

2015-2018

**COLLECTIVE BARGAINING AGREEMENT**

Community Consolidated Schools  
Board of Education  
District 168

AND

**Sauk Village Classified Union, IEA-NEA**

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## ARTICLE I

### RECOGNITION

- A.) The Board of Education, hereinafter referred to as the "Board", recognizes the Sauk Village Classified Union, hereinafter referred to as the "Union", as the sole and exclusive negotiating agent for all regularly-employed full and part time education support professionals employed on a regular and continuous basis. All managerial and confidential personnel, as defined in the Illinois Educational Labor Relations Act, as well as all temporary certificated employees, or supervisory personnel having the authority to hire, discharge or discipline other employees, or having the responsibility to make recommendations thereon including the Supervisor of Building and Ground, Secretary to the Superintendent, Secretary to the Director of Instructional Services, Business Associate and Technology Specialist will be excluded.
- B.) The Board agrees not to negotiate with any employee organization other than the Union for the duration of this Agreement; further, the Board agrees not to negotiate with any employee individually during the duration of this Agreement on matters subject to negotiation.

## ARTICLE II

### CITIZENSHIP

- A.) The Board recognizes that United States citizens have the right to be active politically. Political rights shall include registering and voting, participating in party organizations, discussing political issues publicly, campaigning for candidates, and contributing to campaigns. However, no employee shall disrupt School District activities in the exercise of these rights.
- B.) The employee shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities. However, no employee shall disrupt School District activities in the exercise of these rights.

## ARTICLE III

### PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A.) For the purposes of this Article only, the following terms shall have the following meanings:

**Vacancy**—A new or unfilled bargaining unit position which cannot be filled by an honorably-dismissed employee who has recall rights.

**Assignment**—The building(s) and position(s) or department placement of an employee.

**Transfer**— A change in the building(s) and position and/or department placement of an employee, which is made known to them, in writing, 10 business days before the move is to take place unless there are extenuating circumstances.

B.) **Assignment and Vacancies**

- 1.) The Administration shall post notice of vacancies of all positions as they become available by providing the Union President with electronic and paper copies of such notices within four (4) working days and posting notices on all employee bulletin boards.

The Association President will be provided with a listing of all members performing extra-curricular activities. This list will include the position, pay rate, and hours for said position. This list will be posted in each school building.

- 2.) An employee requesting consideration for any posted position shall file such request, in writing, as a letter of interest with the Superintendent or designee within the prescribed timelines of the posting.
- 3.) All employees (in less than twelve (12)-month positions) shall be informed in writing of their building assignments for the following year at least fifteen (15) calendar days prior to their start day. For grant positions, the assignment will be made as soon as possible. The language shall not preclude the School District from transferring an employee, if necessary, less than fifteen (15) days prior to their start date.
- 4.) If a recommendation for transfer is being made to the Board of Education, the employee will be notified, in writing, a minimum of two (2) working days prior to the relevant Board of Education meeting.

- C.) **Substitute Teaching**—Bargaining Unit Members who hold a Type 39 substitute certificate may be required to fill in for an absent teacher. Should the Bargaining Unit Member be reassigned for any portion of the workday, they will be compensated at their regular salary plus an additional \$20.00 per day.

D.) **Probationary and Continuing Employees**

A new employee shall be deemed a "probationary" employee. The probationary period shall begin on the first day of employment and end sixty (60) workdays thereafter. Having completed the probationary period, such an employee shall be considered a regular employee. A regular employee may resign or be laid off only in accordance with the provisions of this Agreement.

Starting with the 2016-2017 school year, all newly hired employees will be evaluated in writing within the first sixty (60) workdays of employment. Each new employee will be provided with a copy of their current job description and a copy of the evaluation tool to be used. This evaluation must be completed prior to any recommendation for termination.

E.) **Resignation**

- 1.) An employee who is resigning shall give at least a two (2) weeks' written notice of same.
- 2.) If the employee resigns by following the provisions of this Agreement, he/she shall be paid for accrued vacation, if any, at his/her normal daily rate of pay.

F.) The Board's decision as to assignments, transfers, and promotions shall be final.

**ARTICLE IV**

**EVALUATION**

A.) **Evaluation**

- 1.) The primary purpose of employee evaluations shall be to evaluate the employee's performance of his or her job skills during the evaluation period. All evaluations shall be conducted in good faith to this end and in accordance with the provisions of this Agreement. Evaluations will be based on the current job descriptions.
- 2.) Each employee shall be formally evaluated in writing by his or her immediate supervisor at least twice in the first year of employment including once during the probationary period and the supervisor shall endeavor to evaluate at least once per year thereafter. All formal written or electronic evaluations shall indicate employee strengths and weaknesses. If weaknesses are noted, specific suggestions for improvement shall be provided. The immediate supervisor of an employee shall be responsible for evaluation of all employees assigned to them; however the Superintendent has a right to assign this function to some other Administrator, including him/herself, with notification to the employee as to this assignment prior to the evaluation.

All nine (9)-month employees will be evaluated no later than March 30 of each school year. All other employees will be evaluated annually. If an employee receives an "excellent" rating then they will be on an at least bi-annual schedule.

- B.) **Conference**—Following the completion of a formal evaluation, the immediate supervisor shall arrange a conference with the employee within five (5) working days of completion and during the employee's workday to discuss the evaluation. The employee shall be provided a written or electronic copy of the evaluation one (1) working day prior to the conference.
- C.) **Comments**—The employee shall have the right to attach written comments to his or her evaluation and such comments will be attached to the evaluation and placed in the personnel file.
- D.) **Evaluation Committee**—An Ad-Hoc committee comprised of equal numbers of SVCU members and Administrators will meet as needed to review job descriptions and the evaluation tool. Either the Union or the District may request the meeting. The members of the committee will be provided with copies of the evaluation instrument and current

job descriptions at the time the committee meets. Input will be solicited from employees who perform said jobs. The committee will work collaboratively to determine recommended changes.

## **ARTICLE V**

### **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Employees shall have the right to organize or not to organize, join or not to join, and assist or not assist the Union, to participate or not to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other activities not prohibited by law, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and the education program.

- A.) The Board of Education and Administration shall not discourage employees from membership in SVCU.
- B.) Nothing contained herein shall be construed to deny any employee, the Union, or the Board rights granted under the School Code of the State of Illinois, or under other applicable law and regulations.
- C.) The views of employees or those of employee organizations and the views of Administration, Board Members, or the School Board on matters relating to supervisor-employee or Board-employee relationships shall not be discussed in the presence of students, parents, or other employees unrelated to the issue at hand.

## **ARTICLE VI**

### **BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES**

The Board retains and reserves the ultimate responsibility for proper management of School District 168 as conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibility for and the right:

- A.) To maintain executive management and Administrative control of the School District and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B.) To hire all employees and, subject to the provision of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
- C.) To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of employees.
- D.) The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

- E.) The Board acknowledges that no retaliation for participation in Union activities is allowed by the District administration or the Board.
- F.) Upon request by either party, the Superintendent and/or designee(s) will meet with the Association Executive Committee to discuss issues affecting support staff, students, and buildings and grounds. Said request to the Superintendent will only be considered after the issue has been addressed with appropriate building administration, if applicable.

