

**SUPPORT STAFF
NEGOTIATIONS AGREEMENT**

Between

**THE BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL
DISTRICT #7**

And

**THE UNITY EDUCATION
ASSOCIATION
IEA/NEA**

2018 – 2022

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SUPPORT STAFF AGREEMENT

ARTICLE I

A. RECOGNITION

The Board of Education of Community Unit School District No. 7, hereinafter referred to as the "Board" recognizes the Unity Education Association, an affiliate of the Illinois Education Association and the National Education Association, as the sole and exclusive negotiating agent for all regularly employed full-time and part-time employees of the District except the Superintendent, Principals, Assistant Principals, Treasurer, Secretary to the Superintendent, Hot Lunch Supervisors, Cold Lunch Supervisors, Playground Supervisors, District Bookkeeper, Director of Maintenance, and any persons paid to perform extra duties but who are not regularly employed by the District, and all other managerial, supervisory, and confidential employees and any others excluded by the Act.

ARTICLE II

A. NEGOTIATIONS

Both parties agree to participate in negotiations with the duly designated representatives of the other party.

B. GOOD FAITH

The parties agree it is their mutual responsibility to meet at reasonable times to negotiate wages, hours, and terms and conditions of employment as defined and as may be required by the IELRA.

C. NEGOTIATIONS AUTHORITY

Both parties agree that it is their mutual responsibility to confer upon their respective representative the necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations, and to reach tentative agreements, which shall be presented respectively to the Association and the Board for ratification.

D. RIGHT TO ORGANIZE

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Board through Association representatives of their own choosing and to participate in other professional activities not inconsistent with the terms of the Agreement. Employees

shall also have the right to refrain from any or all of such activities.

E. NEGOTIATIONS REPRESENTATIVE

Negotiations shall be conducted pursuant to the Illinois Educational Labor Relations Act. Each party to negotiations shall select its own negotiating representatives, provided however, the Board shall not select an employee as herein defined as its representative.

F. TIME AND PLACE FOR NEGOTIATIONS

Negotiation meetings shall be held as necessary at times and places agreed to by the parties.

G. TENTATIVE AGREEMENT

When the parties reach tentative agreement on each matter being negotiated, the matter shall be reduced to writing and initialed by the representatives of the parties. When tentative agreement is reached on all items, the tentative agreements shall be submitted to the membership of the Association for ratification and to the Board for adoption.

H. IMPASSE

Should an impasse be declared, a written request by one (1) party for the services of a mediator shall be considered a joint request.

I. CHALLENGE PROCEDURES

Any employee or group of employees, or any labor organization acting on their behalf, which challenges the Association as the exclusive bargaining representative shall comply with the requirements of the Illinois Educational Labor Relations Act.

J. The BOE and UEA have agreed upon a four year contract at 3.90%, 3.75%, 3.75%, 3.75% per year, for a total of 15.15% for the length of the contract. This would include the step and the Board paid % for IMRF.

ARTICLE III

A. DUES DEDUCTION

Any employee who is a member of the Association or has applied for membership may sign and deliver to the Board an assignment form as furnished by the Board authorizing deduction of membership dues of the

Association, IEA and NEA. Such forms shall be signed and submitted to the Board within fifteen (15) school days from the start of the school year or employment, whichever is later. The Association agrees to file with the Board a complete membership list verifying those employees who have requested dues deductions by the above dates. Each pay period when dues are deducted, the Board agrees to submit the dues amount by check to the Association. An employee may cancel dues deduction authorization by written notice to the Board and the Association. In case of termination of employment prior to full deduction being made, the remaining balance shall be deducted from the last check issued to the employee. In cases of hardship, the Association and any of its members shall hold the Board harmless in the transaction of dues deduction as herein provided.

B. FAIR SHARE

Each bargaining unit member, as a condition of his or her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

In the event that the bargaining unit member does not pay his or her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the nonmember.

Such fees shall be paid to the Association by the Board not later than ten (10) days following deduction.

C. FAIR SHARE HOLD HARMLESS

In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action as its own expense and through its own counsel, provided:

1. The employer gives immediate notice of such action in writing to the Association, and permits the Association intervention if it so desires; and

2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability, which may arise as a result of any type of willful misconduct by the Board, or the Board's imperfect execution of the obligations imposed upon it by this Article.

D. FAIR SHARE RELIGIOUS OBJECTIONS

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenant or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable nonreligious charitable organization as per Association policy and the rules and regulations of the Illinois Educational Labor Relations Board.

E. COMMUNICATIONS

All communication to the Board shall be channeled through the Superintendent and to the Association through its President.

F. ASSOCIATION BUSINESS ON BOARD AGENDA

The Board shall place on the agenda of each regular Board meeting as the first item under "New Business" any matter brought to its attention by the Association. These matters shall be made known in writing to the Superintendent eight (8) days prior to each regularly scheduled meeting. Time limits may be waived by the Superintendent.

G. AGENDA OF BOARD MEETINGS

The Association shall be furnished an agenda and minutes of all Board meetings and, on request, all regularly and routinely prepared information of public record. Nothing herein shall require the Board nor administration to research and assemble information.

H. AGENDA OF ASSOCIATION MEETINGS

The Board of Education shall be furnished an agenda and minutes of all Board of Directors and General Membership Meetings and, on request, all regularly and routinely prepared information. Nothing herein shall require the Association to research and assemble information.

I. NAMES AND ADDRESSES OF NEW EMPLOYEES

Names and addresses of newly hired employees shall be available to the Association at the Unit 7 Central Office within fourteen (14) days of recommended employment.

J. POLICY MANUAL

The Board shall make available in each building a copy of its policy manual.

K. ASSOCIATION MEMBERSHIP LIST

The Association agrees to update its membership list monthly in the event changes occur.

