



FY 2018 – FY 2019

CONTRACT

BETWEEN

**BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 100**

and

**THE CLASSIFIED EMPLOYEES' ORGANIZATION,
IEA-NEA**

JERSEY COMMUNITY UNIT SCHOOL DISTRICT NO. 100

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AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of March 2018, by and between the Classified Employees' Organization, IEA-NEA and the Board of Education, Jersey Community Unit School District No. 100.

ARTICLE I – RECOGNITION

Section 1. Definition. The Board of Education of Community Unit School District No.100, Jersey and Greene Counties, Illinois, hereinafter referred to as the “Board” hereby recognizes the Classified Employee’s Organization, IEA-NEA, hereinafter referred to as the “Employee Organization” or “Association” as the sole and exclusive negotiating agent for all regularly employed classified employees of the District except school bus drivers, bus mechanics, transportation secretary, District Office secretaries and bookkeepers, for the purpose of making agreements as to wages, hours, conditions of employment and grievances. The term classified employees, when used hereinafter, shall refer to members of the bargaining unit as defined above.

Section 2. Recognition of Bargaining Unit. If a petition, deemed valid by the Board, of no less than thirty percent (30%) of the classified employees in the negotiating unit is filed with the Secretary of this School Board and the Illinois Educational Labor Relations Board (IELRB) between January 15 and March 1 of the calendar year preceding the year in which this Agreement is to terminate, a referendum shall be held within thirty (30) days of the filing of the petition to elect an exclusive representative. The ballot used in the election shall include “No Representative” among the choices. The organization designated by the majority of the votes cast shall be the negotiation representative. If the choice of “No Representative” receives a majority of votes cast, then the Board will not recognize any representative for at least twelve (12) months thereafter. If no choice receives a majority of votes, then a runoff election shall be conducted among the top two choices.

Section 3. Organization Security. Present employees who are members of the Organization or who hereafter become members of the Organization shall maintain their membership in the Organization. Any new employee joining the Organization must maintain their membership in the Organization during the term of the Agreement.

Any employee may withdraw from membership by giving a ten (10) day notice in writing to the Organization prior to the anniversary date of the Agreement and/or the District Office for payroll deduction purposes.

Section 4. Probation. All employees shall be subject to a probationary period of one hundred eighty (180) calendar days.

Section 5. Dues Deduction.

- A. Any classified employee who is a member of the Employee Organization may sign and deliver to the Board office an assignment authorizing deduction of Organization dues. The assignment shall specify the total amount of annual and monthly dues, and the Board shall remit the amount deducted to the Organization. Assignments are irrevocable for one year or until this Agreement expires, whichever occurs sooner.
- B. The Employee Organization agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken, or not taken, by the Board for the purpose of complying with any of the provisions of this Article or in reliance on any assignment furnished under the provisions of this Article.

Section 6. Fair Share Fee.

- A. It is recognized that the Employee Organization's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately should be shared by all members of the bargaining unit who are beneficiaries of said Agreement. To this end, each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties, or the effective date of this Agreement, whichever is later, shall join the Organization or pay a fair share fee to the Organization. This requirement shall not be applicable to any member of the bargaining unit who was not a member of the Organization as of June 30, 1991, but it shall be applicable to (1) any member of the bargaining unit who was a member of the Organization as of June 30, 1991; (2) any member of the bargaining unit who becomes a member of the Organization subsequent to June 30, 1991; and (3) any person newly employed by the District in a bargaining unit position subsequent to June 30, 1991.
- B. The fair share fee shall be equivalent to the amount of dues uniformly required of members of the Employee Organization, including local, state and national dues. However, in accordance with the Rules and Regulations of the Illinois Educational Labor Relations Board at least fourteen (14) calendar days prior to commencement of payroll deductions of fair share fees, the Organization shall provide proper notice to all nonmembers of the fair share fee and the right to file an objection. This notice shall inform the fair share fee payer as to the proper procedure for requesting a refund of the difference between the amount of the fair share fee and the actual fair share entitlement based upon the proportionate cost of the services rendered by the Organization for collective bargaining and contract administration.
- C. The Employee Organization shall annually certify to the Board the amount of the fair share fee and that notification of this fee has been properly posted in accordance with the applicable Rules and Regulations of the Illinois Educational Labor Relations Board. Such certification shall be made in writing by the Organization president and submitted to the Superintendent by no later than June 1 of each year.
- D. If a bargaining unit member does not join the Employee Organization by a certain date as established by the Organization, such staff member shall:
 - 1. Pay directly to the Employee Organization the fair share fee; or
 - 2. Execute an authorization for the deduction of the fair share fee in the same manner as provided in Article I, Section 5 of the Agreement.

