been reduced shall have the following bumping rights:
  - a. With reference to his presently assigned job classification:

He may displace the employee with the least classification seniority, or, if this least senior employee's position is for fewer scheduled hours than his former position, he may displace that employee with the least classification seniority holding a position for which the scheduled hours are equal to those of his former position. In the event there is no such position equal in hours held by a less senior employee, he may displace a junior employee holding the position nearest (but less than) the scheduled hours of his former position which junior employee shall be the least senior employee assigned such hours or exercise the bumping rights enumerated in subsection 1-b of this section.
  - b. With reference to his presently assigned job category:
    - 1) He may exercise his higher classification seniority which he holds within his present job category to displace the employee with the least classification seniority within this higher job classification(s).

- 2) He may exercise his category seniority to displace the employee with the least category seniority in any of the lower job classification(s) within his job category, or, if this least senior employee's position is for fewer scheduled hours than his former position, he may displace that employee with the least category seniority in any of the lower job classification(s) within his job category holding a position for which the scheduled hours are equal to those of his former position. In the event there is no such position equal in hours held by a less senior employee, he may displace a junior employee in any of the lower job classification(s) within his job category holding a position nearest (but less than) the scheduled hours of his former position which junior employee shall be the least senior employee assigned such hours.

In the event an employee elects this option, his applicable category seniority which he holds at that time shall be counted toward the classification seniority which he accumulates in the lower job classification.

2. If the bumped employee or employee whose hours have been reduced or bumped selects any of the bumping rights enumerated in this section, the employee must fill any open position in the applicable job classification and/or category, if one exists, rather than displace an employee, provided the number of scheduled hours in the open position is equal to or greater than the number of scheduled hours in the position held by an employee he might otherwise displace.
3. Employees who are bumped in accordance with the provisions of this section shall be afforded all of the rights and options enumerated in this section.

Section D. Recall.

Employees on layoff and/or bumped shall be recalled on the basis of category and classification seniority.

Section E. Continuous service within the bargaining unit shall be broken and the employment relationship terminated only when an employee:

1. Submits a written resignation; or
2. Is discharged for just cause; or

3. fails to give notice of his intent to accept or reject a recall to a position within seven (7) days or, having given notice of his intent to accept the position, fails to report for work within fourteen (14) days after receipt of a written notice of recall to work after a bargaining unit layoff, given by the employer by registered or certified mail or telegram and addressed to the employee at his last address appearing on the records of the employer. The employer's letter shall be considered as received if it is returned marked "no forwarding address".

Section F. In the event that the procedures outlined in this Article prove to be infeasible, administratively impracticable, or otherwise not in the best interest of River Forest Community Schools, the Association and the employer shall meet, in a good faith effort, to resolve the problem; however, this section shall not be interpreted to require either party to agree to any change in the language of this Article during the term of this Master Contract.

## **ARTICLE 7**

### **OPEN POSITIONS**

Section A. A position shall be declared an open position upon:

1. The effective date of a newly created position; or
2. the death of an employee; or
3. the effective date of an employee's written resignation; or
4. upon an employee's discharge for just cause; or
5. an employee being absent from work for forty (40) consecutive work days or after the exhaustion of an employee's sick leave, whichever is longer; or
6. the effective date of an unpaid leave of absence which will exceed FMLA guidelines.

Section B. Open positions will be posted within ten (10) work days following said positions being declared open in accordance with this Article. Notification of an open position or a position which will become open shall be posted on the bulletin boards in the cafeteria area, boiler room, and the office within each school for a minimum of ten (10) work days and a copy posted on the Corporation website.

Summer recess postings for any open position requiring less than a 12-month work schedule shall be posted as follows and shall supersede the preceding paragraph:

1. any such open position occurring from June 1 through June 30 shall be posted in the Central Office for the period of July 1 through July 14, and
2. any such open position occurring from July 1 through July 31 shall be posted in the Central Office for the period of August through August 14, and
3. any such open position occurring August 1 or after shall be posted in accordance with the preceding paragraph.

Section C. Open positions shall be filled in accordance with the procedures set forth in the Section, in the following order of priority:

1. An open position will be posted.
2. An employee for open positions shall be interviewed and considered regarding the below listed criteria before a new employee is hired:
  - a. employee applicants presently within the job classification in which the open position occurs;
  - b. employee applicants presently within different job classifications within the specific job category in which the open position occurs;
  - c. employee applicants presently within different job categories other than the specific job category in which the open position occurs.

Section D. Open positions may be filled on a temporary basis with substitutes for a maximum total of forty (40) work days or based upon the needs of the corporation.

## ARTICLE 8

### TRANSFERS AND TEMPORARY ASSIGNMENTS

Section A. Voluntary Transfers. An employee who is a successful applicant and who transfers from one job classification and/or the job category to another shall receive the rate of the job classification and/or job category to which he transfers. In the event such transfer is made in lieu of a layoff, as a result of exercising seniority in accordance with Article 6, he shall be paid the rate of the job classification and/or job category to which he transfers.

Section B. Involuntary Transfers. An employee who is involuntarily transferred to a different assignment within his present job classification, shall be given a written statement which states the reasons for the involuntary transfer. Upon employee and/or Association request, the Association shall be notified of the meeting and shall be entitled to have a representative present.

Section C. Temporary Assignments. An employee who is temporarily assigned by the employer to a job classification and/or job category other than his regular job classification and/or job category for one-half (1/2) or more of his normal work day shall receive the rate of his regular job classification or the rate of the job classification and/or job category to which he has been temporarily assigned, whichever is higher, for the time spent on the temporary assignment.



