

**Working Agreement Between
The Board of Education
Pembroke Community Consolidated School District #259
and
The Support Staff
Pembroke Council, Local #604, IFT-AFT**

**ARTICLE I
RECOGNITION**

1.1. Recognition

The Board of Education, Pembroke Community Consolidated School District #259, Hopkins Park, Illinois, hereinafter referred to as the Board, recognizes the Support Staff of the Pembroke Council, Local #604, IFT-AFT, AFL-CIO, hereinafter referred to as the Union, as the exclusive bargaining agent for all full-time cafeteria staff, custodians, paraprofessionals, and secretaries, excluding the Superintendent's secretary, the Business Manager/Bookkeeper, District Director of Facilities, Director of Food Services, Director of Early Childhood Programs and Parent Coordinator, and Director of Transportation.

1.2. Terms of Agreement

The Board and the Union agree that the terms and conditions of this Agreement may be modified only through written mutual agreement of the parties.

ARTICLE II UNION AND MEMBER RIGHTS

2.1. Information

The Union president will be furnished with one (1) copy of the Scattergram with insurance coverage references as of January 20 of each year.

2.2. Agenda

- (a) The Union shall be placed on the agenda of the monthly faculty meeting held on the second Wednesday of each month after the Board meeting with fifteen (15) minutes slotted at the start of the meeting.
- (b) The Union President shall be sent a copy of the board-meeting agenda on the day prior to regular and special Board Meetings.

2.3. Use of School Equipment

The Union shall have the use of school facilities, including the internet, for conducting its business on the third Thursday of each month at 3:30p.m. during the course of the regular school year. The Union shall be provided with a bulletin board in the teachers' lounge to display information pertaining to Union activities and business. No person except a Union designee shall add or remove material from the Union's bulletin board. In addition, the Union officers shall have the right to use district equipment in the Principal's office, such as telephones, faxes, copy machines, mail boxes (standard and electronic), audio-visual equipment etc. when not otherwise in use for the express purpose of conducting union and/or school district business as long as there is no disruption to an employee's work duties.

2.4 Union Release Time

The Union President or designee shall have three (3) days released time each year without the loss of pay to attend conventions, meetings, or workshops. The Union will reimburse the Board for the cost of a substitute, if needed.

2.5. Dues

(a) Dues Authorization

The Board shall deduct from the regular paycheck of each employee, from whom it receives written authorization to do so, the required amount of union dues. The dues and a list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper union officer no later than fifteen (15) days after such deductions were made.

(b) Fair Share

- (1) All employees covered by this agreement who are not members of the union, commencing on the effective date of this agreement or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain nonmembers of the union, shall pay to the union

each month their fair share of the costs of the services rendered by the union that are chargeable to non-members under state and federal law.

- (2) Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the union, provided, however, that the union (at least five days in advance of the effective date for deduction) shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.
- (3) The School Board shall cooperate with the Union to ascertain the names and work location of bargaining unit non-members from whose earnings the fair share payments shall be deducted. This information shall be transmitted, in writing, to the business manager.
- (4) The Union shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.
- (5) Upon adoption of a Union internal appeal procedure, the Union shall supply the Superintendent with a copy. In addition, the Union shall advise the Superintendent of subsequent changes therein.
- (6) Upon receipt of formal notice of any objection as to an unfair labor practice charge filed with the Labor Board, the union and the Board hereby agree to comply with Labor Board rules provided; however, nothing herein or in the Labor Board Rules shall be construed as obligating the Board to violate the provisions of any state, federal or local law or regulation or any established practice or procedure previously adopted by the Board unless and until such practice or procedure has been formally rescinded or modified. The Board shall forward the objector's fee or portion of the objector's fee being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the Union and the objector(s).
- (7) The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, action complaints, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.
- (8) If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on

this matter within a reasonable amount of time for the purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court. Furthermore, such part so declared void or not enforceable, shall at once be deemed stricken here from as of date of receipt by the Union and the Board of notice of such decision.

2.6. Copies of the Agreement

Each employee shall be provided with a copy of this Agreement. Each new employee covered by this Agreement shall receive a copy of this Agreement upon being hired. The cost of printing this Agreement shall be borne equally by the parties.

2.7. Fair Practices

In the application of the terms and conditions of this Agreement, neither the Board nor the Union shall discriminate against any employee on the basis of race, creed, color, national origin, gender, or membership in or association with the Pembroke Council of AFT Local #604, IFT-AFT, AFL-CIO, or any other professional organization.

ARTICLE III WORKING CONDITIONS

3.1. School Year

The school year for support staff is set by position. Twelve-month employees include Secretaries in the Main Office and Parent Academy and Custodians. Ten-month employees include the Cafeteria Staff. The Paraprofessionals will work 181 days.