In the event an authorization for the deduction of the fair share fee is not signed or such payment is not made within thirty (30) days following the commencement of employment of the staff member, or the effective date of this Agreement, or the date established by the Employee Organization for joining the Organization, whichever is later, the Board shall deduct such amount in equal payments from the regular salary check of the staff member in the same manner as provided in Article I, Section 5 of this Agreement.

- E. All fair share fees collected by the board shall be paid to the Employee Organization within ten (10) days following deduction. In the event a non-member files an objection to the amount of the fair share fee, the Board shall continue to deduct the fair share fee from the objecting employee's pay and shall transmit that portion of the fee being disputed to the Illinois Educational Labor Relations Board to hold in an escrow account pending a final determination by the Illinois Educational Labor Relations Board as to the appropriateness of the imposed fee. Such determination shall be made in accordance with the Rules and Regulations of the Illinois Educational Labor Relations Board and if the non-member is entitled to a refund, plus any interest earned, it shall be made by the Illinois Educational Labor Relations Board from the funds held in escrow.
- F. The obligation to pay a fair share fee does not apply to any employee who declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member. Such employee shall be required to pay an amount equal to the employee's proportionate share of the cost of services rendered by the Employee Organization for collective bargaining and contract administration to a non-religious charitable organization mutually agreed upon by the employee and the Organization and to provide evidence of such payment to the Organization and the District. If the employee and the Organization are unable to reach agreement on the matter, the charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.
- G. The Employee Organization, the Illinois Education Association and the National Education Association agree to defend, indemnify and save the Board harmless against any claim, demand, suit or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

ARTICLE II – ASSOCIATION RIGHTS

Section 1. Use of Facilities. The Association may be permitted to use school facilities where a request in writing is received by the appropriate administrator. The administrator shall approve or deny such request in writing. Fees may be charged for use where costs are incurred by the District.

The Association shall be permitted use of employee mailboxes for the purpose of conducting legitimate Association business. However, District personnel shall not deliver Association mail between buildings as this is a violation of Federal postal regulations.

The Association shall be permitted use of District bulletin boards where such bulletin boards are located in areas where there is no student access.

The Association will have access to a District computer and printer to conduct official Association business.

Section 2. Association Matters – Board Agenda. The Board shall place on the agenda of any regular Board meeting as an item for consideration under “New Business” matters brought to the Board’s attention so long as these matters are made known in writing to the Superintendent seven (7) days prior to the regular meeting. The Association shall be given full opportunity to speak to the Board on the agenda in the space provided for Communications if the Association has not been placed on the agenda.

Section 3. Information. The Association shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school including audit, annual financial statement and adopted budget. In addition, the Board and the Administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information. The Association will furnish copies of any pertinent information as reasonably requested by the Superintendent and the Board.

Section 4. Board Meeting Notification. The President of the Association or the President’s designee shall be given a written notice of special meetings of the Board and a copy of the agenda for each regular meeting at least twenty-four (24) hours prior to the scheduled time of the meeting.

Section 5. Board Minutes Association Copies. A copy of the minutes of the Board meetings shall be posted in a conspicuous place in the office of each building within three (3) days of the meeting after adoption. Two (2) copies of all Board minutes shall be mailed to or placed in the mailbox of the President of the Association within three (3) days after adoption.

Section 6. Dues Deduction. The Board shall comply with the Illinois Revised Statutes, Chapter 122, 24-21.1.

Section 7. Association/Board Committee. The Board and the Association shall establish a joint committee to study matters of mutual concern including, but not limited to, subcontracting. The composition and functions of this committee shall be set forth in a separate agreement between parties.

ARTICLE III- EMPLOYEE RIGHTS

Section 1. Personnel File Review. Each employee shall have the right, upon request, to review the contents of said employee's personnel file, exclusive of confidential material (i.e., letters of recommendation), during the established District Central Administrative Office hours, provided the employee has given the District Central Administrative Office reasonable advance notice prior to his/her arrival.

A representative of the Association may, at the employee's request, accompany the employee for this review. The Board shall have an administrator or his/her designee present at the time of such review.

An employee will be given a copy of any materials related to discipline or re-employment placed in his/her file and an opportunity to place a written response to this material in said file.

