

Collective Bargaining Agreement

between

**Abingdon-Avon Education Association, IEA/NEA**

&

**The Board of Education of  
Abingdon-Avon Community Unit School District #276**

2013-2014

2014-2015

2015-2016

2016-2017

2017-2018

## Table of Contents

Article I	Recognition	.....	5
Article II	Negotiations Procedure	.....	6
2.1	Scope	.....	6
2.2	Demand to Bargain	.....	6
2.3	Authority to Negotiate	.....	6
2.4	Representatives	.....	6
2.5	Meetings Closed	.....	6
2.6	Impasse Procedure	.....	6
2.7	Originals	.....	7
2.8	Contract Availability	.....	7
Article III	Union Rights	.....	8
3.1	Meetings and General Information	.....	8
3.2	Notices	.....	8
3.3	Publicity	.....	8
3.4	Accessible Policies	.....	8
3.5	New Employees	.....	8
3.6	Dues Deduction	.....	9
3.7	Fair Share	.....	9
Article IV	Working Conditions	.....	11
4.1	Emergency Early Dismissal and School Closings	.....	11
4.2	Employee Absence	.....	11
4.3	Duty Free Lunch	.....	11
4.4	Paychecks	.....	12
4.5	Mileage	.....	12
4.6	Activity Passes	.....	12
4.7	Vaccinations	.....	12
4.8	Licensing and Coursework Reimbursement	.....	12
4.9	In-Service	.....	12
4.10	Holiday: 12 month ESP	.....	13
4.11	Work Day	.....	13
4.12	Work Year	.....	14

4.13	Extra Trips/Shuttle Trips	14
4.14	Overtime	15
<b>Article V</b>	<b>Vacancies and Assignments</b>	<b>16</b>
5.1	Vacancy Notices	16
5.2	Interview	16
5.3	Bus Route Assignments	16
5.4	Assignment	16
5.5	Involuntary Transfer	16
<b>Article VI</b>	<b>Benefit Leave</b>	<b>17</b>
6.1	Sick Leave	17
6.2	Definition of Sick Leave	17
6.3	Emergency Circumstances	17
6.4	Personal Leave	17
6.5	Bereavement Leave	18
6.6	Association Leave	18
6.7	Leave of Absence	18
6.8	Leave Deduction	18
6.9	Flex Time	19
6.10	Jury Service	19
6.11	Professional Leave	19
6.12	Vacation	19
<b>Article VII</b>	<b>Evaluation Procedure</b>	<b>20</b>
7.1	Evaluation and Job Description	20
7.2	Documentation	20
7.3	Response	20
7.4	Grievance Limitation	20
<b>Article VIII</b>	<b>Disciplinary Procedure</b>	<b>21</b>
8.1	Probationary Status	21
8.2	Progressive Disciplinary	21
8.3	Just Cause	21
8.4	Disciplinary Notice	21
<b>Article IX</b>	<b>Reduction in Force</b>	<b>22</b>
9.1	Definition of Seniority	22
9.2	Categories of Position	22
9.3	Seniority Tie-Breakers	22

9.4	Termination of Seniority	22
9.5	Leave and Layoff	23
9.6	Seniority Lists	23
9.7	Reduction in Force	23
<b>Article X</b>	<b>Insurance</b>	<b>24</b>
10.1	Insurance	24
10.2	Life Insurance	24
<b>Article XI</b>	<b>Grievance Procedure</b>	<b>25</b>
11.1	Definition	25
11.2	Time Limits	25
11.3	Procedure	25
11.4	Arbitrator Authority	26
11.5	Costs	27
11.6	Conditions	27
11.7	Representation	28
11.8	No Reprisal	28
11.9	Records	28
11.10	No Precedent	28
11.11	Single Forum	28
<b>Article XII</b>	<b>Effect of Agreement</b>	<b>29</b>
12.1	Duration	29
12.2	No Strike	29
12.3	Complete Understanding	29
12.4	Superiority of Agreement	29
12.5	Severability	29
12.6	Individual Contracts	29
	Execution	30
<b>Appendix A</b>	<b>Wages</b>	<b>31</b>
	2013-2014 Appendix A	31
	Appendix A after 2013-2014	34