3.2. Work Day

The workday for support staff varies by position. Principal Office Secretaries work an eight-hour day with a thirty-minute lunch and two, fifteen-minute breaks. Parent Academy Secretaries work a seven-hour, fifteen minute day, with a thirty-minute lunch and two, fifteen-minute breaks. Custodians work an eight-hour day with a thirty-minute lunch and two, fifteen-minute breaks. Cafeteria Staff work an eight-hour day with a thirty-minute lunch and two, fifteen-minute breaks. Paraprofessionals work for an eight-hour day with a thirty-minute, duty-free lunch and two, fifteen-minute breaks.

3.3. Seniority

Seniority is defined as the length of full-time, continuous service with Pembroke School District #259.

3.4. Reduction in Force

In the event that the Board determines to decrease the number of employees or to discontinue a particular service provided by bargaining unit members, honorable dismissals will be made in accordance to law.

All support personnel are numbered by placement on the seniority listing within the categories of Secretaries, Paraprofessionals, Custodians, and Cafeteria Staff established by the Board of Education. If two or more support staff are in a tie, the tie is broken in the following order of priority: a) first day of service to the District; b) lottery.

3.5. Recall Rights

Employees shall be entitled to recall based on state law.

Notice of recall shall be sent by certified mail to the employee's address which is on file with the District office and shall state the time and date on which the employee is to return to work. The employee has seven (7) work days from the receipt of notice to report his/her intent to return to work. The Board shall notify employees of any recall prior to posting a vacancy of such position. It is the employee's responsibility to keep his/her address up-to-date in the district office.

An employee who fails to respond timely to a proper notice of vacancy shall be deemed to have waived his/her right to recall.

3.6. Posting of Vacancies

Notices for all new or vacant positions for support staff employees shall be posted in the school and on the website as they become known or available. Employees will also receive an email of new or vacant positions for support staff.

- a) Positions will be held open for at least five (5) school days.
- b) Notification of all existing vacancies/positions will be sent to the Union President at the time the vacancies are posted.
- c) Notification of all existing vacancies/positions that occur over the summer will be sent through the District's email to each Employee or to those who have filed a stamped, self-addressed envelope with the Superintendent's Office for the express purpose of receiving notification of specific vacancies/positions.
- d) All District Employees who have filled out an application shall be entitled to a response provided they are qualified and certified for the vacancy/position.

3.7. Court Proceedings

Any employee who shall be required to be absent from duties because of court proceedings or related investigations growing out of a suit against such employee or the district arising from performance of official duties shall not suffer any loss of salary or sick days because of injury, court, etc.

3.8 Job Descriptions

Current job descriptions, as well as revisions to the job descriptions, will be available in the Office of the Superintendent.

3.9 Personnel Files

There shall be only one (1) file kept for each employee. Before any reports, other than credentials and letters of reference, are placed in the file, the employee shall be given the opportunity to read and initial such papers. In any case, where an employee disagrees with any such report, the employee may submit a written statement of specific objection and reason therefore. The employee's specific objection shall be filed in the folder along with the report in question.

3.10 Discipline and Discharge

Where appropriate, progressive discipline will be used. An employee shall be entitled to the presence of a union representative at an investigatory review if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

3.11 Professional Dress

Employees of Pembroke District 259 shall dress in a manner that does not distract from the educational environment. Flip Flops, of the rubber sole design, are not considered

professional attire. *Physical education professional educators may dress in active wear that is professional for their activities.

ARTICLE IV GRIEVANCE PROCEDURE

4.1. Definition

A grievance is a claim by the union, an employee, or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

4.2. General Provisions

All time limits shall consist of school days, except that during the summer when school is not in session, time limits shall consist of all weekends.

Nothing contained herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the Agreement.

At the informal level, the Union President shall be notified in writing concerning the adjustment of the grievance.

Failure of an employee or Union to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.

Any investigation, handling, or processing of any grievance by the grievant and administration shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.

Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.

Class grievances involving one or more employee or one or more supervisors and grievances involving an Administrator above the building level may be initially filed by the Union at Step B.

Employees shall have the rights to be represented by a Union representative or other representative of the employee's choice, if one is requested at all steps of the formal grievance procedure.

No reprisals shall be taken by the Board or the administration against an employee because of his/her participation in a grievance.

All records related to a grievance shall be filed separately from the personnel files of the employee.

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

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

Conferences held under this procedure shall be considered at a time and place that will afford a reasonable opportunity for all persons, including representatives, to attend. With the Superintendent's approval, the grievant and/or other employees may be released from their regular assignment without loss of pay or benefits to attend the meetings specified in the Grievance Procedure Steps A through C.