Section 2. Board Hearing. When any employee is required to appear before the Board or Central Office Administration concerning any matter which could lead to the employee's dismissal, the employee shall be given reasonable prior written notice of the subject matter of the meeting or interview and shall be entitled to have a representative of the Association present to advise the employee and represent the employee during the meeting or interview.

Section 3. Discipline. No employee will be disciplined or discharged except for reasonable cause. This provision is not applicable during the probationary period of employment.

Section 4. Flexplan. The District shall make available to support staff employees the opportunity to tax shelter the employee's portion of the group health insurance premium through participation in the Flexplan program. Employee participation in this program shall be on a voluntary basis.

ARTICLE IV – MANAGEMENT RIGHTS

The management of the School District and the direction of the employees, including the right to hire, suspend, promote, demote, transfer, discharge and lay off for cause is vested exclusively in the School District and/or designee.

The establishment and modification of operating standards, quality of operating standards, quantity and quality of production and workmanship methods and schedules of operation, assignments of work and any written description of work to be accomplished on any given job is reserved to the School District.

All rights not specifically granted to the Organization, shall be retained unto management.

ARTICLE V – PROMOTION/TRANSFER/LAYOFF

Section 1. Seniority. Seniority shall be defined as: 1) the length of continuing service with the District (District Seniority); and 2) the length of continuing service within a job classification (Job Classification Seniority). Both types of seniority shall accrue during approved leaves of absence and shall terminate with any break in continuous employment in the District. Job Classification Seniority shall stop accruing when an employee transfers to another job classification. Additionally, any employee not covered under the Collective Bargaining Agreement (CBA), moving into a position covered under the CBA shall also start anew within that job classification seniority. Annually the Board, in consultation with the Association, shall prepare a seniority listing, categorized by job classification, showing the length of continuing service in the District and the length of continuing service in each job classification for each employee qualified to hold such positions.

Section 2. Vacancies. Position openings within the District will be communicated to all employees by bulletins or memoranda to supervisors and the President of the Association. These will be posted to insure availability of notice. Employees desiring consideration for any position opening must apply in writing directly to the School District Office within five (5) working days after a position has been posted, except this period shall be extended to ten (10) working days during those time periods when all employees are not scheduled to work. Every effort will be made to fill vacancies within 30 calendar days. The District will recognize seniority within classification.

Employees shall be assigned to position by the Board or its designee and these assignments are subject to change depending on the needs and conditions of the School District.

The following will be considered in the order they are listed when vacancies occur:

1. Ability to perform work based upon evaluations
2. Seniority within classification.
3. Seniority within District.

In the event that a current employee's qualifications are deemed relatively equal to that of an outside applicant, the current employee's transfer request shall take precedence. The determination as to the qualifications of all applications shall be the responsibility of the Administration and the Board of Education.

Section 3. Layoff and Recall. In the event of a layoff or reduction in force within the District, the employee with the least seniority within the job classification will be the first to be laid off, provided the remaining employees within the job classification are qualified to perform the work. An employee laid off shall have bumping rights in any other job classification, provided the employee is qualified to perform the work of the less senior employee being bumped. This provision allows a person who was laid off (RIFed) from one District job classification to bump a less senior person in another District job classification if that person had previously accrued seniority rights in the job classification. Such seniority rights will be the determining factor on whether a person is deemed to be qualified to perform the work in that job classification. Prior work experience outside the District in a similar job would have no bearing. Employees affected by a reduction in force will receive written notice by certified mail at least sixty (60) days prior to the end of the school term at their last known address. Employees laid off will be recalled in the reverse order of layoff, provided the employee is qualified to perform the work available. Recall rights are effective for two (2) calendar years from the beginning of the following school term. For example, if a reduction in force is needed in the spring of the 2017-2018 school year, the recall rights apply to the 2018-2019 school

year and the 2019-2020 school year. At the conclusion of the 2019-2020 school year, recall rights would no longer be in effect. Employees recalled shall be provided with written notice by certified mail to their last known address. The employee must accept the recall in writing within thirty (30) days of receipt of notice and failure to respond shall terminate the employee's recall rights.

Section 4. Involuntary Transfer. In the case of involuntary transfers, seniority will be a consideration. However, in any involuntary transfer the Administration will make the final decision.

ARTICLE VI – STEWARD CLAUSE

The Stewards shall be designated by the Organization and the School District shall be given the names of the Stewards, in writing by the Organization. The Unit Office will be notified of any changes of the Stewards within seven (7) days.