L. USE OF EQUIPMENT

The Association shall be permitted to use duplication, typing and copying facilities of the District. Such usage shall be scheduled so as not to interfere with the regular academic program.

1. The Association agrees to pay the District Fifty and 00/100 Dollars (\$50.00) per year for material and use of these facilities.
2. The Board agrees to charge bargaining unit members the actual cost of copies made for personal use.
3. The Board agrees to charge, upon proper written verification, the Association the actual cost of copies made by bargaining unit members at the direction of the Association for purposes of grievance and bargaining matters.

All Association charges shall be paid no later than May 1 of each school year.

M. USE OF FACILITIES

The Association shall have the right to hold general membership meetings on school property provided such meetings in no way interfere with any aspect of the school program, and provided further that the agenda deals with business affairs of the local Association. The Building Principals and Superintendent's office shall be notified of any or all Board of Directors and General Membership Meetings held in any building. Except that the Association shall be provided fifteen (15) minutes during the first institute day of the school year to hold an Association meeting, no Association meeting shall be held during the day shift hours of employment; and no disruption of any employee work shall occur by reason of any Association meeting.

Whenever an Association meeting or other use of School District facilities or equipment results in the need for maintenance or custodial services, the Association shall request such use in advance and the Board may make a reasonable charge for such services.

N. USE OF MAIL

The Association shall have the right to use employee mailboxes and District mail to the extent mailboxes and District mail may exist, for a reasonable volume of appropriate announcements. All mail delivered to the District and addressed to an employee and marked personal shall not be opened but shall be placed in the employee's mailbox or held for the employee to pick up.

O. BULLETIN BOARDS

The Association shall be provided with bulletin board space in each school as designated by the Building Principal. Only authorized representatives of the Association will use these bulletin boards for Association announcements and all material posted shall be signed and dated.

P. CASH FUND

A petty cash fund of One Hundred and 00/100 Dollars (\$100.00) will be provided and maintained in each building. This fund shall be the same fund referred to in Article X-0 of the teacher contract. Both teachers and

bargaining unit members shall have access to the fund for the purchase of school materials.

Q. RELEASE TIME/LOSS OF SALARY BENEFITS FOR LEGAL PROCEEDINGS

Any employee who is required by the employer to appear as a witness at any school-related proceeding shall suffer no loss of salary or benefits. In instances when the School District is not a party to the proceedings and an employee is called to testify at a school-related proceeding in a federal administrative agency, State of Illinois administrative agency, or state or federal court of law, the employee shall suffer no loss of salary or benefits. When the School District is a party to the proceedings and the School District has not requested the presence of the employee at the proceedings, the employee shall use personal leave or suffer loss of pay or benefits to appear at the proceedings during work time. If the employee has been excused from work to appear without loss of salary or benefits, the employee shall return any witness fees received to the School District. If the employee fails to do so, the employer may withhold such amount from the employee's pay.

R. EMPLOYEE LOUNGE

If an employee lounge is provided in a building, members of the bargaining unit shall have access to it.

S. EMPLOYEE RESTROOM

If an employee restroom is provided in a building, members of the bargaining unit shall have access to it.

T. REQUISITION OF SUPPLIES

Prior to the end of the school term, each employee shall be given the opportunity to submit requisitions for materials and supplies for the following school year. Any employee shall have the opportunity, upon request, to review final requisitions with his or her supervisor before purchase orders are issued.

U. SUPERVISION

The Director of Maintenance shall provide overall supervision of custodians. Principals or Assistant Principals shall provide immediate supervision.

Evaluations shall be done by the Principals/Assistant Principals, with input from the Maintenance Director.

V. SUMMER HOURS

Custodians and maintenance shall start summer hours the day after the last student attendance day and shall stop summer hours on the first student attendance day in the fall.

W. CALL BACK PAY

Support staff shall be paid a minimum of one hour at the rate of time-and-a-half when called back to work after normal working hours or holidays. Compensation for time beyond the minimum shall be in 15-minute/quarter hour increments.

X. SALARY SCHEDULE PLACEMENT

Once administration in its discretion has determined the relevant years of working experience, half (1/2) credit will be awarded for placement on the pay scale. If an employee is deemed to have 10 years experience, they would be placed on the salary schedule at step 5. Odd years of experience will round up. A directly related field would be defined as one in which the employee worked in a similar environment with the same duties, skills and responsibilities for which they were hired.

Y. LENGTH OF WORK DAY

Aides' work day will be 6.5 hours. This will coincide with the supervision of getting students on and off busses. This does not pertain to the library or title aides.

Z. PROBATIONARY PERIOD

Beginning July 1, 2001, new non-certified hires will have a 60-day probationary period, beginning the first day of employment and continuing for 60 workdays. At the end of the probationary period, a determination will be held by the Board of Education to continue employment of said employee or to release said employee.

AA. CDL LICENCE

Any employee who obtains a CDL license for the purposes of performing duties for Unit Seven Schools shall be reimbursed the cost of the license and the annual renewal fee.

ARTICLE IV

A. GRIEVANCE DEFINITION

A grievance shall be defined as a complaint that there has been a violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

B. GRIEVANCE ACCESS

Each employee covered by this Agreement and the Association shall have the right to present grievances in accordance with these procedures.

C. GRIEVANCE APPEALS

Failure of an employee or the Association to act on any grievance within the time limits will act as a bar to any further appeal, and the employer's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.

D. GRIEVANCE PROCESSING

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with, or interruption of the instructional program and or related work activities of the grieving employee or staff.

E. GRIEVANCE TIME BAR

All alleged violations of this Contract must be filed within ten (10) school days of the occurrence of the event, which initiated the grievance.

F. GRIEVANCE INFORMAL STEP

An attempt may be made to resolve any grievance by informal means, including discussions between the complainant and his or her supervisor before any formal grievance is filed.