## ARTICLE VII

### UNION RIGHTS AND RESPONSIBILITIES

- A.) The Board shall not issue individual employee contracts or employment agreements during negotiations, mediation, or fact-finding or before agreement has been reached between the Board and Union. All new employee contracts shall be in agreement with the terms of the negotiated settlement.
- B.) Upon written request received by the Superintendent at least seven (7) working days prior to the meeting, the Union shall have placed on Board meeting agendas topics it wishes to address to the Board.
- C.) The President of the Union or their designee shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at least twenty-four (24) hours prior to the scheduled time of such meeting.
- D.) The Union shall be permitted the use of District Facilities for the purpose of holding meetings provided that, when special custodial services are required, the Board may charge the Union for such services and provided further, that such meeting in no way interferes with any aspect of the instructional program or in-service training program. The Union shall notify the appropriate Administrator.
- E.) Union announcements shall be made at the times regularly scheduled for announcements in each building and may also be placed in the daily school bulletin.
- F.) The Union may request the use of District equipment, including computers, printers, typewriter, telephones, copying machines, and audio visual equipment, and the Board will furnish such equipment, at no cost to the Board, to the extent it is available and not otherwise needed in the educational program.

The Union may use the District mailboxes for the dissemination of information and communications to its members. Neither temporary nor permanent decals, organizational logos, nor other insignia may be attached by any bargaining unit member to any school District property, except bulletin boards in the employee workrooms.

- G.) Two (2) copies of all Board minutes shall be emailed or placed in the mailbox of the President of the Union upon their approval by the Board of Education.
- H.) The Board shall provide the Union with a copy of the agenda and minutes of all Board meetings and shall, in response to reasonable written requests to the Superintendent,

furnish any information which may be necessary for the Union to process any grievance or complaint. The Board shall also furnish annual financial reports and audits, a register of classified personnel, tentative budgetary requirements and allocations, treasurer's reports, census and pupil membership data, and all other information which will assist the Union in developing intelligent, accurate, informed, and constructive programs on behalf of the employees and their pupils. In addition, the Union President shall be provided with a copy of all changes to current Board Policies.

- I.) One member of the District's Calendar Committee shall be designated by the Union.
- J.) To the extent the employee provides this information to the District, names, personal email, cell phone numbers and addresses of newly-hired classified employees shall be provided to the Union within twenty-one (21) calendar days of the beginning of each school term and within ten (10) calendar days for new hires during the regular school year. Lists of resignations, retirements, and dismissals will be provided within ten (10) days of notification.
- K.) In the event that the Union desires to send representatives to local, state, or national conferences or other pertinent business they shall be excused without loss of pay or benefits, upon approval of the SVCU Executive Board and the Superintendent, up to a maximum of eight (8) days per academic year in total. No single representative shall be eligible to take more than four (4) days per academic year. The president or designee with the approval of the Superintendent may use an additional two (2) days.
- L.) The Building Principal shall permit Union building representatives and/or officers to leave the building during his/her lunch period for duties attendant to Union responsibilities.
- M.) Seniority is the length of the employee's continuous service starting with the first day on which duties are performed in the District. When two (2) or more employees in the same position have the same length of seniority based upon the first day of duties performed for the District, the employee with the longest length of time in the position shall be the senior employee. Should the need for a tiebreaker still exist, a lottery will be used to determine seniority when all other previous factors have been considered to be equal. Affected employees may exercise the option to be present during the lottery selection process. Seniority credit shall be computed on the basis of the number of months of seniority that an employee accrues according to the following criteria:
  - a.) Seniority is lost upon the following:
    - Resignation
    - Dismissal
    - Retirement
  - b.) Seniority is retained but shall not accrue during the following:
    - Unpaid Leave of Absence
    - Layoff
    - Temporary Disability
    - Temporary Disability (IMRF) After Exhaustion of Sick Leave
    - Family Medical Leave
  - c.) Seniority continues to accrue during the following:



Paid leave of absence  
Maternity Leave of six (6) weeks

- d.) By February 15 each year, the Board shall publish a seniority list which is prepared according to the provisions of law and this Agreement and a copy forwarded to the Union President.
- e.) Service in a part-time capacity shall be pro-rated in calculating seniority (i.e. a nine (9)-month employee working exactly fifty percent (50%) of a full-time employee's hours will receive .5 years towards seniority.

N.) **Reduction-In-Force**

All reductions in force shall be in accordance with Illinois School Code section 5/10-23.5.

**ARTICLE VIII**

**EMPLOYEE DISCIPLINE**

- A.) No employee shall be disciplined, reprimanded, suspended, reduced in rank, or docked, without cause. Only discipline resulting in discharge during the school term for cause or suspension without pay of more than five (5) working days pursuant to the Sauk Village policy on suspension without pay shall be subject to the arbitration provisions of the grievance procedure.
- B.) The Board, the Superintendent or her/his designee (administrator), may progressively discipline an employee through oral reprimands, written reprimands, suspensions with or without pay, reductions in rank, docking, or a change in assignment.
- C.) The Board recognizes the use of progressive discipline where appropriate provided that nothing in this Section shall require the Board or the Superintendent, or her/his designee, to exhaust any or all of the foregoing disciplinary actions when the action(s) of an employee necessitates immediate disciplinary action, or where the Board or the Superintendent, or her/his designee determines that progressive discipline is not warranted.
- D.) An employee may have a representative of the Association present at any meeting which could result in disciplinary action. The employee will be provided sufficient time to acquire a representative. The right to a representative shall not apply to evaluation conferences or informal, impromptu discussions regarding employee performance.

Any employee charged with misconduct, neglect, or violation, which may lead to his/ her discipline suspension, demotion, or discharge shall have the right to be represented by the Union in any meeting conducted by the Board or Administration with such employee regarding such charge. Prior to scheduling any such meeting or hearing, the employee will be given written notice of the nature of the charge and informed of their right to be represented by the Union at such meeting not less than forty eight (48) hours when practical. Should less than forty-eight (48) hour notice be impractical, the employee shall be verbally notified by Administration of the reason for the meeting. However, nothing herein shall be construed to permit the employee to refuse to attend the subject meeting. Every attempt will be made to schedule the meeting at the time when all identified parties

are available; however, the request to have a specific Association representative present at the meeting shall not delay the process.

- E.) When any employee is required to appear before the Board, a Board committee, or Board member concerning any matter which could adversely affect the continuation of that employee in their position of employment or their salary or any increments pertaining thereto, the employee and Union President shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise and represent the member during such meetings or interviews. Reasonable prior written notice is understood to mean not less than three (3) workdays, except in case of emergency or where special circumstances exist necessitating less than three (3) workdays notice.
- F.) However, nothing herein shall be construed to permit the employees to refuse to attend said required appearance before the Board or Board committee.
- G.) The Board acknowledges that no retaliation for participation in Union activities is allowed by the District Administration or the Board.

## ARTICLE IX

### PERSONNEL FILES

- A.) Each employee shall have the right, upon request, to review the contents of their own personnel file. A representative and President of the Union may, at the employee's request, accompany the employee in their review. In such case, a Board designee may also be present. A copy of the contents of said file will be made available to the employee.
- B.) An employee will be notified of any item to be placed in their file affecting their working status in a negative manner. The employee will be expected to acknowledge in writing at the time of notification. Nothing of a negative nature shall be placed in the file prior to a meeting between the employee, Superintendent and a Union Representative, unless the employee waives the right to the meeting. Should the employee refuse to acknowledge notification, the item will be placed in the file with a statement to that effect.
- C.) An employee shall have the right to attach dissenting material to any item in their file.
- D.) Each employee shall be provided with a copy of the District's Employee Handbook. The Handbook will also be available electronically. A current copy of their job description will be provided at the beginning of each school year. It will be the employee's responsibility to become familiar with the Handbook, their job description and the Board policies relating to non-discrimination and sexual harassment. Changes to the handbook will be distributed to all employees.
- E.) Employees will be notified in writing within twenty-four (24) hours of any request to view an employee's personnel file under the Freedom of Information Act. This notice will contain the individual's name, address and reason for the request. The District shall not disclose any documents considered exempt under the Act.