ARTICLE VII – GRIEVANCE PROCEDURE

The Board and employees acknowledge that it is most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. A grievance shall mean a claim that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement. It is agreed that when a grievance arises, the aggrieved employee shall take it up orally with his supervisor as Step 1 of the grievance procedure. If the grievance cannot be resolved in this informal manner, then the following procedure shall be followed.

Step 2. The employee shall submit the alleged grievance in writing, showing the specific violation he believes to have taken place, and the remedy requested. This written grievance is to be signed and submitted by the employee to his supervisor within ten (10) working days of the occurrence of the alleged grievance or from the time it should have become known. When the written grievance is submitted, the employee may be accompanied and represented by official representation of his choice. The supervisor shall give his answer in writing within three (3) working days.

Step 3. If the written grievance as submitted in Step 2 is not settled, it shall be referred by the employee or his official representative to the Superintendent of Schools. Submission at this step is to take place within five (5) working days of the conclusion of Step 2. The Superintendent will submit an answer in writing within five (5) working days.

Step 4. If the grievance cannot be settled at the third step, the grievance shall be submitted, through the Organization, in writing, by the aggrieved, within ten (10) working days, to the Board of Education with a request for an oral hearing. The hearing to be held within twenty (20) working days. The hearing to be conducted by the full Board or by a sub-committee of the Board. There shall be no more than five (5) working days between the conclusion of Step 4 and the beginning of Step 5.

Step 5. In the event that the parties are unable to adjust any grievance through the grievance procedure set forth in Steps 2, 3, and 4, then the grievance may be submitted at the request of either party to the fifth step of impartial, advisory arbitration. The arbitrator shall be mutually selected by agreement between the School District and the Employee Organization, using the Federal Mediation and Conciliation Service as a source from the panel of arbitrators. The arbitrators shall have no power to add to, subtract from, modify or alter the terms of this Agreement. The decision of the arbitrator shall be binding on the parties. Expenses of any arbitrator shall be shared equally by the School District and the Employee Organization. If neither party has requested arbitration within thirty (30) days of the Step 4 decision of the Board of Education the grievance shall be considered as closed.

ARTICLE VIII – GENERAL PROVISIONS

Section 1. Holidays. If school is not in session on the following listed days, these days will be recognized as paid holidays for all full-time, regularly employed members of the bargaining unit excluding Paraprofessionals: No twelve (12) month employee will work on the holiday for extra compensation. If the paid holiday falls on a Saturday the employee will not work the Friday prior to the holiday. If the paid holiday falls on Sunday the employee will not work the Monday following the holiday. If the Friday prior to the holiday or Monday following the holiday is a student attendance day the employee will be required to work on the student attendance day and take the closest non-student attendance day as the non-working day. Exception to this provision may apply if an emergency presents itself and must be approved by the Superintendent or his/her designee.

New Year's Day	Independence Day	Day following Thanksgiving Day
Martin Luther Kings' Birthday	Labor Day	Christmas Eve
Lincoln's Birthday or President's Day	Columbus Day	Christmas Day
Spring Holiday (Good Friday)	Veteran's Day	
Memorial Day	Thanksgiving Day	

In order to qualify for the holiday pay, an employee must be on the job and available for work his or her last scheduled work day before and his or her first scheduled work day after the holiday. He or she may be absent either the last scheduled work day preceding or the first scheduled work day following the holiday and qualify for holiday pay provided the absence was due to a death in the immediate family or a serious illness with a doctor's verification or approved vacation.

The Wednesday before Thanksgiving and/or the Monday following Easter are not paid days off for secretaries and cooks.

Section 2. Sick Leave. Each full-time employee of Community Unit School District No. 100 shall be entitled to a minimum of ten (10) days leave for personal illness, quarantine at home, a serious illness or death in the family, with full pay during each school year. Immediate family shall include mother, father, mother-in-law, father-in law, husband, wife, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law or grandchild. When attendance at a funeral of a deceased person other than those mentioned previously seems obligatory on the part of the employee, the Board of Education may, upon request, grant sick leave for such an exception. Such request should be made to the Superintendent of Schools prior to the date of the funeral. If such employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to two hundred four (204) days.

An employee new to the District may have ten (10) additional days of sick leave at his disposal for the first year in District, to be used for extended or continuous illness. Only the unused part of the sick leave of ten (10) days shall be accumulative and all of leave taken in excess of the ten (10) days will be charged against accumulative leave.

Section 3. Personal Leave.