G. GRIEVANCE STEP ONE

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually agreed time, discuss the matter with the Principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of this Agreement allegedly violated, and shall state the

remedy requested. The Principal shall make a decision on the grievance and communicate it in writing to the employee and Superintendent within ten (10) school days after receipt of the grievance.

H. GRIEVANCE STEP TWO

In the event a grievance has not been satisfactorily resolved in the second step, the aggrieved employee may file, within ten (10) school days of the Principal's written decision, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the grievant and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the grievance meeting and communicate it in writing to the employee and the Principal.

I. GRIEVANCE STEP THREE

If the grievance is not resolved at Level 2, or the time limits expire without the Superintendent's written decision, the Association may submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days from the date of the Level 2 written decision, then the grievance shall be deemed withdrawn.

J. GRIEVANCE; DISCLOSURE OF INFORMATION

The parties shall make every effort to disclose to each other, prior to arbitration, such information as may be known which would be helpful in the resolution of the grievance.

K. GRIEVANCE BYPASS

If the grievant and/or the Association and the Superintendent agree, any level of the grievance procedure may be bypassed and the grievance brought directly to the next level.

L. ARBITRATOR; SELECTION OF

The arbitrator shall be selected from a list submitted by the American Arbitration Association under its rules.

M. POWER OF ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the specific issues submitted to him/her in writing and his/her decision shall be based solely upon his/her interpretations of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

N. REMEDIES IN ARBITRATION

The arbitrator is empowered to include in any award, such financial reimbursements or other remedies as he/she judges to be proper not to exceed actual losses.

O. JUST CAUSE

Disciplinary actions (suspensions and dismissal proposals) shall be subject to just cause.

P. ARBITRATOR; DECISION OF

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

Q. GRIEVANCE REPRESENTATION; COSTS OF ARBITRATION

Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and of the AAA shall be divided equally between the Board and the Association.

R. ARBITRATION TRANSCRIPT

If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost for the two (2) transcripts shall be divided equally between the Association and the Board.

ARTICLE V

A. SENIORITY DEFINITION

A year of seniority within a category of position shall be granted to each employee who works over one thousand (1000) hours per year; a half (1/2) year of seniority within a category of position shall be granted to each employee who works seven hundred twenty (720) to one thousand (1000) hours per year; and a quarter (1/4) year of seniority within a category of position shall be granted to each

regularly employed, non-temporary employee who works under seven hundred twenty (720) hours per year. A year, for the purposes of this Article, shall be July 1 - June 30.

B. SENIORITY; LOSS OF

All seniority shall be lost upon resignation, retirement, dismissal for cause or upon layoff when recall rights expire.

C. SENIORITY; CATEGORIES OF POSITIONS

For purposes of determining seniority among the support staff in the bargaining unit, the following categories of positions shall exist within the School Code Section 10-23.5:

1. Cook;
2. Custodian;
3. Maintenance Worker;
4. Certified teacher aide;
5. Noncertified aide;
6. Secretary;
7. Clerk;

D. SENIORITY; BEGINNING OF

Seniority shall be measured from the first day of continuous employment. All seniority computations shall be calculated on the basis of total continuous service.

E. SENIORITY ACCRUAL DURING PAID OR UNPAID ABSENCE

Hours for purposes of seniority computations shall not accrue during any unpaid absence. Hours for purposes of seniority computations shall accrue during any paid absence, including an absence paid by worker compensation.

F. SENIORITY LIST

On or before February 1 of each year, in consultation with the Association, the Board shall develop a support staff seniority list. The list shall be categorized pursuant to the categories of positions set forth in Article V, Section C, Seniority; Categories of Positions, hereinabove. Each employee shall appear on each seniority list for each position to which said employee is currently assigned.

G. SENIORITY; ORDER OF

The seniority list developed pursuant to the above shall list the employee with the greatest seniority in each category of position first, followed by the other employees in each category of position in order of seniority.

H. SENIORITY LIST EXCEPTIONS

The Association shall have thirty (30) days from February 1 of each year to file exceptions to the seniority list. Exceptions shall be filed with the Superintendent of Schools.

I. REDUCTION IN FORCE

1. In the event reduction of classified staff is necessary, a sixty day notice prior to the end of the school term shall be provided. Exempt from this provision shall be personal one-on-one aides who shall be subject to a thirty day notice anytime throughout the year. Personal aides shall be notified of this provision upon employment.

2. Media (library) Aides are also exempt from the rifting provision.

J. SENIORITY TRANSFER WHEN AN EMPLOYEE ASSIGNMENT CHANGES

If an employee is removed from a particular category of position, the employee shall be removed from the seniority list in said category of position as of date of removal. If an employee is assigned to a new category of position, the employee shall carry all said employee's seniority to such new category of position.

K. SENIORITY COMPUTATION BEFORE JULY 1, 1992

This Article shall affect seniority computations and credits beginning July 1, 1992. On July 1, 1992, each bargaining unit employee shall have such seniority as he or she may have had on June 30, 1992 under the seniority computational system then in effect.

L. RECALL

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from

that category or position, so far as they are qualified to hold such positions on the date of recall.

M. RECALL NOTIFICATION

Employees shall be notified by certified mail, at the last known address of vacancies for which they are eligible. Employees shall have five (5) days to notify the Board of Education of their intentions. Failure to respond within the time limit shall result in termination of all employment rights. All employees must leave a summer address with the Board of Education.

N. RECALL ORDER

Employees on layoff shall be recalled in reverse order for any vacancies for which they are qualified. Ties in seniority shall be decided by lottery in the presence of the employees involved.

ARTICLE VI

A. EVALUATION; MINIMUM NUMBER OF

Each employee shall be formally evaluated at least once in the first year of employment. After the first year of employment each employee shall be evaluated at least once every two (2) years.