4.3. Procedure

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

- (a) The grievant shall present the grievance in writing within twenty (20) days of the occurrence of the event giving rise to the grievance, or within twenty (20) days of the time the employee should have reasonably become aware of such event, specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall arrange for a meeting to take place within ten (10) days of receipt of the written grievance. The supervisor shall provide a written answer to the grievance of the aggrieved employee and Union President within ten (10) days after the meeting.
- (b) If the grievance is not resolved at Step A, the grievance may be referred to the Superintendent or official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his/her receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response; with a copy to the Union President.
- (c) In the event that the Union is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to final and binding arbitration under Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, the grievance shall be deemed withdrawn.
 - (1) The arbitrator, in the resultant opinion, shall not amend, modify, nullify, ignore, or add to the provision of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issues presented in

writing by the School District and the Union, and the resultant decision must be based only upon interpretation of the meaning or application of the express relevant language of the Agreement.

- (2) Each party shall bear the full costs for its representation in the grievance procedure.
- (3) If either party requests a transcript of the proceedings, the party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.
- (3) Each party shall share equally the costs of the arbitrator and the AAA.

**ARTICLE V
LEAVES OF ABSENCE**

5.1. Sick Leave

Employees shall be granted twelve (12) sick leave days per year without the loss of pay. Any unused sick days shall accumulate to two hundred forty (240) days. The Board may request a doctor's excuse after three consecutive days of absence. The Board will not reimburse employees for unused sick days.

5.2. Personal Business Days

The Board shall grant two (2) days of personal business leave per year for each employee. These days shall be in addition to the annual allotment of sick days per year, and any unused personal days shall accumulate as sick leave. The following conditions shall apply:

- (a) Except in cases of emergency, these days may not be used on the day immediately preceding or the day immediately following a holiday. In such emergency instances, the employee will notify the Superintendent, in advance, if possible, and will reduce to writing the nature of the emergency and submit same to the Superintendent.
- (b) No reason needs to be given for taking such leave.
- (c) Personal leave will not be granted during the first five (5) days or the last five (5) days of the school year, except in case of an emergency.
- (d) Request for leave shall be made at least forty-eight (48) hours in advance, if possible. This request should be made in writing.

5.3. Bereavement Leave

Employees shall be allowed up to three (3) days absence without loss of pay or sick days for the death of a member of the immediate family (parent, step-mother/father, mother/father in-law, grandparent, spouse, child, brother, sister, brother/sister in-law, and civil union partner). A maximum of three (3) days may be petitioned for in the case of an additional death in the immediate family (as outlined in the above), during the same school year. These petitioned days, if granted by the Administration, will be taken from sick days.

5.4. Child Care/Maternity Leave

The Board of Education shall grant a leave of absence for maternity/child care purposes without pay to an employee upon the written request to the Board for such leave.

5.5. Family and Medical Leave

Eligible Bargaining Unit Members are entitled to leave according to the terms of the Family and Medical Leave Act (FMLA).

5.6 Jury Duty

A leave of absence with pay shall be granted to any employee who serves jury duty. Days served on jury duty shall not be subtracted from sick leave or personal leave. The employee shall retain any jury duty pay received.

5.7 Injury on the Job

An employee absent due to injury on the job shall be entitled to keep any workers compensation check to which he/she is entitled under the Workers' Compensation law and shall not be required to use sick leave days for the period of absence.

**ARTICLE VI
FRINGE BENEFITS**

6.1. Health Insurance

The Board shall pay no more than \$900 per month in 2018-19, \$918 per month in 2019-20, and \$936 per month in 2020-21 toward the health insurance premium cost. Any amount over the amounts listed here will be covered by the employee. The employee may select one of the options offered by the Board.

6.2. Dental and Life Insurance

The Board agrees to provide single dental insurance and a \$25,000 term life insurance policy for each employee.

6.3. Vacation

During the first year of employment, a regular, full-time twelve (12) month employee may use up to five (5) days of paid vacation after completing six (6) months of employment. During the first year of employment, the number of vacation days will be pro-rated based upon the date of hire.

After completing the first year of employment, a regular, full-time twelve (12) month employee shall receive annual paid vacation as follows:

Completed year of Service	Vacation Entitled
1-5 years	5 days
6+ years	10 days

6.4. Holidays

All holidays allowed under this Agreement must coincide with the official school calendar as approved by the Board of Education. Those days not recognized as a holiday on the official school calendar, or as listed below, will not be given to the employees covered under this Agreement.