## **Article I Recognition**

### **1.1**

The Board of Education of Abingdon-Avon Unit School District #276, Knox County, Abingdon, Illinois, after this referred to as the Board, hereby recognized the Abingdon-Avon Education Associations (IEA-NEA), after this referred to as the Association, as the exclusive and sole negotiation agent for all regularly employed non-certified personnel, excluding the Superintendent, Principals, Assistant Principals, Unit Secretary, Board Treasurer (bookkeeper), Technology Director, Assistant Director of Technology, Technology Integration Specialist, Transportation/Building Director, Food Service Director, Curriculum Director, and other supervisory, confidential, or management employees excluded under the Illinois Educational Labor Relations Act. Before Board files additional exclusions, it must notify the Association.

### **1.2**

The term “employee” when used hereinafter in this Agreement shall refer to all regularly employed full-time and part-time non-certified, non-excluded employees. The term “employee” or “Bargaining Unit Member” includes any person holding positions included in the Recognition Clause.

### **1.3**

The Board agrees not to negotiate with any *non-certified employee* organization other than the Association for the duration of this agreement. Further, the Board agrees not to negotiate with any *non-certified and represented employee* individually during the period covered by this Agreement on items specified in this Agreement.

## **Article II Negotiations Procedure**

### **2.1 Scope**

The parties agree that their duly designated representatives shall negotiate in good faith. Good faith, for the purposes of this Agreement, is defined as meeting and discussing at reasonable times and reasonable places and reducing agreements to writing. It does not imply acquiescence or concession to either party's demands either in whole or in part. The Association and Board agree to negotiate with respect to salaries, fringe benefits, negotiations, grievance procedures, and other items and conditions of employment as contained in this Agreement.

### **2.2 Demand to Bargain**

Negotiations for a successor agreement shall begin after written request has been received by the board from a duly certified representative unit within a time window recognized by the Illinois Educational Labor Relations Act. All items proposed for negotiations shall be presented in writing by both parties at the first session and after that shall not be expanded.

### **2.3 Authority to Negotiate**

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed. Upon final agreement, the entire contract shall be submitted to the Association for ratification within seven (7) calendar days and subsequently to the Board for adoption.

### **2.4 Representatives**

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

### **2.5 Meetings Closed**

Bargaining sessions shall be closed to the public. Dates of the meetings shall be determined by mutual agreement. The parties may mutually agree to extend a meeting.

### **2.6 Impasse Procedures**

Either party may declare that an impasse exists in accordance with all appropriate laws.

## **2.7 Originals**

There shall be two (2) signed copies of any final agreement – one copy shall be retained by the Board and one copy by the Association.

## **2.8 Contract Availability**

Within forty-five (45) days after the teams' chief negotiators approve the proof copy of the Agreement, the Board shall make available to all staff members a copy of the proofed agreement.

## **Article III Union Rights**

### **3.1 Meetings and General Information**

Upon receiving approval from the building Principal or Unit Superintendent, the Association shall have the right to use the school buildings for meetings and transact official Association business at a time when school is not in session provided that such meetings do not interfere with instructional and/or extracurricular programs. Prior to meetings, permission for areas to be used shall be sought from the Superintendent.

### **3.2 Notices**

The President of the Association shall receive written or electronic notice of all regular and special Board meeting agendas. Said notice shall be posted by or before 48 hours preceding Board meetings, except in the event of a continued or emergency meeting. A written copy will be made available upon request. A copy of the board unofficial meeting summary will be available within five (5) school days of such meeting.

The Association may use employee school mailboxes and employee workroom bulletin boards for Association matters. The Association may use the District copy machine, fax machine, and technology resources.

### **3.3 Publicity**

No school board member, no Association member or administrators' views on matters relating to supervisor-employee, school board-employee, or school board-administrator relationships will be discussed in the presence of students.