B. EVALUATION; FORMAL OBSERVATION

Each formal evaluation, which results in a final summative rating of unsatisfactory, shall be preceded by at least one (1) formal observation of the employee's work. Informal observations shall occur as necessary. Formal observations shall be for periods of time that accurately sample the employee's work.

C. EVALUATION; NOTICE OF INSTRUMENT AND PROCEDURES

Each employee within ten (10) days of initial employment or by October 1 of each year, whichever is later, shall be apprised of the evaluation instrument and procedures.

D. AREA OF CONCERN LETTER

Prior to formal evaluation, an "area of concern" letter shall be executed if a remediable, performance-related deficiency is noted in an employee's work performance. This letter shall indicate the deficiency and the steps necessary to correct the deficiency. The concern letter

shall not be placed in the employee's personnel file if the deficiency is corrected and does not persist.

E. REMEDIABLE WARNINGS

The employer shall make every reasonable effort to provide employees with warnings of remediable defects in their work performance so as to allow the employee reasonable time to correct deficiencies and avoid below average and unsatisfactory evaluation ratings. Employee evaluation shall be limited to those areas of the employee's performance, which are reasonably related to the employee's job. None of the procedures required by this clause shall be required in the case of serious or irremediable conduct by the employee with respect to which the employer seeks to invoke immediate discipline.

F. REMEDIATION

If the employer believes an employee is doing unacceptable work, the reasons therefore shall be provided to the employee in writing. When appropriate, the employer shall provide the employee with suggestions for improvement and assistance in making improvement. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has been made.

G. EVALUATION CONFERENCE

Each formal evaluation shall be followed by an evaluation conference, which shall be scheduled within ten (10) days of the last formal observation prior to evaluation, or in the case of an evaluation not preceded by observation, within ten (10) days of notice to the employee.

H. EVALUATION DOCUMENTATION

All formal evaluations shall be reduced to writing and a copy shall be given to the employee at the evaluation conference. The employee may attach written comments to the written evaluation if the employee wishes. Both the evaluation and the comments of the employee attached thereto shall be placed in the employee's personnel file.

I. TERMINATION; NOTICE OF

In the event an employee is not continued in employment, the employer will advise the employee of the specific

reasons therefore in writing. The Association shall be provided a copy of this notice.

J. SUMMATIVE RATING OF EMPLOYEE PERFORMANCE

Each employee's evaluation shall include at its conclusion the employee's summative rating in the form of the following statement, "Considering all factors, the work performance of this employee is __ satisfactory __ unsatisfactory (check one)." The evaluation instrument shall make allowances for employer narrations or other devices to alert employees whose work performance is less than satisfactory but not yet unsatisfactory of their deficiencies and for employer narrations or other devices to allow positive reinforcement of employee work performance which is exemplary.

K. EVALUATION INSTRUMENT

A joint support staff/administrator/Board committee will review the current evaluation instrument for support staff and will recommend changes. The committee shall be composed of a support staff employee from each classification selected by the Association president and four (4) administrator/Board representatives. The committee recommendations shall be completed during the 1993-94 school year. Upon approval of the Board of Education and the Association, the instruments shall be incorporated into this Agreement and shall be used by the district. When committee recommendations are approved by the Board of Education and the Association, the committee shall cease to function.

ARTICLE VII

A. SICK LEAVE

Each full-time (12) month employee shall be entitled to fourteen (14) sick leave days per year without loss of pay or benefits. Each full-time ten (10) month employee shall be entitled to eleven and one-half (11-1/2) sick leave days per year without loss of pay or benefits. Each full-time nine (9) month employee shall be entitled to ten and one-half (10-1/2) sick leave days per year without loss of pay or benefits. The sick leave of part-time employees shall be prorata, except that employees who work less than four (4) hours per day shall not be entitled to any sick leave. Unused sick leave shall accumulate without limit. In other respects, the employer and the employee shall

comply with and be subject to relevant provisions of 105 ILCS 5/24-5 and 24-6; *Ill.Rev.Stat.* (1991), c. 122, Para. 24-5 and 24-6.

Employees do not have access to their leave time prior to physically working the next school year:

Full Year: entitled to

12 mo. S: 14 days; P: 2 days; V: 1-5 yrs. complete 10 days, 6+ yrs.: 16 days

11 mo. S: 12.5 days; P: 2 days; V: 1-5 yrs. complete 10 days; 6+ yrs.: 16 days

10 mo. S: 11.5 days; P: 2 days; V: 1-5 yrs. complete 8 days; 6+ yrs.: 11 days

9 mo. S: 10.5 days; P: 2 days; V: 1-5 yrs. complete 7 days; 6+ yrs.: 10 days

After working 3- 6 months: entitled to

12 mo. S: 3.5 days; P: .5 day

11 mo. S: 3 days; P: .5 day

10 mo. S: 2.5 days; P: .5 day

9 mo. S: 2 days; P .5 day

After working 6-9 months: entitled to

12 mo. S: 7 days; P: 1 day

11 mo. S: 6.5 days; P: 1 day

10 mo. S: 6 days; P: 1 day

9 mo. S: 5.5 days; P 1 day

After working 9-12 months: entitled to

12 mo. S: 10.5 days; P: 1.5 days

11 mo. S: 10 days; P: 1.5 days

10 mo. S: 9.5 days; P: 1.5 days

9 mo. S: 9 days; P: 1.5 days

B. SICK LEAVE ACCOUNTING

The employer shall provide each employee with an accurate accounting of accumulated sick leave no later than Sept. 1 the following school year.

C. SICK LEAVE; ADDITIONAL GRANT OF

At the sole and exclusive discretion of the employer, additional sick leave may be provided to an employee in the event an employee has exhausted all available accumulated sick leave.