## **ARTICLE 9**

### **EMERGENCY SCHOOL CLOSING**

Section A. If the schools are closed due to inclement weather conditions or any other emergency after an employee has reported to work at his regularly scheduled time, the employee shall receive a minimum of two (2) hours pay or the hours worked (rounded to the highest whole hour), whichever is greater, and such day(s) shall be rescheduled with pay as an addition to the present work year.

## ARTICLE 10

### GENERAL WORKING CONDITIONS & PAY PROCEDURES

Section A. Uniforms. Any uniform deemed necessary by the employer for its employees shall be furnished at the expense of the employer. Such uniforms shall be laundered by the employee and shall be returned to the employer upon termination of employment, if so requested. However, employees may at their own expense be required to wear footwear which does not constitute a health or safety hazard.

Section B. Rest Area. The employer agrees to continue to provide a suitable rest or lounge area for the employees in each school.

Section C. Physical Examination. If a physical examination, tuberculosis examination, health permit or any examination is required by the employer, the medical fee for such examination or permit shall be borne by the employer.

Section D. Payroll Procedures. The employer shall institute adequate payroll procedures to insure that all hours worked are properly recorded.

Section E. Change in Category Seniority When an employee is eligible for an increase in pay due to a change in their years of corporation seniority, the increase will occur at the following time:

1. Employees who were hired between January 1 and June 30 will receive their corporation seniority increase with the first pay in February.
2. Employees who were hired between July 1 and December 31 will receive their corporation seniority increase with the first pay in July.

This section does not apply to the 61<sup>st</sup> Working Day salary increase.

## **ARTICLE 11**

### **OPTIONAL PAYROLL DEDUCTIONS**

Section A. Tax Sheltered Annuity. This program is available to employees as provided under the Internal Revenue Service regulations and federal law governing the type of program and amount of deduction. Information will be provided by the Administration office upon request.

Section B. Insurance. The employer shall make the payroll deductions authorized by employees in accordance with Article 15 of this Master Contract.

## **ARTICLE 12**

### **PAID HOLIDAYS**

Section A. Each employee shall receive the following paid holidays:

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
President's Day  
Good Friday  
Memorial Day

Section B. Each employee who is scheduled to work the regular work day before and after Independence Day shall, additionally, receive Independence Day as a paid holiday.

Section C. A paid holiday shall equal the amount of pay which the employee normally receives for a regular work day.

Section D. If a paid holiday occurs on a Saturday, for purposes of this Master Contract, Friday becomes the holiday. If a paid holiday occurs on a Sunday, for purposes of this Master Contract, Monday becomes the holiday. For example, if a specific holiday occurs Saturday then Friday becomes the observed holiday and if the Friday is also a specific holiday both Thursday and Friday would be observed as holidays. Except as specified in this Section, the last working day prior to the holiday occurring on a weekend shall be considered the holiday for purposes of this Master Contract.

Section E. Any employee on an unpaid leave of absence (as specified in Article 15) or on Worker's Compensation and not drawing pay (including partial pay) from the school employer shall be ineligible for any of the paid holidays specified within this Article which occur during such absence period.

## ARTICLE 13

### PAID LEAVES

#### Section A. Sick Leave

1. Employees shall be entitled to be absent eleven (11) days each year without loss of compensation. New employees hired during the school year shall have their sick days prorated.
2. When an employee has been absent from work, with or without compensation, due to personal illness or quarantine, for more than five (5) consecutive work days, a doctor's certificate must be submitted to the immediate supervisor.

The Board shall have the right to request a doctor's statement after three (3) consecutive work days of absence and upon reasonable suspicion of abuse.

3. Unused sick days shall be accumulated not to exceed 160 days.
4. Sick days may be taken in units of one-half (1/2) day or a full day; except, when taken in conjunction with Worker's Compensation Insurance, in which case sick days may be taken in units of one-third (1/3) day or a full day.
5. For purposes of this section, a "year" shall be July 1 through June 30.

#### Section B. Personal Business Leave

1. In addition to sick leave benefits, an employee shall be entitled to be absent from work for personal business for a maximum of three (3) days each year without loss of compensation. New employees during the school year shall have their personal business days prorated. The employee shall submit a written request to the immediate supervisor, a work day in advance, if possible. However, if in any one (1) year the employee is absent because of personal business for fewer than the number of annual days allowed, the remaining annual personal business leave days shall be accumulative to a maximum of six (6) personal business leave days, all of which can be taken during one school year. Unused personal business leave days beyond the aforementioned six (6) days shall be credited to the employee's accumulated sick leave at the end of each year.
2. Personal business days may be taken in units of one-half (1/2) day or a full day.
3. For purposes of this section, a "year" shall be July 1 through June 30.

### Section C. Bereavement Leave

1. Each employee shall be entitled to be absent from work without loss of compensation for a period not to exceed five (5) work days for a death in the immediate family. The five (5) work days off must commence either the day of the death or the day after and the five (5) days shall be taken within two (2) calendar weeks. For purposes of this section, immediate family is defined as spouse, child, stepchild, child-in-law, parent, stepparent, parent-in-law, grandparent, step grandparent, grandchild, step grandchild, brother, stepbrother, sister, stepsister, regardless of residence, or any other person who, at the time of death, was living as a member of the household of the employee. Any other relationship must be approved by the Superintendent.
2. Each employee shall be entitled to be absent from work for one day without loss of compensation (not deducted from sick or personal business leave) for the attendance at the funeral of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or grandparent of his spouse. In the event the funeral for which such leave is granted takes place more than two hundred (200) miles from Hobart Township, an additional day of leave shall be granted upon request. When more extensive travel is required and upon employee request, additional days may be granted by the Superintendent.
3. Any other bereavement leave shall be deducted from the accumulated sick or personal days.