## ARTICLE X

### EMPLOYEE PROTECTION

- A.) No deduction shall be made in the salary or any accumulated leave days of an employee in connection with any event mentioned in this Article. However, nothing in this Article shall preclude the School District from taking any disciplinary action against an employee as appropriate.
- B.) The Board's attorney, when authorized by the Superintendent, shall inform the employee of his legal rights and the Board's attorney, when authorized by the Superintendent, shall assist the employee in all court appearances, except in cases where there is an apparent conflict of interest between the interests of the employee and the interests of the Board.
- C.) A written statement of the policy governing the use of discipline of pupils shall be distributed to all employees no later than the first week of each school term.
- D.) The Board shall indemnify and protect the employee against any loss, damage, or destruction of personal belongings brought onto school property, which is attributable to the actions of a student or parent. Employees shall report all loss or damage to personal belongings in writing within twenty-four (24) hours of knowledge as to the loss to the Building Principal or immediate supervisor. Employees bringing individual items worth up to one hundred twenty five dollars (\$125.00) into buildings will be reimbursed for up to this amount upon proper proof.

Those maintenance and technology employees who bring personal tools or equipment to be used on District equipment or buildings will be reimbursed at one hundred percent (100%) for any damage to said tools outside of employee neglect or abuse, or normal wear and tear up to a maximum of one hundred twenty-five dollars (\$125.00) per item upon proof of damage to that item.

Employees' motor vehicles shall be excluded from this Clause.

- E.) Each building shall designate an SVCU member to the Standing Advisory Discipline Committee. This committee will be comprised of teachers, educational support personnel, and the Building Principal. This Advisory Committee shall be charged with the review and possible revision of discipline guidelines provided in the building Discipline Handbook, said review and/or revision to be conducted annually.
- F.) Assault/Battery/Threats
  - 1.) Any case of assault and/or battery upon an employee while in the course of employment shall be promptly reported to the Administration. An employee may file report/charges with the appropriate local law enforcement agency; District 168 will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement.
  - 2.) In the event that a student makes any threat, verbal or written, of physical injury against an employee, the Administration will meet with the employee reporting the threat. The employee and any witnesses shall complete an incident report. The

targeted employee will be notified in writing of said threat. An employee may file report/charges with the appropriate local law enforcement agency. District 168 will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement.

- 3.) The Board's attorney, when authorized by the Superintendent, shall inform the employee of his/her legal rights and the Boards attorney shall assist the employee in all court appearances, except in cases where there is an apparent conflict of interest between the interests of the employee and the interests of the Board.
- 4.) Employees will be notified by their Building Administrator in the event of a threat upon them is made; whether it be verbal, written, or graphic.

## ARTICLE XI

### HOURS AND ASSIGNMENTS

#### A.) Work Hours

Unless otherwise designated, the following work hours shall apply:

Teacher Assistants	6.5 hour/day, 15 minutes before student day begins and 5 minutes after student day ends. This includes a 30 minute duty free lunch.
Nurses	6.5 hour/day with 30 minute duty free lunch.
Library Clerks/Health Clerks	6.5 hour/day with 30 minute duty free lunch
Office Clerks	8.0 Hour day with 30 minute duty free lunch.
Maintenance/Custodial	8.0 Hour day with 30 minute duty free lunch.
Secretaries	8.0 Hour day with 30 minute duty free lunch.
Technology Assistants	8.0 Hour day with 30 minute duty free lunch.
Bus Driver	8.0 Hour day with 30 minute duty free lunch.
Business Assistants/Personnel Secretary	8.0 Hour day with 30 minute duty free lunch.

Electronic Hardware Network Specialist	8.0 Hour day with 30 minute duty free lunch.
Parent Educators(Includes Bilingual)	6.5 Hour day with 30 minute included lunch.

The Library Clerks, Health Clerks, and Nurses will work the five days in the two weeks prior to the return of teachers and five (5) days after school ends to close down. Assignments for these days will be made by the building principal.

B.) The Union and the Board recognize the need for having a limited number of staff meetings.

- 1.) **Building faculty meetings**—Attendance will be at the direction of the Principal or immediate supervisor.
- 2.) **District meetings**—Attendance will be at the direction of the Principal or immediate supervisor.

**Curriculum Meetings (with teachers assistants and paraprofessionals)** Teacher assistants and paraprofessionals will be required to attend no more than one curriculum meeting per month at the discretion of the principal. Hardship regarding attendance at these meetings will be determined on a case by case basis at the discretion of the principal.

- 3.) **Curriculum Meetings (with teachers assistants and paraprofessionals)**- Attendance at these meetings will be dependent on the relevance of the topic to be discussed. Hardship regarding attendance at these meetings will be determined on a case by case basis at the discretion of the principal.
- 4.) **Parent Teacher Conference Days**—Attendance by paraprofessionals will be at the direction of the Principal or immediate supervisor.

C.) **Open House**—Students and employees are to be dismissed after attending the minimum number of hours required by the state to make up a legal school day. Employee attendance at open house is required unless otherwise directed by the building principal or his/her designee. If an employee is required to attend the open house, he/she shall be compensated at their regular rate of pay if they are not released early on the same day. This does not apply to custodial or maintenance staff.

D.) **Regular or internal substitutes** are to be provided for all regular and special employees who are absent and have assigned classroom duties. However, before using internal substitutes, the Administration shall attempt to obtain regular substitutes. Grant funded programs will determine their substitute needs.

E.) **On Call Duty**—Should a custodial or maintenance employee be required to be "on call" there will be a system created to provide a reasonable schedule. All "on call" duty will be paid at a minimum of two (2) hours overtime, for any trip to the District after or before work hours. "On Call" will be done on a weekly rotation basis and cell phones will be

provided by the District. Only those employees within a 15 miles radius of the District will be required to provide "on call" duty.

- F.) If any emergency days are included in the school calendar for such term, any such days or any portion thereof are not used for emergencies, they shall not become employee workdays.
- G.) On early release days prior to a holiday or holiday break, all classroom employees, parent educators, and nursing employees will be released 10 minutes after student dismissal and all office personnel 30 minutes after student dismissal time.

Custodial, Maintenance and Technology employees will be released from duties one hour early before the Winter break begins.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

#### **A.) Definitions**

- 1.) A grievance is any claim by an employee, group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- 2.) All time limits consist of school attendance days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all working days in order that the matter may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean employee workdays.
- 3.) The Union, the Union representative, and President have the right to participate in the processing of any grievance and represent the grievant at any and all levels. Nothing contained herein shall be construed as limiting the right of an employee to process his/her own grievance, provided the Union has been notified, the Union representative has been allowed to be present at all steps beyond the informal level, and the adjustment is not inconsistent with the terms of this Agreement.
- 4.) To make the grievance procedure work, Administration and the union have to approach it with the attitude that it serves the mutual interests of the District, the employees, and the union. An effective grievance procedure helps management discover and correct problems in procedures before they cause serious trouble. It provides a vehicle through which employees and the union can communicate their concerns to District Administration.