D. The following constitutes a memorandum of agreement between the UEA-IEA-NEA and the Unit Seven School Board relative to the establishment of a voluntary sick leave bank for bargaining unit member participation.

A committee of three (3) Association members and one (1) administrator shall establish the guidelines for the administration of the bank. Bargaining unit members' participation shall be on a voluntary basis. The guidelines shall be incorporated into Board policies and shall not be subject to the Professional Negotiations Agreement grievance procedures.

The parties further agree that the guidelines, once incorporated into Board policies, shall not be changed except by mutual agreement.

E. SICK LEAVE BUY BACK BENEFIT

The following provisions shall apply to bargaining unit members relative to the sick leave buy back benefit:

- 1) The dollar amount value for each accumulated sick leave day shall be determined by the number of years of continuous service.
- 2) The dollar amount per day shall be paid at the following rates:

<u>Years</u>	<u>Amount/day</u>
0-4	\$ -0-
5-9	10.00
10-13	15.00
14-17	20.00
18+	25.00

F. PERSONAL LEAVE

Each employee shall be entitled to two (2) full days or four (4) half days of personal leave per school year without loss of pay or benefits. No more than two (2) personal leave days may be taken consecutively without administrative approval.

G. PERSONAL LEAVE APPLICATION/USE

Except in emergencies, all requests for use of personal leave shall be submitted in writing to the Building Principal for approval at least five (5) school days prior to the date for which the leave is requested. Personal leave shall be for use to conduct business, which cannot be conducted outside school hours. An employee may be granted personal leave before or after a holiday.

H. PERSONAL LEAVE ACCUMULATION

Personal leave days shall accumulate to a maximum of four (4) days. Any unused or noncumulative personal leave days shall accumulate as sick leave days.

I. PERSONAL LEAVE ACCOUNTING

The Board shall provide each employee an accurate accounting of his/her personal leave no later than Sept. 1 the following year. "No more than two (2) personal leave days may be taken consecutively."

J. ASSOCIATION LEAVE

The Board shall grant the Association President or his designee (designee must have approval of the Superintendent) six (6) days of noncumulative leave per year without loss of pay or benefits. Leave shall not be taken in amounts in excess of two (2) consecutive days at a time. The Association shall reimburse the District for the cost of the substitute.

At the discretion of the Board of Education, additional leave days may be granted. The Association shall reimburse the District for the cost of the substitute.

K. LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted to employees who have rendered satisfactory service to the District for a period of at least two (2) years and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with the needs of the School District.

Leaves of absence without pay for not more than one (1)

year may be granted to employees according to the following conditions:

1. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board. The Superintendent may waive the three (3) month notice provision for good cause shown;
2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request; and
3. Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require Board approval nor three (3) months' notice.

Leaves may be granted for:

Military service; maternity, paternity, child care or adoption; and other reasons acceptable to the Board, which will benefit the District.

Employees on such leave may continue insurance benefits if they reimburse the District for any prorated costs of benefits for which they apply.

Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least one hundred twenty (120) days of the school year in which the leave was granted.

For purposes of this Article, seniority shall be consistent with the definition found at Article V. Periods of approved leave of absence shall not interrupt seniority.

L. PROFESSIONAL LEAVE

Support staff may be granted a maximum of two (2) professional leave days per contract year. Professional leave shall accumulate to a maximum of three (3) days. No more than two (2) professional leave days may be taken consecutively. Use of professional leave shall require both advance request by the employee and the advance approval of the Principal. Requests for use of professional leave must be submitted to the employee's Building Principal at least seven (7) days prior to the date of requested use. Use of professional leave shall be limited as follows:

1. Use of professional leave may be denied when, in its sole discretion, administration determines the intended

use of professional leave will not result in staff development or growth which will result in some benefit to the School District; and

2. Use of professional leave may be denied when, in the sole discretion of administration, the absence of the employee from his or her work assignment on a particular professional leave day will result in hardship to the School District.

M. PROFESSIONAL LEAVE EXPENSES

The employee may request reimbursement for expenses related to use of professional leave subject to the following:

1. Mileage (actual mileage or 200 miles whichever is less) at standard contractual rate or cost of fare, whichever is less;

2. Actual cost of meals to a maximum of Thirty and 00/100 Dollars (\$30.00) per day;

3. Actual cost of lodging at conference rate; and

4. 100% Reimbursement for conference registration upon administrative approval.

5. Requests for reimbursement must be made within ten (10) days of the close of the conference. A reimbursement voucher must be completed and all receipts must be attached to the voucher.

N. LUNCH AND BREAKS

Employee will be allowed one unpaid lunch break that will extend to no more than 30 minutes. Employee is also allowed 2 (two) 15 minute breaks. These breaks cannot be taken consecutively: one break is to be taken prior to the lunch break and the second after the lunch break. The two (2) 15 minute breaks are paid breaks. Neither break may be at the beginning or the end of a shift.

O. INSERVICE TRAINING

1. At least one in-service day per year will be granted to noncertified staff for professional development.

2. All Aides shall be paid for two in-service days at the beginning of the school year.

P. RESIGNATION

Employees will give two weeks' notice upon resignation.

Q. PRE-PAYMENT OF WORKSHOPS

Staff will have the option of requesting pre-payment by the District for workshop registration over \$25.00. All requests shall be in writing and all registration forms shall be completed by the staff member and submitted to the Unit Bookkeeper for proper payment. Failure to submit proof of attendance within ten (10) days of return will result in the deduction of the employee's wages in the amount of the registration fee.

ARTICLE VIII

A. POSTING OF VACANCIES

The employer shall post notice of all bargaining unit vacancies. Vacancy shall be defined as a position which the employer determines to fill on a full-time or part-time basis other than by substitution, which vacancy was created as a result of 1) resignation, 2) retirement, 3) dismissal for cause, 4) leave of absence with or without pay, or 5) a new position created by the employer, except that no vacancy shall exist as a result of the filling of a vacancy.