### Section D. Legal Leave.

An employee who is subpoenaed by a litigant other than the Association in a case to which the River Forest Community School Corporation is a party to appear as a witness in court during any work day, shall receive full compensation. An employee who is subpoenaed by any other litigant may receive full compensation at the discretion of the Superintendent. Each employee who is called to jury duty during any one day shall receive the difference in pay for time lost and the amount received as jury pay, provided, however, that pay for court incurred expenses shall not be considered as jury pay and shall not be deducted from the employee's compensation. When an employee is released for a day or for a part of a day, he shall report to the school for work. Holiday pay shall not be affected.

#### Section E. "Work-Related" Assault and Battery Income Protection

In the case of absence of an employee due to a compensable injury under Worker's Compensation resulting from an unprovoked assault or battery by a student or outsider arising out of, and in the course of, the employee's employment with River Forest Community School Corporation, the employee shall be compensated the difference between Worker's Compensation payments and the employee's regular salary for as long as Worker's Compensation payments continue, but not to exceed 160 working days. Sick Leave need not be used in such a situation during the first 160 working days after the assault or battery.

Should the employee be unable to return to work by the 160<sup>th</sup> working day after the assault or battery as a result of any compensable injury sustained, the employee may do either of the following:

1. If still receiving Worker's Compensation payments after the 160<sup>th</sup> working day, the employee will be compensated the difference between Worker's Compensation payments and the employee's regular salary provided the employee uses 1/3 sick day for each day so compensated.
2. If Worker's Compensation payments have terminated, the employee may take regular sick leave, if eligible.

Employees absent due to such a compensable injury may be required to provide medical proof of the employee's anticipated "return to work" date or may be required to perform "light duty", if available and medically authorized.

## ARTICLE 14

### UNPAID LEAVES OF ABSENCE

#### Section A. Certified Illness or Injury

1. In the event that an employee's FMLA is exhausted, an employee may ask the Superintendent for an extended leave for up to one year. During that leave, the employee is responsible for 100% of medical, dental, and vision Insurance.
2. Certified illness or injury shall mean an illness or injury which has been certified by a physician licensed to practice medicine.
3. Upon return to work from a leave of absence due to illness or injury, except as limited by Article 6, the employee shall be restored to his former position, if such position exists, even though the position has been filled in accordance with the provisions of Article 7; if it does not exist, then to a job comparable with regard to work, rate of pay and benefits.
4. An employee returning to work from a leave of absence due to illness or injury may be required to pass an appropriate medical examination at the request of the employer before returning to work, such medical examination shall be at the expense of the employer.
5. Time missed from work on account of an on-the-job injury does not constitute a leave for the purposes of this section.
6. The denial of a request for leave pursuant to this Section shall be subject to the grievance procedure.

#### Section B. Maternity/Child Care Leave

1. An employee shall be entitled to, upon written request, a leave of absence, without pay, not exceeding one (1) year, for maternity/child care.
2. Upon return to work from a maternity/child care leave of absence, except as limited by Article 6, the employee shall be restored to his former position if such position exists, even though the position has been filled in accordance with the provisions of Article 7; if it does not exist, then to a job comparable with regard to work, rate of pay and benefits.

Section C. Personal Reasons. An employee after one (1) year of employment may be granted, upon written request, a leave of absence, without pay, not exceeding one (1) year, per request, for personal reasons. Said leave of absence may be granted at the Superintendent's discretion.

1. The request for said leave of absence must be in writing by the employee to the Superintendent. The Superintendent will send a written approval or disapproval to the employee.



2. In the event the leave is not granted for a definite period of time but is instead granted for an indefinite period of time, the employee shall give as much notice as possible prior to returning to work, but in no event less than two (2) weeks.
3. Upon return to work from said leave of absence, except as limited by Article 6, the employee shall be restored to his former position, if such position exists, even though the position has been filled in accordance with the provisions of Article 7; if it does not exist, then to a job comparable with regard to work, rate of pay and benefits.
4. Federal program employees will be granted leave for personal reasons only when such leave conforms to the goals and objectives of the program.
5. In no event shall a leave be granted for the purpose of taking vacations.

Section D. Association. An employee who is elected or appointed to full-time positions with the Association shall, upon proper application, be granted a leave of absence, without pay, for a maximum of two (2) years for the purpose of accepting such positions. Upon return to work from said leave of absence, except as limited by Article 6, the employee shall be restored to a position comparable with regard to work, rate of pay and benefits.

Section E. An employee on an unpaid leave of absence as specified in Sections C and/or D of this Article shall be entitled, upon written request, to continue participation in insurance coverages (hospital, life, dental and other group plans) to which he was entitled at the time the unpaid leave of absence commenced, provided that the employee shall assume the full cost of said premiums for the duration of said leave, commencing with the last day of the month in which the leave commences. Such payment shall be made at the administration building on or before the last day of each month.

Section F. When a full time employee is on an unpaid leave of absence as specified in Sections A and/or B of this Article, and in the event the Board agrees to extend the employee's unpaid leave of absence beyond 365 days, the employee may elect to continue coverage in the group health insurance plan pursuant to COBRA law.

In addition to the insurance coverage specified above within Article 15, Section A the employee on an unpaid leave of absence as specified in Sections A and/or B of this Article shall be entitled, upon written request, to continue participation in insurance coverages (group plans other than hospital, vision and dental) to which he was entitled to at the time the unpaid leave of absence commenced provided that the employee shall assume the full cost of said premiums for the duration of said leave, commencing with the last day of the month in which the leave commences. Such payment shall be made at the Administration Building on or before the last day of each month.

Section G. An employee returning from any unpaid leave of absence, including any leave taken under the Family and Medical Leave Act of 1993, shall have all benefits to which he was entitled at the time his leave of absence commenced restored. With the exception of leaves taken under the Family and Medical Leave Act of 1993, unit seniority, category seniority and classification seniority shall not accumulate during any unpaid leave of absence, but shall be retained and restored to the employee upon the employee's return.