1. A maximum of three (3) days (non-accumulative) at full pay may be allowed any and all full-time employees each year.
2. Approval (arrangements) shall be obtained from the Building Principal and/or Superintendent before taking leave.

3. At the end of the year all unused personal leave days of each employee shall accumulate as sick leave and be added to that employee's accumulated sick leave. Sick leave will accumulate to a maximum of two hundred four (204) days.

Section 4. Jury Duty. An employee who is called for jury duty shall be compensated at his regular rate of pay less jury fees received. Written evidence of the amount of jury fees received shall be given to the office as soon as pay is received.

Section 5. Vacations. Vacation time is not cumulative. Following the probationary period, during the first year of employment, each regular twelve month employee will earn 5/6 of a day vacation for each month worked upon their anniversary date of hire the first year.

Following the first year of employment two weeks (10 days) vacation will be granted to regular twelve month employees who have completed one (1) through ten (10) continuous years of service in any assigned classification by their anniversary date of hire. Once an employee earns 10 days of vacation for 10 continuous years, he/she will move to 15 days' vacation.

Three weeks (15 days) vacation will be granted to regular twelve month employees who have completed eleven (11) through seventeen (17) continuous years of service in any assigned classification by their anniversary date of hire. Once an employee earns three weeks (15 days) of vacation for seventeen (17) continuous years, he/she will move to four weeks (20 days) vacation.

Four weeks (20 days) will be granted to regular twelve month employees who have completed eighteen (18) or more continuous years of service in any assigned classification by their anniversary date of hire.

The District will show preference for seniority in the approval of applications for vacation time.

Section 6. Pay Day. Pay checks shall be issued on regular pay dates established by the Board. If pay day falls on a weekend or a holiday, checks shall be available on the last working day preceding these dates. Paraprofessionals, cooks, and secretaries shall have the option of electing to receive their pay over a 12 month period or within the pay period it is earned. Those who elect to defer their compensation over twelve (12) months shall provide the district an irrevocable designation in writing prior to the first work day of the fiscal and or work year.

Any new employee falling under the terms of this collective bargaining agreement after the agreement date December 7, 2015 will not have the options to select their pay period/pay day. Anyone hired after this date will automatically have their pay spread over a 12 month period.

Section 7. Reimbursement. When it is necessary for an employee to drive his personal vehicle to the central office or store for equipment or materials, if he presents a mileage slip to the Unit Office he will be compensated at the same rate as established for other employees.

Section 8. Wage Rates. The classifications and rates effective for the duration of this Agreement are contained in Exhibit A attached to and made an integral part of it.

When an employee is assigned to a position which pays a higher wage than his or her regular assignment, that employee will be paid the higher wage starting on the eleventh (11) day. The employee regularly assigned to that position will then revert to his or her base pay.

Section 9. Overtime/Compensatory Time. Overtime/Compensatory time will be paid to regular full-time hourly employees with the approval of the supervisor. Overtime/Compensatory Time will be

computed at the rate of time and one-half for work hours that exceed forty (40) work hours per week. Cooks and Secretaries will be paid overtime at the rate of time and one-half for work at all functions taking place after the regular working hours. When a holiday falls between Monday and Friday and an employee is required to work extra hours that week, the holiday hours count toward the 40 hour work week. The day before and after the holiday must be worked.

Section 10. Longevity. For employees in all classifications, upon completion of ten (10) years of service in District 100, an additional allowance of \$17.00 per pay period will be paid. Upon completion of fifteen (15) years of service in District 100, a total allowance of \$34.00 per pay period will be paid (a \$17.00 increase). Upon completion of twenty-two (22) years of service in District 100, a total allowance of \$54.00 per pay period will be paid (a \$20.00 increase). Longevity will be determined by anniversary date of employment.

Section 11. Insurance 17-18 school year. The Board shall make available to members of the bargaining unit a group medical insurance plan. The Board shall contribute an amount equal to 80% per month toward the single hospital, health, and basic dental insurance premiums. The Board shall contribute an amount equal to 50% per month toward the employee plus one hospital, health, and basic dental insurance premiums. The Board shall contribute an amount equal to 50% per month toward the family hospital, health, and basic dental insurance premiums. Insurance coverage, and the board's contribution, shall be in effect on a twelve (12) month basis as long as the staff member remains in the employment of the District.