The following holidays shall be paid:

Labor Day	Christmas Eve	Presidents Day
Columbus Day	Christmas Day	Casmir Pulaski Day
Veterans' Day	New Year's Eve	Good Friday
Thanksgiving Day	New Year's Day	Memorial Day
Day after Thanksgiving	Martin Luther King Day	Independence Day

If Veteran's Day falls on a Saturday or Sunday, it shall not be observed as a holiday. President's Day or Lincoln shall be recognized in accordance with the school calendar. If Lincoln's Birthday is recognized and falls on a Saturday or Sunday, it shall not be observed as a holiday. When the district is closed for winter or spring break, employees must use vacation days for time not mentioned above or not be paid.

Independence Day only applies to twelve-month employees.

6.5 Salary

Employees will follow the Salary Schedule listed in Appendix A. All support staff employees covered by the Union will receive a 2% increase for 2018-2019, a 2 percent increase for 2019-2020, and a 3% increase for 2020-2021. All support staff employees covered by the Union will receive their wages over twenty-four (24) pay periods to occur twice monthly on the 10th and 25th of each month. If a pay date occurs on a weekend or a holiday, the pay date will be the previous Friday or the last day of school before a vacation/holiday begins.

6.6 After-school Detention Program

Support Staff members who stay after school for detention with students, authorized by District #259, will be reimbursed at a rate of \$26 per hour.

6.7 Weather-related Early Dismissals

When school is dismissed early because of weather (heat, snow, or other issues) staff will be allowed to leave the building 15 minutes after the student buses depart. The role of the early-dismissal monitors is to monitor the students in the cafeteria (or designated location) and take accountability for the students and their safety.

After the school day ends at 3:15 p.m., these monitors will receive compensation pursuant to Section 6.6 (Support Staff CBA) and 8.7 (Teachers' CBA), which is \$26 per hour. Employees receive \$13 per 30-minute period. In lieu of money, the monitor may select to leave early on a planning day of the employee's choice.

The Principal, in consultation with the secretary, has the ability to determine whether a monitor is needed.

6.8 Insurance Committee

An insurance committee made-up of teachers, support staff, and administration will meet in the Spring, no later than April 1st, to discuss insurance options for the district's employees and make recommendations to the Board of Education.

ARTICLE VII SCOPE AND DURATION

7.1 Successor Agreements

Negotiations for any successor agreement shall commence in the final year of this Agreement upon notification in writing by either party that it desires to modify, change, amend, or terminate this Agreement. Such notification is to be given on or before March 1 of the year in which this Agreement is to expire. Upon receipt of such written notice, the parties shall agree upon a time and date for the first negotiations meeting.

7.2 Maintenance and Amendment of Contract

This Agreement constitutes the entire and complete commitment and agreement between the parties concerning wages and terms and conditions of employment for the duration of the Agreement. The parties hereby agree that the Agreement is in full settlement of all outstanding issues between the parties and that this Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written, executed amendment to this Agreement.

7.3 Savings Provision

If any provision of the Agreement is declared by the proper judicial or legislative authority to be unlawful, unenforceable to unconstitutional, all other provisions of the Agreement shall remain in full force and effect for the duration thereof.

7.4 No Strike

During the term of this Agreement, neither the Union nor any Employee on the behalf of the Union or acting in his/her own shall engage in any strike, work stoppage, slowdown, or refusal to provide services which will impede the operation of any school, administrative office, or facilities of the District.

7.5 Duration

This Agreement shall become effective upon approval by the Board and the Union and shall continue in effect through June 30, 2021.

Appendix A

2018-2021 Support Staff Salary Schedules

Custodians: 12-month positions, 8-hour day, 2080 hours per year			
Postion	2018-19	2019-20	2020-21
Head Custodian	\$27,374	\$27,921	\$28,759
Custodian	\$26,822	\$27,358	\$28,179
New Hire	\$21,000		

Main Building Secretary: 12-month position, 8-hour day, 2080 hours per year			
Postion	2018-19	2019-20	2020-21
Secretary	\$34,614	\$35,306	\$36,365
New Hire	\$24,000		

Cafeteria: 10-month position, 8-hour day, 1600 hours per year			
Position	2018-19	2019-20	2020-21
Staff	\$16,984	\$17,324	\$17,843
New hire	\$14,000		

Paraprofessionals: 181 days per year position, 8 hour day, 1322 hours per year			
Years	2018-19	2019-20	2020-21
New Hire	\$18,000		
2nd year		\$18,360	
3rd year			\$18,911
4th year			
5th year	\$19,484		
6th year		\$19,874	
7th year			\$20,470

28th year	\$23,398		
29th year		\$23,866	
30th year			\$24,582

32nd year	\$24,037		
33rd year		\$24,518	
34th year			\$25,253

Signature Page

The Board of Education of Pembroke School District #259 and the Pembroke Council, AFT Local 604 agree to follow the points stipulated in this Agreement.

For Pembroke S.D. #259

For Pembroke Council of AFT Local 604

President

President

Date: _____

Date: _____