### **3.4 Accessible Policies**

The Board shall furnish the Association with a copy of the District's annual financial statement, annual budget and annual audit within five (5) days of a request. A Board policy manual shall be made accessible to the Association. Upon request, one (1) copy of any or all of the existing Abingdon-Avon Community Unit School District #276 employment policy handbook(s) shall be made available to any employee free of charge. This Agreement shall be made available on the District's website within thirty (30) days of completed ratification and adoption by both parties.

### **3.5 New Employees**

Name, position, building and employment status of new employees shall be communicated in writing to the Association President not later than ten (10) days after the employee begins work or action is taken by the board to hire such employee, whichever occurs first.



### **3.6 Dues Deduction**

The Board agrees to deduct Association dues from the paychecks of Association members beginning with the first pay date in October in sixteen (16) equal installments upon receipt of a dues check-off authorization form furnished by the Association and signed by the member. Authorization statements must be signed and delivered to the Board prior to September 15 of each academic year. The Board shall remit to the Association within five (5) banking days all monies so deducted, accompanied by a list of employees from whom deductions were made.

### **3.7 Fair Share**

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 Association or pay a fair share fee to Association, the amount of which will be determined by Association but will not exceed that which is uniformly required of members of Association, including local, state and national dues.

In the event that the bargaining unit member does not pay his/her fair share fee directly to Association by a date certain as established by Association, Board shall deduct the fair share fee from the wages of the non-member. Board shall pay the fee to Association no later than ten (10) days following deduction.

In the event of any legal action against Board or its agent(s) is brought in a court or administrative agency because of Board's compliance with this Article, Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A. Board or its agent(s) gives immediate notice of such action in writing to Association and permits Association intervention as a party if it so desires; and
- B. Board or its agent(s) gives full and complete cooperation to Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

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

It is expressly understood that this hold 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.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenant or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, object to the payment of a fair share fee to the Association.

Upon proper substantiation and collection of fees, an Employee who chooses not to pay fair share fee may instead direct the amount paid to a mutually agreeable non-religious charitable organization as per Association policy and the rules and Regulations of the Illinois Educational Labor Relations Board.

**Article IV  
Working Conditions**

**4.1 Emergency Early Dismissal and School Closings**

On days when students are dismissed early due to emergency, employees will be permitted to leave after they have fulfilled all essential duties. Employees will be paid for actual hours worked. Administrators shall have discretion to assign as many employees as necessary to stay beyond student dismissal time in order to attend to essential tasks of the school. If school is fully cancelled for a regularly scheduled school day, no benefit day previously arranged by an employee will be deducted for the day, but the employee will not be paid for the day unless they perform services for the school district.

Drivers and transportation aides for special education or trip routes shall be paid one (1) hour rate when trip/special education route has been cancelled after the driver or aide has reported to work.

When the school is closed to students due to inclement weather or emergency situations, employees shall not be required to report for duty. Every effort will be made to release notification of school closing by 6:00 a.m. Night shift employees will not be required to report to work if school is dismissed early or is cancelled entirely unless there is an evening event.

**4.2 Employee Absence**

In the event of an employee absence, the principal shall attempt to hire a substitute. If no substitute is available, the principal may seek a volunteer employee, or if no volunteer is willing, assign an employee to cover.

**4.3 Duty Free Lunch**

Hourly employees who are scheduled to work more than five (5) consecutive hours per day shall be entitled to a thirty (30) minute duty free lunch period and two breaks not to exceed ten (10) minutes each. Positions requiring coverage during an employee's lunch will be scheduled by building administrator, except in cases of emergency.

Food service workers shall receive a meal without charge. Specifically excluded from "food service workers" are cashiers, lunchroom supervisors and custodians.

#### **4.4 Paychecks**

Paychecks will be issued every other Friday during periods when paychecks are issued. Employees shall have the option of being paid on a twelve (12) month basis. To elect twelve (12) month pay, an employee must submit a written election to the District office not later than September 1 of the school year of such election.