A copy of the notice, including qualification, salary range, person to whom application should be made and the deadline for application shall be placed in the school mailbox of the Association President as soon as possible after announcement of the vacancy. The notice shall be posted on employee bulletin boards for a minimum of five (5) calendar days before the vacancy is permanently filled.

An employee may submit his/her name in writing to be placed in a vacancy pool. If a vacancy posting occurs while an employee in the pool is on leave said employee shall be notified of the posting by certified mail. An employee may withdraw from the pool by providing written notice to the principal or superintendent.

During the posting period, District employees may apply for the vacancy by making application in writing as provided for in the posting. Any District employees making application for a vacancy in the category of position in which the employee has been at any time assigned by the District shall be granted an interview for the position upon making application pursuant to the above. Nothing herein shall prevent the temporary

assignment of personnel to fill vacancies during the posting period. During the summer vacation, the list of vacancies shall be mailed to the Association President and the Chief of the Grievance Committee.

B. TRANSFER; INVOLUNTARY

1. The employer shall subject an employee to an involuntary transfer under such circumstances as, in the opinion of the employer, the best interests of the District are served by the transfer. An employee subject to involuntary transfer shall have the opportunity for a formal conference with all the employee's immediate supervisors (pre-transfer supervisor and post-transfer supervisor). Upon request of the employee, the employee shall be entitled to know the reason for the transfer and such alternatives as the employer may have considered in making the transfer. If the employee is dissatisfied with the outcome of the conference with immediate supervisors, the employee may request a meeting with the Superintendent to discuss the transfer. If the employee is dissatisfied with the outcome of this meeting, the employee shall have the option of resigning without prejudice.

2. Support staff on "involuntary transfer" will have rights to a vacant position over an employee seeking voluntary transfer. They will not have rights over employees on layoff. An involuntarily transferred staff person shall remain in the pool for two (2) school years or until he/she signs a letter of authorization to have his/her name removed from the pool, whichever comes first.

ARTICLE IX

A. COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

B. MANAGEMENT RIGHTS

The Board reserves the responsibility for proper management of the District conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and the United States, including, but not limited to the responsibility for and the right:

1. to maintain executive management and administrative control of the District;
2. to hire all employees, direct their work, and subject to the provisions of the law, to determine their qualifications;
3. to establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; and
4. to delegate authority through recognized administrative channels for the development and organization of curriculum and instruction.

C. NO STRIKE

Neither the Association nor any employee, individually or collectively, shall engage in nor encourage any work stoppage, slowdown or any other concerted interruption in or concerted interference with the delivery of educational services during the term of this Agreement.

D. MODIFICATION OF AGREEMENT

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals and counterproposals with respect to any subject or matter not removed by law from the area of negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The terms and conditions of this Agreement may be modified by alteration, change, additions to, or deletions only through the voluntary mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.

E. INDIVIDUAL CONTRACTS

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

F. SAVINGS CLAUSE

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and

effect for the duration of the Agreement if not affected by the deleted article, section or clause.

G. SUBCONTRACTING

There shall be no sub-contracting out of bargaining unit work. Temporary ninety day, non-recurring sub-contracting may be utilized if ongoing efforts to recruit for particular positions are not successful, or in the event of an unusual emergency demand for services which cannot be met within current staffing. At no time shall such temporary measures be utilized to reduce bargaining unit positions.

H. DURATION

This Contract shall be in full force and effect beginning July 1, 2018, and shall continue in full force and effect until 11:59:59 p.m. on June 30, 2022.

**FOR THE BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 7**

President

Secretary

**FOR THE UNITY EDUCATION ASSOCIATION-
IEA/NEA**

President

Secretary

A. SALARY SCHEDULE

**APPENDIX I
SUPPORT STAFF
COMMUNITY UNIT SCHOOL DISTRICT #7
2018-2019**

**APPENDIX I
SUPPORT STAFF
COMMUNITY UNIT SCHOOL DISTRICT #7
2019-2020**

**APPENDIX I
SUPPORT STAFF
COMMUNITY UNIT SCHOOL DISTRICT #7
2020-2021**

**APPENDIX I
SUPPORT STAFF
COMMUNITY UNIT SCHOOL DISTRICT #7
2021-2022**

B. HEALTH INSURANCE

The Board shall pay one hundred percent (100%) of the monthly individual (single plan) health insurance premium for each employee who works twenty (20) or more hours per week. For employees who are employed for fewer than four (4) hours per work day or twenty (20) hours per work week, the Board shall not make any insurance contribution; and such employees shall not be eligible to participate in the group health insurance plan. An employee otherwise eligible to participate in the group plan who has been given assurance of reemployment may continue under the health insurance plan during a month(s) during which the employee is not actively employed.

C. FAMILY AND DEPENDENT COVERAGE

Subject to the eligibility rules of the insurance carrier, an employee may elect spousal, dependent, or family health, dental and/or vision insurance coverage under the School District's group plan by paying the difference in premium. The premiums must be paid within thirty (30) days or the Employer can terminate employee from the plan(s) immediately. The employee will receive notice after 10 days by certified mail that they will lose coverage if payment is not received by the 15th of the month.

D. INSURANCE AFTER RETIREMENT

With the express written consent of the insurance carrier(s), employees who have retired may continue to participate in the Board's group insurance program at their own expense, provided all premiums shall be transmitted to the Business Office of the Board in advance. The Board shall not be obligated hereunder to advance premiums for any retired employee in order to continue coverage upon the failure of any person to make timely payment. All Board obligations, employee eligibility and all aspects of this clause shall end when an ex-employee becomes eligible for Medicare.

E. ANNUITY OPTION

An employee who elects not to participate in the School District's group health insurance program may elect to apply an amount not to exceed One Hundred Thirty Dollars (\$130.00) per month or the amount of the monthly

individual plan health insurance premium, whichever is less, to a tax-sheltered annuity of the employee's choice.