Insurance 18-19 school year. The Board shall make available to members of the bargaining unit a group medical insurance plan. The Board shall contribute an amount equal to 68% per month toward the single hospital, health, and basic dental insurance premiums. The Board shall contribute an amount equal to 48% per month toward the employee plus one hospital, health, and basic dental insurance premiums. The Board shall contribute an amount equal to 48% per month toward the family hospital, health, and basic dental insurance premiums. Insurance coverage, and the board's contribution, shall be in effect on a twelve (12) month basis as long as the staff member remains in the employment of the District.

Insurance information for those considering retirement is available at the Unit Office.

Section 12. Conference Leave. Representative, designated by the Organization, shall be excused to attend local, state or national conferences, or other business pertaining to the Organization. A maximum of four (4) days per calendar year be allowed the delegates without loss of salary, or time being charged against vacation time, personal leave or sick leave. The Organization shall reimburse the District for a substitute only if a substitute is necessary.

The frequency of excused leaves shall not impair the quality of the job performed and a written request for leave shall have been submitted to the Superintendent by the Organization at least seven (7) days in advance.

Section 13. Credit Union. Upon written request by an employee, a sum (the sum to be requested by the employee) will be withheld from an employee's regular pay and will be forwarded at Board expense to Community Educational Federal Credit Union (CEFCU), 217 E. Ferguson Avenue, Wood River, Illinois 62095.

Section 14. Training/Meetings. Members of the bargaining unit required to attend training or meetings outside their regularly scheduled work day will be paid at their regular rate of pay. Payment/compensatory time for optional training or meetings outside the regularly scheduled work day will be at the discretion of the Administration.

Section 15. Short-Term Leave Without Pay. Employees may request unpaid leave days subject to the following conditions: 1) such absences must be requested in writing to the principal by the employees ten (10) days prior to the first day of the absence; 2) unpaid leave must be taken in whole-day increments; 3) clear reasons for the unpaid absence must be stated; 4) the unpaid absence shall not exceed three (3) consecutive days.

In administrating this provision, the building principal and the Superintendent will consider the individual circumstances involved in each request. Situations not limited to the following will be considered:

1. Trips won as special recognition of employee or spouse.
2. Trips or special meetings involving services of community organizations in which the employee holds office.
3. Important business conferences of the employee's spouse in which the employee needs to be involved.
4. Court appearances other than by subpoena.
5. Educationally related travel, if the employee provides an itinerary and an explanation as to how such travel will improve the educational program.
6. The reason for the absence will have some obvious merit or value to the school or the community in the immediate or near future.
7. Or as other times approved by the Superintendent without constituting precedent or prejudice with other request.

Section 16. Rescheduled Act of God Days. Nine and a half and 10 month secretaries will be allowed to reschedule work days cancelled as a result of ISBE granted Act Of God Days.

ARTICLE IX – EFFECT OF AGREEMENT

Section 1. Savings Clause. Any segment of this Agreement, which, subsequent to adoption of this contract, is declared illegal by a court of competent jurisdiction, shall be stricken from the contract to the extent to which it is illegal and the remainder of the contract shall continue in full force and effect.

Any changes in the law brought about by State Legislature in regard to Collective Bargaining rights concerning Municipal or Public Service Employees will become effective as part of the Agreement on the date the bill becomes effective.

Section 2. No Strike. It is agreed that during the term of this Agreement neither the Employee Organization, the officers or members, shall instigate, call, sanction, condone or participate in any strike, sit-down, stay-in, walkout, slowdown, stoppage or curtailment of work, picketing or willful interference with work or receipt of shipment of material, and that there shall be lockout of employees by the District. Any employee participating in such actions shall be subject to immediate discharge without recourse.

Section 3. Waiver of Additional Bargaining. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Employee Organization, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice or custom to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The parties agree that subcontracting, as provided for in Article V, Section 5 of this Agreement, is excluded from this Waiver of Additional Bargaining provision.

Section 4. Duration of Agreement. This Agreement shall be in effect from 12:01 A.M., July 1, 2017 until 11:59 P.M., June 30, 2019. Negotiations on wages and Articles of Agreement shall begin within sixty (60) days prior to the anniversary date of the Agreement.

EXHIBIT A

SALARY SCHEDULE

The salary schedules for the term of this Agreement shall be set forth in Exhibit A which is attached hereto and incorporated into this Agreement. The salary schedule for the 2017-2018 and 2018-2019 as attached hereto as Exhibit A and incorporated herein. The schedule reflects a \$0.25 cent per hour increase in compensation each year in all cells.

Note: For the 2017 - 2018 school year, non-scale employees will be granted a step on the pay schedule.
For the 2018 - 2019 school year, non-scale employees will freeze (no step) on the pay schedule.