Section H. Family and Medical Leave. River Forest Community School Corporation will adjust practices to adhere to the provisions of the Family and Medical Leave Act of 1993 and such shall be made a part of this Master Contract. .

1. Employees shall be required to use personal business and/or sick leave concurrently with protected FMLA .

See Appendix E for FMLA Guidelines.

## ARTICLE 15

### INSURANCE

Section A. Health Insurance and Dental Insurance. Each full time employee shall be eligible to participate in the group hospitalization, vision and dental insurance plan. ‡ The employer shall pay the full premium for the Vision and Dental Plan for each full time employee enrolled in the District's Health Plan. During the life of this Master Contract, the benefits and the carrier shall not be changed except by agreement of the parties. Each new employee shall within thirty days of reaching the completion of their probationary period, by signing the appropriate forms and payroll deduction cards and submitting them to his immediate supervisor, indicate which of the following options he chooses to exercise.

1. Single Health -- The employee shall pay twenty percent (20%) of the premium for participation in the single health plan.
2. Family Health The employer shall pay 80% of the full premium and the employee shall pay the remaining 20% of the employee's participation.

In the event both husband and wife are eligible for coverage, they may elect individual single plans or one family plan; however, if they elect one family plan, the employer shall pay an amount equal to the full cost of two (2) single premiums toward the family plan premium and the husband and/or wife shall pay the remaining amount.

The employees' portion of premium as specified in 1 and 2 above shall be available on a payroll deduction basis of eighteen (18) deductions for employees working less than twelve (12) months and twenty-six (26) deductions for twelve (12) month employees. An employee may elect to pay the full amount of his portion of the premium as specified within this Section in a lump sum cash amount to the Administration office upon enrolling or the first month of the insurance premium year.

Except as provided in Article 19, Section H-2, the employer's contribution toward insurance benefits shall cease on the day of the employee's severance from the school corporation.

Section B. Life Insurance. The employer shall provide and enroll each employee in a \$75,000 life insurance policy.

The life insurance policy shall include accidental death, dismemberment and disability; and in the event of accidental death, the above applicable benefit amount shall be double.

The employer will also provide a \$5,000 life insurance policy for the spouse of each full time employee and \$3,000 life insurance policy for each dependent child of a full time employee (dependent child under the definition of the IRS).

The employer shall pay the full cost of the benefits enumerated in this section.

Section C. Liability Insurance. The employer shall provide liability insurance for all employees while performing scheduled work assignments without any cost to the employees.

Section D. Long-Term Disability Insurance. The employer shall provide and enroll each employee who is scheduled to work three and a half (3.5) hours or more per scheduled work day in a long term disability insurance policy. Benefits will begin upon termination of a sixty (60) calendar day waiting period. Benefits will be sixty percent (60%) of salary, up to a maximum monthly disability benefit of seven thousand dollars (\$7,000) with a maximum covered monthly compensation of eleven thousand six hundred sixty-seven dollars (\$11,667.00).

Section E. Section 125 Provisions. The benefits provided to employees by the provisions of Section 125 of the U. S. Revenue Code (Flexible Benefit Plan) shall be made available by the Board to all employees. The Association shall select the carrier/administrator and the plan. Any payroll deductions required by the plan shall be instituted by the Board. Neither the Association nor the Board shall be responsible for the advisability of the plan or its conformity to law. All costs including all monthly administrative costs/fees shall be paid by the Board.

The amount paid to the Public Employees Retirement Fund for each employee who participates in Section 125 shall be based on the employee's gross earnings before the Section 125 deductions are made and shall not cause such employee's PERF contributions to be reduced as a result of participation in Section 125.

## **ARTICLE 16**

### **WORKER'S COMPENSATION**

The school employer shall provide Worker's Compensation Insurance. Any accident occurring within the scope of employment must be reported to the immediate supervisor who will fill out the official report form on the accident and file same with the Superintendent of Schools or his designee. Sick leave pay shall, upon the employee's request, be used for any work day not compensable by Worker's Compensation. If the first five (5) work days are compensable by Worker's Compensation and the employee used sick leave in full day units, upon receipt of Worker's Compensation payment for the first five (5) work days, the employee shall return such payment to the school corporation and the employee's sick leave used for the first five (5) work days shall be reinstated to the employee at a rate of two-thirds ( $\frac{2}{3}$ ) day for each full day unit of sick leave used. Commencing with the sixth (6th) scheduled work day if an employee is absent because of a work-related accident, the Board shall pay to such employee the difference between eighty percent (80%) of the employee's daily rate and the amount paid by Worker's Compensation for the period commencing with the employee's sixth (6th) scheduled work day through the employee's fiftieth (50th) scheduled work day and during this forty-five (45) scheduled work day period no deductions shall be made from the employee's sick leave days including accumulated days. If the employee continues beyond the fiftieth (50th) scheduled work day to qualify for benefits under Worker's Compensation Law, commencing with the employee's fifty-first (51st) scheduled work day, upon the employee's request, sick leave pay shall be used for any day which is compensable by Worker's Compensation on a pro-rata basis ( $\frac{1}{3}$  day) to make up the difference between the employee's daily rate and the amount paid by Worker's Compensation.

Physician required appointments for follow-up care relative to injuries sustained while on the job within the scope of the employee's responsibilities which cannot be scheduled other than during the employee's scheduled work day will be allowed without loss of pay or reduction of sick leave benefits.

When an employee is absent because of an injury which qualifies for Worker's Compensation, the employer shall continue for the first eighteen (18) months of such absence to pay the premium amounts as specified in Article 16, Sections A and B, toward the insurance coverages in which the employee was enrolled at the time the injury occurred. Commencing with the nineteenth (19th) month of such absence, the employee shall have the right to continue such insurance coverages at his own expense.