F. DENTAL INSURANCE

The Board shall make available a dental insurance plan to the bargaining unit members. Bargaining unit members may participate in the plan at their own expense through payroll deduction. Administrative costs of the plan shall be borne by the participants in the plan.

G. CAFETERIA PLAN

The Board agrees to sponsor a Cafeteria Plan under Section 125 of the Internal Revenue Code, as amended. The Plan shall be mutually agreed upon by the Board and the Association. Administrative costs of the Plan shall be borne by the participants in the Plan. The medical reimbursement maximum shall be at the federal limit.

H. VACATIONS

Paid vacation time shall be available to support staff who work four (4) or more hours per day, consistent with the following schedule and subject to the following conditions:

Eleven (11) and twelve (12) month support staff:

After one (1) complete year and through five (5) years:

Ten (10) days

After six (6) complete years and thereafter:

Sixteen (16) days

Ten (10) month support staff:

After one (1) complete year and through five (5) years:

Eight (8) days

After six (6) complete years and thereafter:

Eleven (11) days

Nine (9) month support staff:

After one (1) complete year and through five (5) years:

Seven (7) days

After six (6) complete years and thereafter:

Ten (10) days

Vacation pay for part-time employees who work four (4) or more hours per day shall be prorata. Pay shall be at the employee's straight time hourly rate times the number of

hours in the employee's routine and regular work day, exclusive of overtime.

I. VACATION TIME SCHEDULING

Vacation time scheduling shall be subject to the approval of administration. Requests for vacation time shall be made at least fifteen (15) days in advance of requested usage for more than two (2) days of vacation usage at any given time and at least five (5) days in advance of requested usage for use of two (2) days or less at any given time.

Beginning with employees hired on or after July 1, 1997, complete year shall be measured from the employee's hire date. Vacation days shall not accumulate and shall be lost if not used in the year in which they are earned. Unused vacation days attributable to the current year shall be paid on termination of employment, provided, if the termination was initiated by the employee, at least two (2) weeks of advance written notice was given, or if the termination was attributable to the employer, the termination was honorable. Vacation days must be used within the same fiscal years in which they were accrued.

J. HOLIDAYS

Support staff who work four (4) or more hours per day shall be provided the following paid holidays if the holiday falls within the employee's term of employment and if the holiday is observed as a school holiday. Pay for part-time employees who work four (4) or more hours per day shall be prorata. Pay shall be at the employee's straight time hourly rate times the number of hours in the employee's routine and regular work day, exclusive of overtime:

New Year's Day;

Day after New Year's Day (only if such day falls on a week day);

Martin Luther King's Birthday;

Casmir Pulaski's Birthday; (observed the Thursday before Good Friday)—to begin 2019-2020

Lincoln's Birthday; (observed on President's Day)

Good Friday;

Memorial Day;

Independence Day;

Labor Day;

Columbus Day;
 Veterans' Day; (observed the day before Thanksgiving)
 Thanksgiving Day;
 Day after Thanksgiving Day;
 Christmas Eve: one half day (only if such day falls on a week day)
 New Year's Eve: one half day (only if such day falls on a week day)
 Christmas Day
 New Year's Day

on:	Eve will get off:	Holiday Pay: will get off:	Holiday Pay: will get off:
Sunday		Mon. (1)	
Monday		Mon. (1)	Tues. (1)
Tuesday	Mon. (.5)	Tues. (1)	Wed. (1)
Wednesday	Tues. (.5)	Wed. (1)	Thur. (1)
Thursday	Wed. (.5)	Thur. (1)	Fri. (1)
Friday	Thur. (.5)	Fri. (1)	
Saturday	Thur. (.5)	Fri. (1)	

Support staff may be required to work on holidays. An employee required to work on a holiday shall be paid at the rate of 1.5 times the employee's hourly rate.

K. SNOW DAYS

On days when school is cancelled for students because of an emergency or snow day, all support staff employees except custodians and maintenance workers have the option of coming into work and receiving their normal hourly rate, or using a paid vacation day or personal day. If such employees do not feel that they will be able to come to work on that day and do not wish to use a vacation day or personal day, they can opt to stay at home without pay. Those employees exercising this option shall be able to make up their salary by working on the missing day of student attendance when that day is added to the calendar.

Custodial and maintenance support staff that are required to work on such days shall be notified by an administrator, and upon report and performance, the employee shall be paid the regular straight time rate (no additional pay). Failure to report for work consistent with such notification shall result in loss of pay for that day."

L. TUITION REIMBURSEMENT

Support staff employees may apply for a tuition reimbursement grant. No more than ten percent (10%) of the support staff employees shall be entitled to receive a tuition reimbursement grant in any fiscal year, July 1 to June 30. When ten percent (10%) of the support staff has applied for grants and when employees equal in number to ten percent (10%) or more of the support staff total have received the Superintendent's approval for same pursuant to 3. below, no more applications shall be accepted and no more grants shall be approved. No individual tuition reimbursement grant shall exceed One Hundred and 00/100 Dollars (\$100.00) or the actual amount of tuition, whichever is the lesser. To receive such grant, the employee shall:

1. Apply in writing to the Superintendent not later than seven (7) days prior to the date of enrollment in the course for which the tuition grant is sought. Such application shall include an estimate of tuition cost;
2. Demonstrate how the course will improve the employee's job skills in his or her current assignment or how the course will otherwise benefit the School District; and
3. Approval, which shall be in writing and at the sole and exclusive discretion of the Superintendent, must be obtained before the remainder of the conditions herein is met.

To obtain reimbursement after the prior approval of the Superintendent is obtained, the employee must:

1. Demonstrate enrollment in the course;
2. Demonstrate successful completion of the course; and
3. Provide a voucher showing the amount of tuition paid by the employee.