## B.) Procedure

### Informal Conference

- 1.) The parties hereto acknowledge that it is usually most desirable for an employee and their immediately involved supervisor to resolve problems through free and informal communication.
- 2.) In the event the matter is resolved informally and a Union representative was not present at the adjustment of the grievance, the supervisor or Administrator resolving the grievance shall inform the President of the Union or their designee of the adjustment. Should the matter not be resolved to the grievant's satisfaction, the following procedure may then be utilized.

### Formal Procedure

- 1.) **Supervisor Level**—The employee or the Union shall present their grievance in writing within twenty (20) working days of the occurrence giving rise to the grievance, or within twenty (20) working days from when the employee or Union knows or should have known of the occurrence giving rise to the grievance, to the supervisor immediately involved who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Supervisor shall render a decision in writing within five (5) working days.
- 2.) **Superintendent Level**—Within five (5) working days after the supervisor renders their written decision, an appeal may be taken by the grievant (employee or Union) to the Superintendent. The Superintendent or his/her designee shall meet and confer with the grievant and his/her representative, if any, within five (5) working days of receipt of such appeal with a view towards adjusting the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) workdays thereafter the Superintendent or his/her designee shall render his written decision to the grievant and Union representative.
- 3.) **Board Level**. Within five (5) working days after the supervisor renders his/her decision, an appeal may be taken by the grievant (employee or Association) to the School Board. The Board shall hear the grievance no sooner than ten (10) working days or the next regularly scheduled Board meeting that is a minimum of 10 working days after the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) workdays thereafter the Board shall render their decision to the grievant and Association representative.
- 4.) **Arbitration**—If the decision of Step 3 is not satisfactory to the Union, there shall be available a fourth and final step of impartial and binding arbitration. If Step 4 is to be used, the grievant must, within thirty (30) calendar days after either receiving the Superintendent's decision or the lapse of time within which the Superintendent must render a decision if no decision is so rendered, submit a written demand for arbitration to the American Arbitration Association which shall conduct the selection

of the arbitrator and proceedings according to the voluntary labor arbitration rules of the American Arbitration Association. The arbitrator shall be without power or authority to make any decision, which is contrary to, inconsistent with, or which modifies or varies the terms of this Agreement; or which limits or interferes with the Board's duties, powers, or responsibilities under applicable law. The sole power of the arbitrator shall be to determine if the terms of this Agreement have been violated, misinterpreted, or misapplied. The decision and/or award of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be binding upon the parties. The arbitrator is empowered to include in any award such financial reimbursement or other remedies he deems proper. Payment for the arbitrator's services and expenses, which are common to both parties at arbitration, shall be borne equally by the Board and the Union, including the cost of the transcript if both parties desire same.

C.) **General Provisions**

- 1.) The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level.
- 2.) The Board, the Administration, and the Union shall cooperate with each other in their investigation of any grievance. This cooperation will include two way conversations concerning the grievance and possible solutions.
- 3.) No reprisals of any kind shall be taken by the Board or the Union against the employee because of his participation or lack of participation in a grievance.
- 4.) All documents, communications, and records dealing with the formal processing of a written grievance shall be filed separately from the personnel files of the grievant. The contents of said grievance file shall be open to review by the grievant. A representative of the employee's own choosing may accompany the employee in said review.
- 5.) A grievance may be withdrawn or settled at any level without establishing precedent.

**ARTICLE XIII**

**FAIR SHARE**

- A.) 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 Union or pay a Fair Share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state, and national dues.
- B.) In the event that the bargaining unit member does not pay his/her Fair Share fee directly to the Union by a certain date as established by the Union, the Board shall deduct the Fair Share fee from the wages of the non-member.
- C.) Such fee shall be paid to the Union by the Board no later than ten (10) days following



deduction.

- D.) The obligation to pay a Fair Share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of Fair Share fees to the entire fee, the Union will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- E.) 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 Union agrees to defend such action, at its own expense and through its own counsel, provided:
- 1.) The employer gives immediate notice of such action in writing to the Union and permits the Union intervention as a party if it so desires, and
  - 2.) The employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
- F.) The Union 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 the Article.
- G.) The Board retains the option to be represented by its own general counsel or that of its Errors and Omissions insurance carrier. In that case, the Board shall first recover all monies provided in its Errors and Omissions insurance policy. The Union shall be obligated only to reimburse the Board for any costs—whether for defense or for damages not recovered by the Board through such insurance except those costs incurred by the use of the Board's general counsel.

In the event the Board exercises this option, the conditions enumerated in subsections E1 and E2 above shall apply to both the Union and the Board. The Union shall retain the right to challenge the validity of any charges imposed by such attorney not directly employed by the Union.

**Exception:**

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.

## ARTICLE XIV

### PROFESSIONAL DUES DEDUCTION AND PROFESSIONAL RESPONSIBILITY

The Board shall deduct from the pay of each employee all current membership dues of the Union provided that at the time of such deduction there is in the possession of the Board a continuing membership written authorization form for dues deduction, executed by the employee. The Union shall specify the amount of dues to be deducted from each employee's salary for the current school year. The Union shall furnish such authorization cards, but no later than the first pay check of October each school year provided the Association submits all pertinent dues information by September 8 of each school year.

- A.) The amount of dues specified by the Union will be deducted from each employee's biweekly paycheck as soon after authorization is received as is administratively possible.
- B.) Any employee employed after the start of the school term may authorize dues deduction by presenting an authorization card to the Board within thirty (30) days after date of employment. The combined annual membership dues will be prorated to June 30.
- C.) Such authorization shall not be revocable for a period, which is the lesser of one (1) year or the remainder of the term of this Agreement. On receipt of dues revocation, the Board will notify the Union in writing of such dues revocation. The revocation shall be implemented in the payroll period following the payroll period in which notice is received subject to the provisions of this Section. If an employee resigns from the employment of the Board prior to termination of the effective period of the then current authorization, the Board shall deduct the unpaid portion of such authorization from the employee's final paycheck.
- D.) All dues deducted by the Board shall be remitted to the treasurer of the Union no later than thirty (30) days after such deductions are made. An electronic version of the printout will be provided to the Union Treasurer no later than five (5) days after said deductions.
- E.) The Union shall indemnify and hold harmless the Board from any and all claims, demands, suits, and costs incurred resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this Section.
- F.) The District will notify the Union of all bargaining unit members that are on any extended unpaid leave such as the Family Medical Leave.

## ARTICLE XV

### FITNESS FOR DUTY

- A.) The Board requires that all new employees provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall consist of a physical examination made by a licensed physician of the employee's choice not more than ninety (90) days preceding the time of presentation to the Board, and the cost of such examination shall rest with the employees.
- B.) The Board may require a subsequent physical examination, in accordance with Section 5/24-5 of the Illinois School Code, when, in its judgment, such an examination is relevant to employee performance or status. The examining physician may be selected by the employee, but must be approved by the Board, and the Board shall pay the cost of the required examination.
- C.) Each new employee shall be advised in writing of these requirements at the time of employment.