## ARTICLE 17

### PERF -- RETIREMENT AGE

Section A. Public Employees' Retirement Fund. A new employee who is under sixty (60) years of age and who occupies a position normally requiring performance of more than six hundred (600) hours but less than one thousand (1,000) hours of work during a year may, at his option, become a member at the time of employment; however, a new employee who occupies a position normally requiring performance of one thousand (1,000) hours of work or more during a year, must become a member of PERF at the time of employment. Employee members shall contribute that percentage of their gross salary required by statute and the school employer shall contribute that portion of gross salary established by the PERF.

Section B. Retirement Age. There shall be no mandatory retirement age.

## **ARTICLE 18**

### **SEVERANCE PAY**

Section A. Employees that have not already received board approval for their retirement as of 11/1/2015 and according to their individual hiring date (and years of service) will qualify for the following severance pay as specified and in accordance with Section B and Section C through G.

Section B.

1. Employees working thirty (30) hours per week shall qualify for a two percent (2% of their hourly rate) VEBA contribution effective: January 1, 2016.
2. Employees working less than 30 (thirty) hours per week shall receive 2% of their daily rate of pay placed into a 401k account beginning January 2016 and shall be vested immediately.

Section C. All employees with a hire date prior to January 1, 1990 shall receive:

1. \$40 per day if working less than five (5) hours per day or \$80 per day if working five (5) or more hours per day for each accumulated sick day as of January 1, 2015, upon retirement. The accumulated sick days as of January 1, 2015 shall be the maximum and should the employee's sick days reduce, the payment will be based upon the reduced amount upon retirement. Payment shall be made accordingly: the first payment shall be made during the last month of employment in an amount equal to the employee's total severance pay or \$5,000.00, whichever is lesser. Any subsequent payment(s) required shall be made on an annual basis commencing twelve (12) months following the employee's date of retirement in an amount equal to the employee's remaining severance pay or \$5,000.00, whichever is lesser. Employees must notify the Superintendent in writing by May 1, one (1) year prior to retirement. Failure of notification before May 1 shall not void nor reduce the employee's severance benefits but may result in a maximum of a one (1) year waiting period before receiving severance pay. Employees may elect to have payment made to an individual 401(a) account.
2. And \$180 for each year of service to the school district as of January 1, 2015, which shall be contributed in the form of a 401(A) account by June 30, 2016. Employees shall be fully vested upon separation of employment.

Section D. All employees with a hire date of January 1, 1990 through December 31, 1995 shall receive:

1. \$30 per day if working less than five (5) hours per day or \$60 per day if working five (5) or more hours per day for each accumulated sick day as of January 1, 2015, upon retirement. The accumulated sick days as of January 1, 2015 shall be the maximum and should the employee's sick days reduce, the payment will be based upon the reduced amount upon retirement. Payment shall be made accordingly: the first payment shall be made during the last month of employment in an amount equal to the employee's total severance pay or \$5,000.00, whichever is lesser. Any subsequent payment(s) required shall be made on an annual basis commencing twelve (12) months following the employee's date of retirement in an amount equal to the employee's remaining severance pay or \$5,000.00, whichever is lesser. Employees must notify the Superintendent in writing by May 1, one (1) year prior to retirement. Failure of notification before May 1 shall not void nor reduce the employee's severance benefits but may result in a maximum of a one (1) year waiting period before receiving severance pay. Employees may elect to have payment made to an individual 401(a) account.
2. And \$130 for each year of service to the school district as of January 1, 2015, which shall be contributed in the form of a 401 (A) account by June 30, 2016. Employees shall be fully vested upon separation of employment.

Section E. All employees with a hire date of January 1, 1996 through December 31, 2000 shall receive:

1. \$25 per day if working less than five (5) hours per day or \$50 per day if working five (5) or more hours per day for each accumulated sick day as of January 1, 2015 upon retirement. The accumulated sick days as of January 1, 2015 shall be the maximum and should the employee's sick days reduce, the payment will be based upon the reduced amount upon retirement. Payment shall be made accordingly: the first payment shall be made during the last month of employment in an amount equal to the employee's total severance pay or \$5,000.00, whichever is lesser. Any subsequent payment(s) required shall be made on an annual basis commencing twelve (12) months following the employee's date of retirement in an amount equal to the employee's remaining severance pay or \$5,000.00, whichever is lesser. Employees must notify the Superintendent in writing by May 1, one (1) year prior to retirement. Failure of notification before May 1 shall not void nor reduce the employee's severance benefits but may result in a maximum of a one (1) year waiting period before receiving severance pay. Employees may elect to have payment made to an individual 401(a) account.
2. And \$110 for each year of service to the school district as of January 1, 2015, which shall be contributed in the form of a 401 (A) account by June 30, 2016. Employees shall be fully vested upon separation of employment.



Section F. All employees with a hire date of January 1, 2001 through December 31, 2005 shall receive

1. \$20 per day if working less than five (5) hours per day or \$40 per day if working five (5) or more hours per day for each accumulated sick day as of January 1, 2015 upon retirement. The accumulated sick days as of January 1, 2015 shall be the maximum and should the employee's sick days reduce, the payment will be based upon the reduced amount upon retirement. Payment shall be made accordingly; the first payment shall be made during the last month of employment in an amount equal to the employee's total severance pay or \$5,000.00, whichever is lesser. Any subsequent payment(s) required shall be made on an annual basis commencing twelve (12) months following the employee's date of retirement in an amount equal to the employee's remaining severance pay or \$5,000.00, whichever is lesser. Employees must notify the Superintendent in writing by May 1, one (1) year prior to retirement. Failure of notification before May 1 shall not void nor reduce the employee's severance benefits but may result in a maximum of a one (1) year waiting period before receiving severance pay. Employees may elect to have payment made to an individual 401(a) account.
2. And \$100 for each year of service to the school district as of January 1, 2015, which shall be contributed in the form of a 401 (A) account by June 30, 2016. Employees shall be fully vested upon separation of employment.