Creditable Earnings Limitation

In no event will an employee who is less than four (4) years from retirement eligibility receive an increase in reported earnings in excess of six percent (6%) of the prior year's reported earnings, or 1.5 times the annual increase in the Consumer Price Index-U as established by the United States Department of Labor for the preceding September, whichever is greater, unless any of the enacted statutory exceptions under Public Act 97-0609 (Senate Bill 1831) exempt such reported earnings from the payment of additional Employer contributions to the Illinois Municipal Retirement Fund.

The Creditable Earnings Limitation set-forth herein shall become effective upon the expiration of the 2019-2020 collective bargaining agreement.

Paraprofessionals shall be eligible for advancement on the salary schedule for hours earned prior to August 31st of the current school year.

1. Five schedules for hourly employees:

2. Candidates for employment with the School District will pay the cost of the physical examination as required as a condition of their employment. Employees shall receive reimbursement for cost, not to exceed \$30.00, for each subsequent required physical examination. A statement or receipt from the examining physician is to be attached to the reimbursement request form.

ENTRY LEVEL SALARY SCHEDULE – NEW EMPLOYEES TO DISTRICT

	2017-2018	2018-2019
	Cook	
Step 1	\$15.49	\$15.74
Step 2	\$15.57	\$15.82
Step 3	\$15.96	\$16.21
	Custodian & Maintenance Helper-Supply	
Step 1	\$16.65	\$16.90
Step 2	\$16.80	\$17.05
Step 3	\$17.26	\$17.51
	Secretary	
Step 1	\$16.07	\$16.32
Step 2	\$16.20	\$16.45
Step 3	\$16.64	\$16.89
	Heath Care Provider	
Step 1	\$16.95	\$17.20
Step 2	\$17.10	\$17.35
Step 3	\$17.56	\$17.81
	Paraprofessionals	
	30-59 Hours	
Step 1	\$17.11	\$17.36
Step 2	\$17.26	\$17.51
Step 3	\$17.57	\$17.82
	60-89 Hours	
Step 1	\$17.58	\$17.83
Step 2	\$17.73	\$17.98
Step 3	\$18.04	\$18.29
	90 + Hours	
Step 1	\$18.05	\$18.30
Step 2	\$18.20	\$18.45
Step 3	\$18.51	\$18.76

SCALE SCHEDULE

2017-2018 2018-2019

Cook

Scale	\$19.32	\$19.57
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**Head cook in each school to receive \$35.00 per pay period.
Schools with only one cook will also receive this additional \$35.00.**

Custodian & Maint Helper-Supply

Scale	\$20.58	\$20.83
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Extra pay rate for lead custodian per pay period:

JCHS	\$50.00
IMS	\$45.00
East	\$40.00
West	\$40.00
Grafton	\$40.00

Extra pay for lead custodian per pay period:

JCHS	\$17.50
IMS	\$17.50

Secretary

Scale	\$20.02	\$20.27
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Schools with only one secretary will receive an additional \$35.00 per pay period.

Heath Care Provider

Scale	\$20.88	\$21.13
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AV Technician

Scale	\$21.52	\$21.77
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Paraprofessionals

30-59 Hours

Scale	\$21.15	\$21.40
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60-89 Hours

Scale	\$21.63	\$21.88
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90 + Hours

Scale

\$22.07

\$22.32

This Agreement is signed this 15th day of March, 2018.

IN WITNESS WHEREOF:

For the Classified Employees'
Organization, IEA-NEA

Joseph E. Kallal
President

Cindy Russell
Secretary

For the Board of Education of
Community Unit School District No. 100

[Signature]
President

[Signature]
Secretary



Sherry K. Freand
Notary Public

MEMORANDUM OF UNDERSTANDING

1. The Board of Education and the Association will form a joint committee to review, revise, and create where appropriate job descriptions for Jersey Classified Employee Organization Custodians, Maintenance Helpers – including Lawn and Grounds Worker – Paraprofessionals, Cooks, and Secretaries.
2. Paraprofessionals will work a 180-day schedule that includes participating in two professional institute days, the first occurring on the second day of school for staff and the day following Christmas break.
 - Paraprofessionals may be assigned to duties at registration, parent/teacher conferences, kindergarten screenings, or other duties as assigned, equivalent to one full workday.
 - Administration will assign paraprofessionals specific duty areas by no later than May 31; however, duties can be subject to change depending on the needs of the district.
3. Meetings/training for classified employees:
 - Each employee will be given individual written notice.
 - Notices will indicate whether the meeting/training is required or optional.
 - Notices will contain a brief description of the training.
4. All secretaries who are not 10 or 12 month will be 9.5 month employees. They will work 7.5 hour days, one week before school, one week after school and three days during registration. They will not work the five (5) scheduled emergency days.
5. Head cooks and cooks who are the only cook in the building will work an eight (8) hour day. Cooks who work breakfast will work a seven (7) hour day. Cooks who do not work breakfast will work a six (6) hour day.
6. All Classified Employees (excluding Paraprofessionals) working a 7.5 hours or more work day must take a minimum 30 minute lunch period. The lunch period extends the day the amount of time used for lunch.