## ARTICLE XVI

### IN-SERVICE TRAINING

- A.) All District wide in-service programs will be planned by an-In-Service Committee. This Committee will include appointed SVCU members along with teacher representatives and a number of District-selected Committee members not to exceed the number of employees.
- B.) Employees' in-service programs shall not exceed in length beyond 3:30 p.m. when possible.
- C.) Upon the Board's pre-approval, financing of in-service programs shall be provided by the Board.
- D.) All employees shall attend in-service programs as required by their immediate supervisor.

## ARTICLE XVII

### LEAVES

- A.) Only full-time employees shall be eligible for benefits under this Article except as otherwise noted.
- B.) **Sick Leave**—Each nine (9) - to ten (10)-month employee shall be entitled to a total of ten (10) sick leave days with full pay per school term. Each twelve (12)-month employee will be entitled to a total of thirteen (13) sick leave days with full pay per year. Sick days can be accumulated up to two hundred forty (240) to be used for service credit benefits. This will remain the same for those who do not wish to accumulate sick days past the two hundred forty (240).

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purpose of this Section shall include: parents, spouse, siblings, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step parents, step siblings, domestic partners, step children, and legal guardians.

- C.) **Bereavement Leave**- Each employee shall be entitled up to three (3) bereavement days per death upon request and appropriate documentation in the case of death in the immediate family or household. Immediate family shall be defined in Paragraph (B) Sick Leave above. Any additional days required will be taken from his/her sick leave days. The employee will be required to produce proof that he/she attended the funeral service. This proof can include the individual's obituary, prayer card, or plane ticket.
- D.) **Personal Leave**—The Board shall grant two (2) days of personal leave at full pay, which can be used for personal business. No reason for such leave need be given. Except in emergency situations, the employee shall notify the Building Principal or supervisor in writing at least forty-eight (48) hours before leave is to be taken. The day immediately preceding or immediately following a legal holiday or school recess and the first five (5) days or last five (5) days of the school year shall not be recognized as a personal leave day except in a case of emergency as verified to the Building Principal or immediate supervisor. Unused personal days shall be added to accumulated sick days at the end of each academic year.
- E.) **Duty Connected Injury Absence**—Absence due to duty-connected injury (full- and part-time employees) or liability shall not be deducted from the employees' accumulated sick leave for the first fifteen (15) days of leave. In such cases the Board shall pay the employee's full salary for fifteen (15) school days, after which employees shall receive workmen's compensation benefits as provided by the District's WC carrier. During that fifteen (15) day period should the employee also be receiving workmen's compensation for such work-related injury, the employee shall sign over either the workmen's compensation benefits or sick leave pay, whichever is less, it being the express intention of the parties that an employee shall not receive both workmen's compensation payments and sick leave payments from the District at the same time.
- F.) **Maternity Leave**
- 1.) If a maternity leave is desired, the employee shall arrange for a meeting with the Building Principal, supervisor, or Superintendent or his designee. The purpose of the conference shall be to determine a mutually agreeable plan for leave to be submitted to the Board for approval.

Application for such leave shall be made in writing to the Superintendent or his/her designee, at least ninety (90) calendar days prior to the beginning of the leave. The Superintendent may waive this provision in an emergency.

Maternity leave may be up to twenty six (26) calendar weeks from the birth or when the leave is scheduled to begin.

- 2.) Written notification of intent to return from leave shall also be accompanied by a physician's written statement of fitness to return to duty. Re-employment during the school year shall be at the discretion of the Board. For a leave of a period of twelve (12) weeks or less, the employee shall be guaranteed the same position. For leaves of a period of greater than twelve (12) weeks, the employee shall be guaranteed a position of which he/she is qualified. Failure to provide written notice of intent to return shall be deemed a resignation from the District
  - 3.) Any nine (9)- or ten (10)-month employee granted maternity leave who has completed one (1) semester or more of the school term prior to the employee's leave will be considered to have completed a full year for purposes of advancement on the salary scale and seniority. Any twelve (12)-month employee who has completed six (6) months of the fiscal year prior to the employee's leave will be considered to have completed a full year for purposes of advancement on the salary scale and seniority.
  - 4.) An employee granted maternity leave beyond twelve (12) weeks may make arrangements during the leave to continue hospitalization and surgical insurance coverage at the employee's own expense.
  - 5.) Maternity leave shall be granted without pay. However the employee may elect to use accumulated sick leave, vacation, and personal leave for up to six (6) weeks of paid maternity leave. Family Medical Leave (FMLA) shall run concurrently with maternity leave, but not necessarily from the first day of maternity leave. Should an employee's paid leave (sick, vacation, or personal days) expire prior to the completion of the maternity leave of 26 weeks or less, than FMLA will provide insurance coverage protection during the maternity leave for no more than 12 weeks as allowed in the law. For example, if an employee has 14 weeks of paid accumulated leave time, then FMLA will cover the final 12 weeks of the maternity leave to extend the District's insurance premium coverage.
  - 6.) Maternity leave shall be granted to any employee who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board, not less than sixty (60) days prior to the requested leave or as soon as possible pending the circumstances.
- G.) **Jury Duty**—An employee shall provide his/her supervisor with five (5) days notice of their attendance at jury duty. Upon providing proof of attendance, no employee shall suffer a loss in salary because of jury duty and is not required to return the jury duty compensation.
- H.) **Military Duty**—The continued service status of an employee shall not be affected by virtue of his/her induction for military duty in any branch of the armed forces of the United States and shall be granted leave without pay as required by federal law.
- I.) **Public Service**—If an employee is elected to serve in the General Assembly, the Board shall grant him/her a leave of absence if he/she so requests. Upon return from such

leave, the employee shall be placed at the same position on the salary schedule.

- J.) **Witness Duty**—The Board shall pay the regular salary to staff members called to serve as witnesses on behalf of the Board or subpoenaed to appear on behalf of the Board in matters directly affecting School District 168, or if an adverse party in a suit calls them to serve as witnesses to which the Board is a party.

- K.) **Sick Leave Donation Bank**—In case of prolonged or exceptional cases of absence due to catastrophic illness of at least fifteen (15) workdays the employee may apply to the Sick Leave Donation Bank. (A catastrophic illness is a severe illness requiring prolonged hospitalization or recovery. Examples would include coma, cancer, leukemia, heart attack or stroke.) The employee must exhaust all available paid leave and vacation days

To qualify for such donation, an absent employee must apply to the Union and fill out all required paperwork. The Union will provide the District with the names and number of days donated by employees. The maximum of ninety (90) days may be donated.

- L.) **Family and Medical Leave**—Employees are entitled to leave according to the terms of the Family and Medical Leave Act subject to the following provisions:

1.) **Definitions**—as used in this Section:

- a.) "Eligible employee" means an employee who has been employed with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months that precede the period of the requested leave. For purposes of determining hours of service for eligibility purposes, the number of days of service reported to the Illinois Municipal Retirement System shall be multiplied by seven (7) hours per day.
- b.) The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.
- c.) The term "equivalent position" shall mean any position for which an eligible employee is certified and legally qualified to teach with compensation and benefits equal to or better than the compensation and benefits received by the eligible employee prior to being granted a leave under this Section.
- d.) Other terms shall be defined as defined in the Family and Medical Leave Act (P.L. 103-3) and ruled and regulations as promulgated by the United States Department of Labor.