Section G. All employees with a hire date of January 1, 2006 or later shall receive Section B.

## ARTICLE 19

### CAFETERIA PERSONNEL CLASSIFICATIONS, WAGES AND PROVISIONS

Section A. Classifications. Employees will be divided into the following classifications:

Class II	Cooks/Bakers
Class I	Cashiers, Kitchen Helpers

Section B. Basic Hourly Rate. Employees shall be paid the following basic hourly rate per class:

#### HOURLY RATES Effective 1/1/2021 through 12/31/2022

	Class I	Class II
Prob. Period	\$9.85	\$11.07
61 <sup>st</sup> Working Day	\$10.85	\$12.22
1 Year Seniority	\$11.33	\$12.82
3 Years Seniority	\$11.53	\$13.08
5 Years Seniority	\$11.77	\$13.32
10 Years Seniority	\$11.98	\$13.59
15 Years Seniority	\$12.18	\$13.82
20 Years Seniority	\$12.43	\$14.11
25 Years Seniority	\$12.92	\$14.67

Section C. Professional Conferences. See Appendices B-1 and B-2.

Section D. Summer Recess. For purposes of this Section, "summer recess" shall be defined as that period of time subsequent to the last student instructional day of the regular school year and prior to the first student instructional day of the next regular school year.

Section E. Paid Break. Employees shall be entitled to a twenty (20) minute paid lunch break.

Section F. It is recognized by the parties that the normal work day of the employees may on occasion be extended for brief in-service training sessions fifteen (15) minutes or less of no more than one (1) session per month during the school year. When, however, employees are required to attend scheduled in-service training sessions which are more than brief extensions of the work day more than fifteen (15) minutes and/or more than one (1) session per month during the school year, the employees shall be compensated at their regular hourly rate of pay.

Section G. All employees except the managers will be offered an equal number of hours of work on the following days:

1. Preparation day(s) before the first student serving day of the school year.
2. Clean-up day(s) during the school year.
3. Clean-up day(s) following the last student serving day of the school year.

Section H. Increased Hours. When it becomes necessary to increase the total number of hours within a specific cafeteria and the number of employees assigned to the specific cafeteria remains constant, commencing with the sixth consecutive work day, the employees assigned to the specific cafeteria within the applicable classification and hourly bracket(s) in which the increased hours are needed (with the exception of cashiers) shall be offered the increased hour(s) or portion thereof in order of greatest classification seniority. For purposes of this section, hourly brackets shall be defined as:

1. Two (2) hours or more but less than three (3) hours.
2. Three (3) hours or more but less than four (4) hours.
3. Four (4) hours or more but less than five (5) hours.
4. Five (5) hours or more but less than six (6) hours.
5. Six (6) hours or more but less than seven (7) hours.

Section I. Decreased Hours. When it becomes necessary to decrease the number of total hours within a specific cafeteria on an involuntary basis, and the number of employees remains constant, employees assigned to that specific cafeteria within the applicable classification (with the exception of cashiers) shall have their hours reduced by an equal amount; however, no employee shall have their work day reduced to less than two (2) hours.

Section J. A probationary employee who successfully completes the probationary period shall have his wage increased upon his 61st actual work day.

Section K. In the event the Board institutes a rotation system within any specific cafeteria, then all employees within the affected classification(s) assigned to the specific cafeteria shall be rotated.

Section L. Summer Breakfast Program. All summer breakfast program positions shall be posted on or before May 15 of each year for ten (10) work days and such positions shall be awarded to the applicants with the greatest cafeteria category seniority.

## ARTICLE 20

### OVERTIME, CALL-IN PAY AND TRAVEL PAY

#### Section A. Hourly Rate Overtime

1. Hourly rate employees shall be paid time and one-half (1 1/2) their regular rate of pay for all time worked in excess of forty (40) hours in any one week.
2. All time worked by hourly rate employees on Saturday and Sunday shall be considered overtime and paid at time and one-half (1 1/2) their regular hourly rate of pay.
3. All time worked by employees on holidays listed in Article 12 shall be considered overtime and paid at time and one-half (1 1/2) their regular hourly rate of pay in addition to their regular holiday pay.
4. Time and one-half (1 1/2) shall be paid on a weekly or daily basis, whichever is greater, but in no case both.

#### Section B. Call-In Pay

1. Hourly rate employees called in to perform emergency or special work, including work necessitated by extracurricular activities, at a time other than their regularly scheduled work time, shall be guaranteed three (3) hours pay at time and one-half (1 1/2) their regular hourly rate of pay or the hours actually worked at time and one-half (1 1/2) their regular hourly rate of pay, whichever is greater.
2. When an hourly rate employee's normal amount of work time is rescheduled on an emergency basis (that is with less than seven (7) calendar days' notice) he shall be compensated at time and one-half (1 1/2) for the work performed outside his regularly scheduled work time (or a minimum of 2 hours, whichever is greater) and compensated at his regular rate for work performed within his regularly scheduled work time.

#### Section C. Daily Rate Overtime

1. All time worked by employees on holidays listed in Article 12 shall be considered overtime and paid at time and one-half (1 1/2) their regular hourly rate of pay in addition to their regular holiday pay.

Section D. Travel Pay. If an employee on a given work day is required to travel between buildings, the actual travel time between buildings shall be counted as time worked and the employee shall be paid in accordance with his applicable hourly rate. The employee(s) shall be covered by Worker's Compensation during such travel. In addition, the employee shall be paid mileage at the rate set by the United States Internal Revenue Service.