The lunch period should be used to break the work day and cannot start or end a work day. Employees who work less than 7.5 hours per day may take a 30 minute lunch period. In doing so the employee must extend their work day by 30 minutes.

 - In all cases the building supervisor will schedule the lunch periods.
 - Paraprofessionals are provided a lunch period each working day not less than (30) minutes as part of their workday.
7. All cooks will work one day before the first student attendance day and one day after the last student attendance day.
8. If the school calendar is extended due to emergency days, employees (excluding Paraprofessionals) who are on the job his or her last scheduled work day before and his or her first scheduled work day

after the holiday will be entitled to Memorial Day holiday pay. He or she may be absent either the last scheduled work day preceding or the first scheduled work day following the holiday and qualify for holiday pay provided the absence was due to a death in the immediate family or a serious illness with a doctor's verification or approved vacation day for (12) month employees. shortened due to unused emergency days, Memorial Day holiday will not be jeopardized.

9. Twelve (12) month employees will be allowed the use of vacation days (approved by the building supervisor), one week maximum, during student attendance days of the regular school year.
10. On student attendance days personal days may not be taken on consecutive work days (including Friday to Monday), to create four-day weekends, or to be combined with vacation days in order to extend vacations.
11. Exhibit A-Salary Schedule; Article VIII, Section 10-Longevity and Article VIII, Section 11-Insurance of the Agreement will be reopened after the 2018-19 school year, and each year thereafter, if proper notice is provided pursuant to Article IX, Section 4.

12. Attachment A – Retirement Incentive Award Payment

There is no guarantee that this retirement incentive will continue beyond the 2015-16 school term. The Board of Education has agreed to meet with the union to negotiate annually whether to extend this incentive beyond the 2016-17 school year.

For the 2017-18 school year, written notice must be received by May 11, 2018 to be considered for the retirement incentive.

For the 2018-19 school year, written notice must be received by the end of 1st semester in December.

This Agreement is signed this 15th Day of March 2018.

IN WITNESS WHEREOF:

For the Classified Employees'
Organization, IEA-NEA

For the Board of Education of
Community Unit School District No. 100



President



President



Secretary



Secretary





Notary Public

ATTACHMENT A

Retirement Incentive Award Payment

The Board of Education of JCUSD #100 will provide a retirement incentive payment in an amount of \$2,000.00 in exchange for an employee's one year notice of intent to retire, subject to the following conditions:

1. The employee shall have a minimum of twenty (20) years of full-time continuous service with District No. 100 upon the intended date of retirement.
2. Tier One employees shall be at least fifty-five (55) years of age on or before their last day of service to the School District. Tier Two employees shall be at least sixty-two (62) years of age on or before their last day of service to the School District.
3. The employee shall have tendered to the Board of Education a binding irrevocable resignation and application for the award.
 - For the 2017-2018 school year, employees must provide notice of intent to retire by no later than May 11, 2018
 - For the 2018-2019 school year, employees must provide notice of intent to retire by no later than the end of the 1st semester in December
4. In exchange for the employee's binding irrevocable resignation, the School District agrees to provide the retirement incentive payment to any employee covered by this collective bargaining agreement who retires pursuant to the retirement award program referenced herein. In the event of any limitation in the program, the employee with the greatest District seniority shall have the participation option. The District and the employee agree to execute a Retirement Award Agreement that governs the payment of the retirement award.
5. The \$2,000.00 bonus will be paid after the employee's last day of service to the district and after the employee has received his or her final paycheck for services.
6. The retirement award payment referenced herein is offered only as an incentive or bonus for retirement and does not represent compensation for services rendered by the retiree during his or her tenure with the District.
7. All withholding and taxes in accordance with State and Federal laws will apply.

Employee should not rely upon the continuation of this retirement incentive award payment program in subsequent collective bargaining agreements.