2.) **Family Medical Leave Act—Military FMLA**

a.) **Service-Member Family Leave**

An employee who is the spouse, son, daughter, parent or next of kin of a covered service-member, who has been employed for at least twelve (12) months, has worked at least 1,250 hours during the previous twelve (12) month period. The twelve (12) month period during which the twelve (12)

weeks of leave entitlement occurs shall be calculated based upon a twelve (12) month period beginning the first day of FMLA leave taken.

b.) Covered Service-Member

A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious illness or injury.

c.) Qualifying Exigency of Military Family Member

When a covered family member has a "qualifying exigency" arising out of his or her active duty or call to active duty in the Armed Forces in support of a contingency plan.

d.) Service-Member Family Leave

To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

3.) Purposes

Eligible employees shall be granted a total of twelve (12) workweeks of unpaid leave during any academic year for one or more of the following reasons:

- a.) The birth of a child;
- b.) The adoption of a child or the placement of a foster child;
- c.) To care for a spouse, son, daughter, or parent who has serious health conditions; and
- d.) A serious health condition that makes the employee unable to perform his/her job.
- e.) Service-Member Family Leave: Eligible employees (spouse, son, daughter, parent or next of kin of a covered service-member) shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period subject to the FMLA and the Department of Labor's governing regulations.

4.) Duration

Leaves requested for the purposes of Family Medical Leave as listed above shall be granted for a period of twelve (12) weeks unless a leave of shorter duration is requested by the eligible employee or unless the employee is, by virtue of this negotiated agreement, is entitled to a leave of longer duration.

Employees may, but shall not be required to, use paid sick leave, vacation and/or personal leave days during the period of a leave taken under the Family and Medical Leave Act.

Leaves requested for the purpose of Service-Member Family Leave as listed above shall be granted for a period not to exceed twenty-six (26) weeks unless a leave of a shorter duration is requested by the eligible employee.

5.) Notification

In any case in which the necessity for leave under subparagraphs 2.a. or b. is based upon an expected birth or placement, the eligible employee shall provide the Superintendent at least thirty (30) days notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early a notice as practicable. In any case in which the necessity for leave under subparagraph 2.c. or d. is based upon illness or a serious health condition, the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible employee shall provide the Superintendent with not less than thirty (30) days notice before the date the leave is to begin, of the employee's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as early a notice as practicable.

6.) Continuation of Health Insurance

The Board shall maintain health care coverage for the duration of the Family and Medical leave at the same level and under the same conditions that existed at the time of the commencement of the leave.

7.) End of Academic Term

If an eligible employee begins leave:

- a.) More than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks and the return to employment would occur within three (3) weeks of the end of the academic term;
- b.) Five (5) weeks or fewer prior to the end of the academic term but not less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the academic term; or
- c.) Less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the term if it is greater than five (5) working days. The provision of number 5 shall apply



during any required extension of the leave.

8.) Upon return from Family and Medical Leave, an employee shall be returned either to the same position as the employee had at the time of commencement of the leave or to an equivalent pay, benefits, duties, and terms and conditions of employment.

9.) Repealer

In the event the Family and Medical Leave Act is repealed, then this Section of this Article shall, as of the date of repeal, no longer be in force and effect.

## **ARTICLE XVIII**

### **HOLIDAYS AND VACATIONS**

A.) **Holidays**—No employee shall be required to work on state legal public school holidays that are adopted by the School Board as part of the annual school calendar as legal school holidays and non-pupil attendance days, Christmas Eve, and New Year's Eve. All full-time hourly wage employees and all part-time custodians shall be paid at their normal rate for all the aforementioned Board-approved legal school holidays adopted in the annual school calendar of District 168 in which pupils are not in attendance, provided that the employee is in attendance for work on the regularly-scheduled workday before and after the holiday unless the employee is absent due to sickness as defined in Article XVI, or on approved vacation pursuant to this Article. If an employee is requested to work and agrees to work on such a holiday, the employee shall receive time and one-half holiday pay plus his/her holiday pay as defined above. If an employee does not qualify for holiday pay, then he/she will receive one and one-half (1 1/2) times the hourly rate of pay for work on a holiday as defined above.

Should a holiday be used to make up an emergency closing day, a 12 month employee has the choice of either being docked for the emergency day or using a paid leave day. The employee will then be paid time and one half (holiday pay) for all hours worked on the makeup day.

B.) The following holidays are recognized and will be observed by twelve (12)-month employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day/Lincoln's Birthday	Veterans' Day
Casimir Pulaski's Birthday	Thanksgiving and following Friday
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

If the federal holiday falls on a weekend, it may be observed on a Friday or Monday, if the law so provides. A state holiday that falls on a weekend will not be observed.

C.) Regular school year student attendance employees will follow and observe the same holidays as the teacher/student school calendar.

D.) **Vacations**

Full-Time Twelve (12)-Month Employees:

Any employee beginning employment prior to January 1 shall receive vacation days prorated up to 5 days for the first fiscal year of employment. Employees hired after January 1 shall not be eligible for any vacation days until the first full fiscal year after the start of employment (July 1)

5 days after completion of first fiscal year (ending June 30).  
10 days after completion of 5<sup>th</sup> fiscal year (ending June 30).  
15 days after completion of 10<sup>th</sup> fiscal year (ending June 30).

One (1) additional day per year upon the completion of each year after the 10<sup>th</sup> fiscal year up to a maximum of twenty (20) days.

Each employee may request up to a maximum of ten (10) days of vacation time when school is in session.

- 1.) Earned vacation time in excess of ten (10) days must be taken when school is not in session.
- 2.) A maximum of two (2) custodians will be approved for the same vacation time when school is "not" in session.
- 3.) Vacation time may not be taken two (2) weeks prior to the start of school, graduation week, or one (1) week after school has ended.
- 4.) Vacation requests will be approved on a first-come basis. Should two (2) similar requests be received at the same time, seniority will be used as the basis for approval.
- 5.) All vacation requests will be approved by immediate supervisor or his/her designee.
- 6.) Employees may accumulate up to ten (10) additional vacation days in addition to their annual accrual. Any additional days will be lost.

**ARTICLE XIX**

**WORKING CONDITIONS**

- A.) An employee shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B.) Adequate off-street paved parking facilities shall be provided.
- C.) An employees' lounge, which is comfortably furnished and cleaned daily, shall be provided in each building. Employees shall make every effort to keep the room clean and be responsible for personal effects.

**D.) Custodians/Maintenance Uniforms**

- 1.) For those employees required to wear uniforms at work, the Board shall provide seven (7) uniforms at the beginning of each school year. The Board shall provide replacements as reasonably required. The employer shall be responsible for maintaining and laundering the uniforms.
- 2.) The Board shall provide, at each school, outerwear (either insulated cover-all or parka) for use by those required to work outdoors.

**E.) Lead Custodian**

A Lead Custodian may be appointed for each building. This employee will serve under the direction of the Supervisor of Building and Grounds. The Lead Custodian will have no power to evaluate, discipline, hire or fire any employees. The Lead Custodian shall be compensated at a rate of \$1.00/hour to act as Lead Custodian.

The additional duties of a lead custodian are as follows:

- Liaison to the building principal.
- Work directly with the Supervisor of Building and Grounds.
- Ensure that all supplies are ordered and available.
- Provide information to all custodians from Supervisor of Building and Grounds.
- Act as a liaison with the next shift to inform them of ongoing issues.

**F.) Lead Maintenance**

A Lead Maintenance may be appointed for the maintenance department. This employee will serve under the direction of the Supervisor of Building and Grounds. The Lead Maintenance employee will have no power to evaluate, discipline, hire or fire any employees. The Lead Maintenance shall be compensated at a rate of \$1.00/hour to act as Lead Maintenance employee.