Section E. All paid days/leaves specified in Articles 12 and 13 shall be considered as time worked when computing overtime in any one (1) day and/or any one (1) week.

## **ARTICLE 21**

### **COMMUNICATION AND MUTUAL COOPERATION**

Outside the negotiating process it is recognized that there is a need for regular dialogue and communication between the Association and the employer. This need for communication may be to exchange information or it may be of a nature necessitated by actions of the Association or the employer which appear to one of the parties to be in contradiction to good relations. Representatives of the Association and the employer shall arrange reasonable meeting times and places.

## **ARTICLE 22**

### **SEPARABILITY**

Section A. Should any provision, article and/or section, of this Master Contract at any time during its life be found to be in conflict with federal or state law, or rule or regulation thereunder, then such provision shall continue in effect only to the fullest extent permissible under applicable law. The Association and the employer shall enter into immediate negotiations, upon request of either party, for the purpose of arriving at a mutually agreed upon replacement for such provision during the period of invalidity or restraint. If, at any time thereafter, such provision in question is found to be no longer in conflict with the law, such provision of the Master Contract, as originally embodied herein, shall be restored in full force and effect.

Section B. It is further understood and agreed that the provisions of this Master Contract are deemed to be separable to the extent that, if and when a court or government agency of competent jurisdiction adjudges any provisions of this Master Contract to be in conflict with any law or rule or regulation thereunder, such decision shall not affect the validity of the remaining provisions of this Master Contract, and the remaining provisions shall continue in full force and effect.

## **ARTICLE 23**

### **COMPLETE MASTER CONTRACT**

The parties acknowledge that during the negotiations which resulted in this Master Contract, each had the unlimited right and opportunity to make demands and proposals with respect to wages, hours, and other terms and conditions of employment, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Master Contract. Therefore, the employer and the Association, for the life of this Master Contract, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Master Contract, or with respect to any subject or matter not specifically referred to or covered by this Master Contract; unless the parties, by supplemental written agreement hereto, mutually agree to conduct additional bargaining on said subjects or matters. This provision shall not affect the bargaining of a successor Master Contract.

This Master Contract sets forth the full and complete understandings of the parties hereto and cancels and supersedes any and all agreements and contracts heretofore entered into between the parties.



## **ARTICLE 24**

### **BARGAINING OF SUCCESSOR MASTER CONTRACTS**

In the event that either party serves written notice upon the other, the parties agree that their respective representatives will meet and will initiate bargaining not later than the 1st day of November immediately preceding the expiration date of this Master Contract in good-faith effort on both sides to reach continuing agreement on wages, salary, hours, and other terms and conditions of employment.

**APPENDIX A**  
**STEP ONE**  
**GRIEVANCE FORM**  
**(INFORMAL STEP)**

Date of request for meeting  
with immediate supervisor:

Signature of Grievant and/or  
Association Representative:

Signature of immediate  
supervisor acknowledging  
the date of the request:

**APPENDIX A**  
**STEP ONE**  
**GRIEVANCE FORM**  
**(INFORMAL STEP)**

Date of request for meeting  
with immediate supervisor:

Signature of Grievant and/or  
Association Representative:

Signature of immediate  
supervisor acknowledging  
the date of the request:

## **APPENDIX B-1**

### **PROFESSIONAL CONFERENCES FOR BARGAINING UNIT MEMBERS**

An employee wishing to attend professional meetings should make a request to the immediate supervisor for attending the meeting at least one week before the meeting date. If the request is granted, an employee may attend the meeting without loss of pay or sick leave benefits. The workshop should normally be related to the employee's current assignment. On meetings that have been approved through the proper channels, employees may receive the IRS rate per mile travel expense figures from the Central Office. The employee will receive a maximum of twenty-five dollars (\$25.00) per diem for meals or a maximum of one hundred twenty-five dollars (\$125.00) per diem for room and meals that must be substantiated by original receipts. Registration fees will not be counted as per diem expenses; however, they shall be reimbursed as a part of the total amount reimbursed.

The mileage rate shall be as follows: The IRS rate per mile if by auto. Transportation other than by auto for distances over five hundred (500) miles should be discussed with the immediate supervisor at the time of application and approval. Coach rates on planes, trains and buses will prevail. Employees planning to apply for professional conferences should refer to the Professional Conference Guidelines. (See Appendix B-2)

The Board will pay all related costs when requiring bargaining unit members to attend Professional Conferences as per Appendix B-2.

#### **Conference Reimbursement:**

1. Reimbursement per individual not to exceed twenty-five percent (25%) of total budget funds available per professional conference budget year.
2. Only those conference expenses which are not reimbursed by other sources or agencies are reimbursable.
3. Professional leaves for personal gain such as credits and vacations shall not be reimbursable.
4. Days for a professional leave should be consecutive in order to be reimbursed.
5. Reimbursement of conference expenses will be made as per the Professional Conference Guidelines. (See Appendix B-2)
6. Requests for attendance at professional meetings shall not be submitted earlier than November 1 preceding the calendar year in which the conference occurs.