If the above conditions are met, an employee approved for a tuition reimbursement grant shall receive such grant in an amount not to exceed One Hundred and 00/100 Dollars (\$100.00) or the actual amount of tuition, whichever is the lesser.

M. MILITARY DUTY

Any employee who is a member of the National Guard or Reserve shall suffer no loss in salary, employee benefits or seniority in the event the employee is called to active status by specific order of the Governor of the State of Illinois or the President of the United States.

N. PAYCHECKS

If a regular pay period during the school term falls on a day when school is not in session, employees shall receive their paychecks on the last day of school before the vacation. During summer vacation, paychecks shall be mailed on the regular pay date to the address designated by the employee. Pay will be in twenty-four (24) equalized installments based on hourly rates (exclusive of overtime).

O. PAYCHECK DELIVERY

Employees hired prior to July 2011 shall have the option of:

1. direct bank deposit of their paychecks; or
2. direct credit union deposit of their paychecks; or
3. direct delivery of their paychecks at school.

*Any employee hired after July 2011, must provide necessary banking information as direct deposit is the only option.

**E-mail Direct Deposit Vouchers

All information (paycheck stubs and W-2 forms) will be sent to the employee's work email address, @unity.k12.il.us. If a written request is sent to the central office, the employee can receive a hard copy of their paycheck and W-2 form.

P. MILEAGE

Mileage for authorized travel shall be reimbursed at the IRS rate.

Q. ORANGE BOOK

Upon the execution of this Agreement, the "ORANGE Book" shall become null and void.

R. RETIREMENT BENEFIT

Upon retirement from Unit Seven Schools, and provided that an employee has fifteen (15) years of service to Unit 7,

and provided the employee gives written notification to the Superintendent by May 1 of the year prior to which the employee intends to retire, the sum of fifteen hundred dollars (\$2500.00) shall be added to the retiring employee's salary as a final year pay adjustment.

Prior to May 1st of the retiring year, the employee must notify the Central Office in writing as to what they want to do with any unused sick days. They have the option of turning them into IMRF or returning them to the district for sick leave buy-Back at the rate stated in the contract.

Compensation for sick leave buy back, at the time of retirement, can be made in the following manner:

1. transfer up to 240 days to IMRF with the remaining days to be reimbursed in a one-time payment by the district
2. take all sick leave in one-time payment 31 days after the last paycheck is received. Certified section Article XX Letter F.

Illinois state law requires an employee to participate in IMRF if they work in a position that qualifies for IMRF. All school districts are under an annual hourly standard of 600 hours. As a member of IMRF, the Board of Education pays 4.50% of your salary towards a regular plan pension.

S. HEAD COOK SUBSTITUTE

Any food service employee who assumes the role of head cook shall after ten consecutive work days receive head cook pay at a step equivalent to that of the employee assuming the role.

T. NOON RECESS/CAFETERIA COVERAGE

The board will make every reasonable effort to hire people to provide noon recess/cafeteria coverage. If that can't be done the Board of Education will pay staff for these duties at the rate of \$20.00 per hour, in 15-minute increments of \$5 each.

U. TECHNOLOGY COORDINATOR

1. The Technology Coordinator shall be a twelve- (12-) month employee.

2. Basic salary, at a minimum, shall be \$40,000 per year, subject of course to future collective bargaining agreements.

3. During the school term (not summer), and excluding institute and in-service days, the Technology Coordinator shall not be required to work on days when students are not present, e.g., snow days.

4. Vacation allotment will be pro-rated on an earn-as-you-go basis for the first year of employment as follows: 4.5 days upon hire and 0.5 days per month for the following eleven (11) months, for a total of ten (10) days. Requests for vacation time shall be made fifteen (15) days in advance.

5. The Board of Education shall reimburse the Technology Coordinator who successfully completes course or courses on instruction at an accredited educational institution in an amount not to exceed that needed to complete two (2) graduate or undergraduate units (eight semester hours) per year, which in the sole and exclusive discretion of the Board of Education would benefit Unit 7. All course requests shall be received by the Board of Education in writing at least fifteen (15) days in advance of a Board meeting at which approval is requested and this meeting shall be in advance of the starting date for the requested course. Reimbursement shall be for tuition, and specific course related fees, and shall not include such costs as textbooks, student medical/health insurance fee costs, parking fees, and/or any activity fees or other student specific fees. To receive tuition reimbursement in a course that meets all of the preapproval requirements and which has been approved by the Board of Education, the Technology Coordinator must receive a B- (or pass or equivalent in a class that does not assign letter grades), in the approved course and shall submit a copy of the grade card or copy of an official transcript, which indicates such. Approved reimbursement shall occur, after the fact, through the District's regular bill payment schedule. If all necessary verifications are received by the fifth (5th) day of the month, the payment for approved course tuition expenses shall be received by the end of the same month.

Reimbursement must occur in the same fiscal year in which the class was completed.

V. Nurses

1. All nurses shall be 9 month employees.
2. All nurses shall have as a minimum an Associate's Degree and a valid Registered Nurse Certificate.
3. Nurses' hourly pay: 2018-2019: \$31.25/hr.
2019-2020: \$32.43/hr.
2020-2021: \$33.65/hr.
2020-2022: \$34.92/hr.
4. Leave accounting (sick, personal, vacation) will be the same as support staff.

LETTERS OF INTENT

NEEDS ASSESSMENT MEETING

Periodic needs assessment meetings shall occur at least quarterly between the Maintenance Director and the District custodians.

MEMORANDUM OF AGREEMENT

TECHNOLOGY TECHNICIAN

The parties acknowledge that the Certified Staff Agreement provision Article IX, Section D, reimbursement for courses, shall apply to the Education Technology Technician.

NOTES