The additional duties of a lead maintenance are as follows:

- Liaison to the building principal.
- Work directly with the Supervisor of Building and Grounds.
- Ensure that all supplies are ordered and available.
- Does not replace the Supervisor of Building and Grounds nor have the same authority as said supervisor.
- Act as a liaison with the next shift to inform them of ongoing issues.

**G. Maintenance Certification and Licensure**

Any maintenance employee who, with proper documentation, has specific licensure or certification in the positions of HVAC, plumbing and electrical will receive an annual stipend of \$500.00 per current license or certificate. Copies of current licenses and certification will be placed in personnel file.

## ARTICLE XX

### SUMMER SCHOOL

- A.) Summer school salary shall be paid on regularly scheduled District pay dates. The rate of pay will be included in the job posting.
- B.) Summer school work shall be voluntary, and current employees will have preference over non-employees.

## ARTICLE XXI

### EMERGENCY SCHOOL CLOSING

- A.) If an emergency day has to be used, every effort will be made by the Administration to give notice to employees through the use of radio, TV, and telephone as early as possible.
- B.) When the schools and school offices are officially closed by the Superintendent prior to completing a sufficient number of hours for school attendance day purposes, no leave days previously arranged by the employee will be deducted for such emergency days. In the case of attendance at a conference during an emergency day, said employee will receive their regular daily rate of pay upon providing proof of attendance at the conference.

## ARTICLE XXII

### COMPENSATION PACKAGE

- A.) **Salaries** - New hires will be placed no higher than Step 3 of the new hire schedule except in the case of former military personnel. ( Appendix A)

Employees will receive a 3% increase retroactive for the 2015-16 school year.

Employees will receive a 3% increase in the 2016-17 school year

Employees will receive a 3% increase in the 2017-18 school year

Special Education Paraprofessionals assigned to self-contained classrooms will receive an annual stipend of \$2500.00 to be paid equally over the annual pay schedule.

*(NOTE: recommended change since employees could elect 22 or 26 pays)*

Nurses with an MSN will receive an annual stipend of \$5500.00 to be paid equally over the annual pay schedule.

Nurses with a BSN will receive an annual stipend of \$3500.00 to be paid equally over the annual pay schedule.

Bargaining unit members who remain after their scheduled work day to supervise students who have not been picked up from school will be allowed to submit for extra duty pay (this does not apply to afterschool clubs and activities). No prior approval will

be necessary for this time.

B.) **Loss of Lunch Hour**—Any employee who volunteers to forfeit any or all of their duty-free lunch period shall be compensated at their daily rate of pay per hour.

C.) **Insurance**

1.) All regular employees will receive the following insurance coverage paid by the Board:

a.) A fifty thousand dollar (\$50,000.00) term life insurance policy paid in full.

b.) For full-time employees, the Board shall pay the following amounts toward individual major medical premiums for individual participants:

\$6180.00 for the 2015-16 for the length of the contract

2.) The SVCU shall participate in a joint insurance committee that shall be charged with the further investigation of insurance policy and benefit options. This Committee shall make its recommendations to the Board and the SVCU Executive Committee annually but no later than ninety (90) days prior to the effective date of renewal. It is the intent of the parties that the Insurance Committee recommendations shall maintain the benefit structure of the current policy.

3.) The Board shall pay four hundred and fifty dollars (\$450.00) annually towards premiums for individual or family dental insurance.

4.) Vision coverage shall be offered to all employees. The Board will pay towards the premium for individual or family vision coverage and family dental for those employees not participating in individual or family major medical insurance for each year of the contract at a cost not to exceed five hundred dollars (\$500.00). All other employees shall be responsible for the full cost of their vision coverage.

D.) **Tuition Reimbursement**—The Superintendent of Schools must approve all hours/courses in advance.

1.) The Board shall establish a fund of five thousand dollars (\$5,000.00) for each of the current contract school years for tuition reimbursement.

4.) Any employee who obtains the written approval of the Superintendent or his designee for college course work or course work to enhance the employee's skills in their position with the School District shall be entitled to receive reimbursement for actual tuition costs not to exceed a maximum of two hundred and seventy five (\$275.00) per semester hour, provided that the employee receives a grade of "C" or better and further subject to the provisions set forth below.

3.) Employees requesting reimbursement must submit official transcripts for the same between September 1 and September 30 of the school year following completion of the course work or after the summer of completion of the work. Failure to submit

the request for reimbursement by September 30 will result in the inability of the employee to receive reimbursement. To qualify for tuition reimbursement, the employee must return as a regular employee of School District 168 the September following completion of their course work.

- 4.) From the fund designated by the Board, if all requests for reimbursements do not exceed of five thousand dollars (\$5,000.00) at two hundred and seventy five (\$275.00) per semester hour, then and only then shall all employees submitting reimbursement requests receive the actual cost of tuition to the maximum reimbursement of two hundred and seventy five dollars (\$275.00) per semester hour. If, however, the sum total of reimbursement requests exceeds of five thousand dollars (\$5,000.00), then all employees will receive a proportionate share of their actual cost provided the entire reimbursement does not exceed of five thousand dollars (\$5,000.00)
- 5.) Should an employee who receives reimbursement under the provision leave the employ of the school district within five years or less of receiving such reimbursement, he/she shall be required to reimburse the school district for all or part of that reimbursement according to the following schedule:

1 year or less	100%
1 year to 2 years	75%
2 years to 3 years	50%
3 years to 4 years	25%
4 years to 5 years	10%

Those employees who are released from their positions due to a reduction in force or any other circumstance not under their control will not be required to return any tuition money. Should an employee refuse a recalled position they will be required to pay back the tuition at the rate from the above chart.

#### **E.) Retirement Benefit Plan**

The Board shall recognize the service of full-time employees who have rendered a total of at least fifteen (15) full-time years of creditable service to District 168 preceding retirement, and who are eligible to receive retirement pension benefits through the regular retirement provisions of the Illinois Municipal Retirement Fund.

#### **Eligibility and Notice**

- 1.) To be eligible, the employee must have served satisfactorily in the District for a minimum of fifteen (15) full-time years preceding his or her retirement.
- 2.) For each year of service the employee will receive \$400.00 to a maximum of \$6000.00. This amount will be paid on the first pay period after retirement.
- 3.) Each employee must provide an irrevocable letter of retirement at least six (6) months prior to the actual date of retirement.
- 4.) Any and all retirement monies will be paid on the first regular pay day after the actual

retirement day.

**F. Overtime-Extra Duty**

Any overtime for custodians shall be offered in this order:

- Seniority will be building based.
- The employee with the most seniority and ability to complete the job in the relevant building shall be asked first.
- If refused by the most senior person then the next senior person will be asked.
- This will continue through all employees on a rotational basis.

Any overtime for maintenance shall be offered in this order:

- The employee with the most seniority and the requisite skills to complete the job shall be asked first.
- If refused by the most senior person then the next senior person with the requisite skills will be asked.
- This will continue through all employees on a rotational basis.
- Overtime for alarm calls will require that the employee live within a fifteen (15) mile radius of the District.

**G.) All extra-duty pay will be in the following manner:**

- Thirty dollars (\$30.00) per hour for the length of the contract for degreed staff (Degreed = BA/BS or higher).
- \$17.00 per hour for the length of the contract for non-certified staff.