#### **4.5 Mileage**

The school nurse will be paid a lump sum of \$500 to partially cover his or her driving expenses. All other employees will be provided with a District vehicle when required to travel within District in order to complete duties (unless the assignment is on the way home). If no vehicle is available, the employee will be reimbursed at the IRS rate for mileage.

#### **4.6 Activity Passes**

Board shall provide to each regularly employed active employee an activity pass for free admission to all regularly scheduled home school district events for the employee, the employee's spouse, and the employee's children. District shall not be required to provide free admission on an Activity Pass for any game for which they are not in complete control of admission fees or otherwise not permitted to waive

#### **4.7 Vaccinations**

Free voluntary vaccination of the Hepatitis B Vaccine for any employees at risk of occupational exposure shall be provided upon prior approval from the Superintendent.

#### **4.8 Licensing and Coursework Reimbursement**

Should an employee (other than a new employee) be required by the district to procure or renew a Food Sanitation License, commercial driver's license, or other coursework, the Board shall pay the actual cost of renewing the license or course. Employees shall be reimbursed upon providing the Board with appropriate receipts. Nothing in this paragraph shall require the Board to reimburse an employee for a license in order to voluntarily change or acquire jobs. Superintendent must approve course or application prior to employee enrollment.

#### **4.9 In-Service**

When an employee is required by the employer to attend a training session or in-service or other educational experience outside the District, the employer shall pay costs of necessary meals and lodging. If available, the employee shall take a school district vehicle to attend such trainings. If no District vehicle is available, the school district

will reimburse the employee actual mileage incurred on the employee's vehicle to be paid at the IRS rate present at the time of such use. Non-certified staff will be paid for all mandatory meetings required by the Board of Education.

#### **4.10 Holiday: 12 month ESP**

Twelve (12) month employees shall be entitled to the following paid holidays if school is not in session:

- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- President's Day
- Good Friday
- Monday after Easter
- Memorial Day
- July 4th

It shall be exclusively within the Board's discretion which days are school days, and on which days the holidays are exercised. If school is in session on one of the foregoing days, the days will be paid exclusively for time worked. Any employee who is required to work an assignment on a school holiday when students are not in attendance shall be compensated at a rate of one and one-half (1.5) times his or her regular hourly rate of pay.

#### **4.11 Work Day**

The normal employee minimum school work day for regularly employed employees will be as follows for the following classifications. The school board may add additional work hours at their discretion. Nothing in this article shall be read to prevent the school district from performing an applicable reduction in force.

Bus Drivers	3.5 hours for regular bus routes
Clerical Aides	4 hours
Cooks/Food Service	Varies
Custodians	8 hours

Instructional Aides/Title I Aides	4 hours
Maintenance	8 hours
Media Aides	5 hours
One-on-One Aides	As needed
School Nurse	7 hours
Secretaries	7.5 hours
Transportation Aides	As needed

#### **4.12 Work Year**

The normal employee minimum school work year for employees will be as follows for the following classifications. The school board may add additional work days at their discretion. Nothing in this article shall be read to prevent the school district from performing an applicable reduction in force.

Bus Drivers	174 Days
Clerical Aides	195 Days
Cooks/Food Service	170 Days
Custodians	260 Days
Instructional Aides/Title I Aides	174 Days
Maintenance	260 Days
Media Aides	174 Days
One-on-One Aide	As needed
School Nurse	174 Days
Secretaries	195 Days
Transportation Aides	174 Days

#### **4.13 Extra Trips/Shuttle Trips**

- A. Extra trips shall be paid at the rate in the attached schedule in appendix.
- B. Drivers shall be allowed to select trips on a rotational basis by seniority. Available trips shall be posted on a monthly basis and shall remain open until everyone has a chance to pick or refuse a trip. Once a driver has selected a trip, the driver returns to the bottom of the list. If a driver refuses a trip or a shuttle trip, the driver returns to the bottom of the list. If the driver's trip or shuttle trip gets cancelled, the driver returns to the bottom of the list. Trips and shuttle trips shall be on a voluntary basis unless there are no volunteers.
- C. A written record of the assignments shall be kept by the administrator or his or her designee, who shall not be a member of the bargaining unit.