## APPENDIX B-2

### PROFESSIONAL CONFERENCE GUIDELINES

1. Application normally must be made at least one (1) week prior to the conference. Exceptions should be discussed with the immediate supervisor.
2. For distances exceeding five hundred (500) miles, the means of transportation must be considered to determine the appropriate means of travel.
3. Reimbursement per individual not to exceed twenty-five percent (25%) of total budget funds available per professional conference budget year.
4. Professional leaves for personal gain, such as credits and vacations, shall not be reimbursable.
5. Methods of reimbursement:
  - a. IRS rate per mile from Central Office as per contract.
  - b. Twenty-five dollars (\$25.00) per diem for meals or a maximum of one hundred twenty-five dollars (\$125.00) per diem for room and meals as indicated by contract.
  - c. Must have original receipts.
  - d. Tips and alcohol are not reimbursable. Receipts should reflect only total cost.
  - e. Registration fees will be reimbursed.
  - f. Coach fares on planes, trains and buses will be reimbursable.
6. Reimbursement Schedule:
  - a. Fifty percent (50%) of total cost for each trip taken will be paid during a nine (9) week marking period. The remaining fifty percent (50%) will be reimbursed at the end of the calendar year.
  - b. In order to be eligible for reimbursement at the end of the grading period (as per current calendar), receipts must be submitted to the financial department at least two (2) weeks prior to the end of that period.

Reimbursement check(s) will be sent with the next scheduled paycheck. Reimbursement for approved Professional Conference attendance during the summer shall be at the end of the first nine weeks grading period.
  - c. Twelve (12) school days prior to the last regularly scheduled school day, all receipts must be submitted to be eligible for reimbursement.

7. In the event that the total eligible receipts exceed the total allocated amount in the professional conference fund, each individual conference request will be refunded a percentage of expenses equal to the percentage of the total expenditure as compared to the total budgeted.
8. Per diem will be calculated as per date on the receipt.
9. For the purpose of conference leave reimbursement, the budget year shall be January 1 through December 31.

**APPENDIX C-1**  
**PROGRESSIVE DISCIPLINE FOR UNPAID “DOCK” DAYS**

When an employee is absent from work and does not qualify for any of the paid leaves specified in Article 14, is not on an unpaid leave of absence as specified in Article 15, is not on Worker’s Compensation as specified in Article 17, the absence shall be considered as an unpaid “dock” day(s). Any unpaid “dock” day for which the employee fails to show proof of a required court appearance shall result in the following steps for progressive discipline. Appeals for exceptions may be submitted to the Superintendent for consideration by the Superintendent, the employee’s immediate supervisor, and a union officer.

1. Written Warning
2. Written Reprimand – one (1) day unpaid suspension
3. Written Reprimand – three (3) day unpaid suspension
4. Termination

The progressive discipline listed above shall begin with an employees’ first unpaid dock day and shall last for a period of (18) eighteen consecutive months. The parties agree that each employee’s record pertaining to progressive discipline for the use of unpaid “dock” day(s) shall be purged at the end of each eighteen (18) month period.

## APPENDIX C-2

### Step 1 - Verbal Warning

To: School

From: Building

Date: Time:

Subject:

Unless immediate and continued improvement is made, further action will be taken.

Person Issuing Warning

Employee Received Copy

Signed:

Date:

(Signature of employee only indicates that employee was given a copy and not that employee agrees with this warning.)

## **APPENDIX D**

### **EMPLOYEE BENEFITS COMMITTEE**

An Employee Benefits Committee was established as of 01/01/05 for the purpose of reviewing the employee's health benefit plan and establishing annual premiums. Representatives appointed by the ESP Association to serve on the Employees Benefits Committee will have the right to vote on behalf of the membership to establish premium rates. There will be three ESP Association representatives on the Employee Benefit Committee. All employee groups will be entitled to a minimum of one representative on the Employee Benefits Committee.



## APPENDIX E

U.S. Department of Labor  
Wage and Hour Division



### Fact Sheet #28: The Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

#### COVERED EMPLOYERS

The FMLA only applies to employers that meet certain criteria. A **covered employer** is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

#### ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An **eligible employee** is one who:

- Works for a *covered employer*;
- Has worked for the employer for at least *12 months*;
- Has at least *1,250 hours* of service for the employer during the 12 month period immediately preceding the leave\*; and
- Works at a location where the employer has at least *50 employees within 75 miles*.

\* Special hours of service eligibility requirements apply to airline flight crew employees. See Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act.

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count *unless* the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See "FMLA Special Rules for Returning Reservists".

#### LEAVE ENTITLEMENT

Eligible employees may take up to **12 workweeks** of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to **26 workweeks** of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. *See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.*

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

Under certain conditions, employees may choose, or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

## NOTICE

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. *See Fact Sheet 28E: Employee Notice Requirements under the FMLA .*

Covered employers must:

- (1) Post a notice explaining rights and responsibilities under the FMLA (and may be subject to a civil money penalty of up to \$110 for willful failure to post);
- (2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;

- (3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and
- (4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement.

See Fact Sheet 28D: Employer Notice Requirements under the FMLA.

## **CERTIFICATION**

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA. For information on certification requirements for military family leave, See Fact Sheet 28M(c): Qualifying Exigency Leave under the FMLA; Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA; and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.

## **JOB RESTORATION AND HEALTH BENEFITS**

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. See Fact Sheet 28A: Employee Protections under the Family and Medical Leave Act .

## **OTHER PROVISIONS**

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

## **ENFORCEMENT**

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any

proceeding, related to the FMLA. *See Fact Sheet 77B: Protections for Individuals under the FMLA*. The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

**For additional information, visit our Wage and Hour Division Website:**

**<http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).**

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-866-4-USWAGE**  
TTY: 1-866-487-9243  
**[Contact Us](#)**

**APPENDIX F**  
**PLANNED AND UNPLANNED E-LEARNING DAYS**

- Title and EL will come in on the planned e-learning days. ESSA aides will not.
- On unplanned days the full-time non-certified staff (excluding custodial) will either take a personal day or make-up days at summer school and/or Jump Start. In the event all personal days are used, administration will grant an opportunity to change a sick day into a personal day for e-learning days only.
- Clerks can make-up lost time during the following weeks on their off day (5<sup>th</sup> day).
- It is understood that any make –up days will not result in overtime being earned.