Extra duty pay will include event assignment roles such as score keeper, ticket taker, crowd control, etc.

**H.) Extra-Curricular Schedule**

- Extra duty wages will be paid every two weeks. Stipends for teams, activities, and committees will be made in two equal payments on the 2<sup>nd</sup> paycheck of December and the 2<sup>nd</sup> paycheck of May each and every school year. Each payment will include a detailed description of the payments. Any mileage reimbursement will be paid at the current IRS rate.
- All non-seasonal activities, clubs and teams must be in full effect and meeting with students by October 15<sup>th</sup> of each school year. A list of all said extra-curricular activities and sponsors/coaches and rate of pay will be provided to the Association President by October 15 of each school year.
- All extra duty positions will be offered to all qualified SVCU members (after teachers) prior to hiring other personnel or outside applicants.

**Extra-curricular/Duty Stipends**

All extra-curricular activities listed below must be approved by the administration. In order to receive payment for the extra-curricular activity, there must be a minimum of 10 participating

students to initiate the club and maintain a minimum of five (5) students for the duration of the club. The club will be facilitated before or after school hours or during a designated duty free lunch. It must also include direct supervision of and interaction with students until they have left the school property. All extracurricular activities will have an expected outcome. A tiered system will be used for all extracurricular:

Tier I \$1700	Tier II \$1400	Tier III \$1000	Tier IV \$500
Minimum of 7 meetings/month Full Year activities	Minimum of 5 meetings/month Seasonal activity (excess of 3 months)	Minimum of 3 meetings/month Seasonal activity (less than 3 months)	Varied criteria
Chorus Director	Community Service Coordinator	Intramurals	Aviation Club
Year Book	Girls 7 <sup>th</sup> grade volleyball coach	Safety Patrol Supervisor	Green Club
Student Council	Girls 8 <sup>th</sup> grade volleyball coach	Art Club	Homework Club
	Boys 7 <sup>th</sup> grade Basketball Coach	Book Club	Reading Enrichment (per semester)
	Boys 8 <sup>th</sup> grade Basketball Coach	Computer Club	Before school duty for 20 minutes (door/hall) (per semester)
	Cheerleading Coach	Poetry Club	Web Page maintenance (per semester)
	DIVA	Science Club	Math Enrichment (per semester)
	Drama Club	NJHS	
	Scholastic Bowl	Recycling Club	
		7 <sup>th</sup> Grade Track Coach	
		8 <sup>th</sup> Grade track coach	

- Detentions/Saturday school will be paid at \$30.00 (degreed) and \$17.00 (not degreed) an hour for the length of the contract.
- Tutorials will be paid at \$30.00 (degreed) \$17.00 (not degreed) an hour for the length of the contract.
- After school committee meetings will be paid at \$30.00 an hour for the length of the contract.
- Any new extra curriculum activity or club must be submitted to the administration for approval by October 15 of each year.
- Any bargaining unit member who forfeits their duty free lunch for student lunch supervision will be paid at \$10.50 a lunch period.



### **ARTICLE XXIII**

#### **NEGOTIATIONS PROCEDURES**

- A.) The Board agrees to negotiate in good faith with the Sauk Village Classified Union with respect to salaries, hours, fringe benefits, conditions of employment, grievance procedures, and other matters mutually determined to be negotiable.
- B.) Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, and conditions of employment, grievance procedures, and other matters of mutual concern.
- C.) Negotiation shall begin no later than May 1 of the year the contract expires, unless both parties agree to an alternate date. Meetings shall be held, as necessary, at times and place agreed to by both parties.

### **ARTICLE XXIV**

#### **NO STRIKE/NO LOCK OUT CLAUSE**

- A.) The Union agrees not to strike or engage in any other form of work stoppage during the effective duration of this Agreement.
- B.) The employer agrees not to lock-out its employees during the effective duration of the Agreement

### **ARTICLE XXV**


#### **EFFECT OF AGREEMENT**

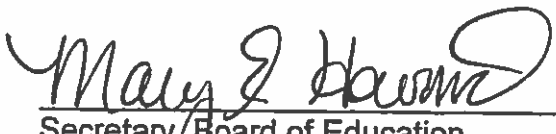
- A.) The parties mutually agree that the terms set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.
- B.) In the event any policy, rule, or regulation of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.
- C.) Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction or conflict with the laws, ordinances, rules or regulations of any state legislative or administrative body, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement. The remaining Articles, Sections, or Clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section, or Clause.

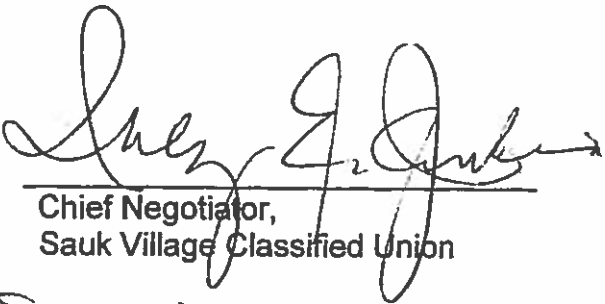
ARTICLE XXVI

DURATION

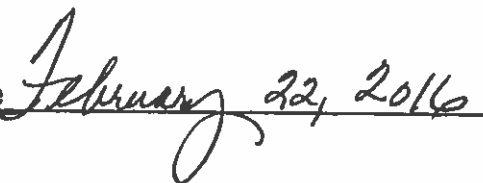
This Agreement shall be effective on the date of its execution the 1<sup>st</sup> day of July, 2015, and shall continue in effect until June 30, 2018.

  
\_\_\_\_\_  
President, Board of Education,  
School District 168

  
\_\_\_\_\_  
Secretary, Board of Education,  
School District 168

  
\_\_\_\_\_  
Chief Negotiator,  
Sauk Village Classified Union

  
\_\_\_\_\_  
Secretary,  
Sauk Village Classified Union

Date   
\_\_\_\_\_  
February 22, 2016

**Appendix A**  
**SVCU - New Hire Schedule**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>Bus Driver</b>	\$24,600	\$24,846	\$25,095
<b>Business Assistant</b>	\$46,011	\$46,471	\$46,936
<b>Clerk 188 days/Library &amp; Health (6.5 hrs.)</b>	\$14,239	\$14,382	\$14,525
<b>Clerk 195 days/Office (8.0 hrs.)</b>	\$18,177	\$18,359	\$18,542
<b>Custodians</b>	\$22,886	\$23,115	\$23,346
<b>Electronics, Hardware &amp; Network (EHN) Specialist</b>	\$43,722	\$44,159	\$44,601
<b>Maintenance</b>	\$35,155	\$35,507	\$35,862
<b>Nurse (AA/AS degree)</b>	\$40,003	\$40,403	\$40,807
<b>Parent Educators (BA/BS degree)</b>	\$27,714	\$27,991	\$28,271
<b>Parent Educators (non-BA/BS degree)</b>	\$18,281	\$18,463	\$18,648
<b>Personnel Secretary</b>	\$40,183	\$40,585	\$40,991
<b>Secretary</b>	\$21,449	\$21,664	\$21,881
<b>Teacher Assistants - Certified</b>	\$20,741	\$20,948	\$21,158
<b>Teacher Assistants - Sub-Certified</b>	\$15,883	\$16,042	\$16,202
<b>Teacher Assistants - Non-Certified</b>	\$11,912	\$12,031	\$12,151
<b>Technology Assistant</b>	\$38,322	\$38,705	\$39,092