- D. If a trip or shuttle trip is cancelled after a bus driver is scheduled for an extra trip or shuttle trip with less than sixty (60) minutes' notice from scheduled departure time, he or she shall be compensated for one (1) hour extra trip pay.
- E. While on a trip or shuttle trip, the teacher, sponsor, or coach shall be responsible for the students.
- F. A trip shall be called a shuttle trip when it is in between district buildings and does not occur on a regular basis. It shall not be included in the extra trip rotation. Shuttle trips will be placed on their own rotation schedule, this distinguishes that there are two schedules: extra trip and shuttle trip. Any trip between district buildings that occurs on a daily basis is considered to be a regular route and is not part of the rotation.
- G. Non-bargaining unit drivers, including administrators, may drive extra trips or shuttle trips only after all bargaining unit drivers have been offered the trip and have refused.

#### **4.14 Overtime**

Overtime in excess of forty (40) hours of work in a week shall be paid at one and one-half (1.5) times the employee's regular pay rate. No employee shall perform overtime duties without prior permission of his or her supervisor.

Weekend and overtime maintenance and custodial work shall be offered on a rotational basis to employees within the appropriate classification. Two (2) rotational lists based upon location will be kept: one list for Abingdon buildings, and one list for Avon Buildings. If no volunteer can be found from either list, such work will be assigned on a rotational basis from the appropriate building location list. During an emergency situation, if no volunteers are on the appropriate list, the District will assign based upon need.

**Article V**  
**Vacancies and Assignments**

**5.1 Vacancy Notices**

The Superintendent shall post in all buildings and send to the Association President a notice of non-certified vacancies for which candidates are being sought as they occur, accompanied by a description which will give position title and location, and application closing date. During the summer, vacancy notices shall be posted in the central administrative office, on the school web site and e-mailed to the Association President. Job vacancies shall remain posted until the job is filled or the position eliminated.

**5.2 Interview**

Should a vacancy occur, current Bargaining unit members, regardless of category, shall have the right to apply for the vacancy. An employee who satisfies the minimum job requirements and makes timely application for a posted vacancy shall be granted an interview for the position before it is filled.

**5.3 Bus Route Assignments**

The senior bus driver will have the right of first refusal when a route becomes open.

**5.4 Assignment**

An employee assigned involuntarily to a new position will be provided appropriate training if necessary to perform duties assigned.

**5.5 Involuntary Transfer**

Upon complete execution of Article 5.1, if no employee chooses to move to the open/new position and no appropriately qualified internal or external candidates are available, the least senior person within that classification will be moved to the position. Under no circumstances shall an employee who is involuntarily transferred suffer a loss of pay or benefits without proper reduction in force notification. In the case of reduction in force following involuntary transfer to another job category, an employee shall retain bumping rights in his or her original job category.



## **Article VI Benefit Leave**

### **6.1 Sick Leave**

Each employee shall be entitled to a total of fifteen (15) sick leave days. For those working less than one hundred seventy (170) days, sick leave will be prorated to the closest whole number. Sick leave may be used for personal illness, quarantine at home, or serious illness or death in the immediate family (as defined in Section 24-6 of The School Code) or household. Upon request, the employee will explain in writing to the Superintendent, the reason for absence caused by sickness in the immediate family. Sick leave may be accumulated to a total of two hundred forty (240) days.

Each employee employed during the 2013-2014 school year shall be entitled to an additional 5 sick leave days during that year, which shall be immediately available for use.

### **6.2 Definition of Sick Leave**

“Sick,” for purposes of utilizing sick leave, shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or the birth, adoption, or placement for adoption by the employee and/or spouse. For purposes of birth, adoption or placement for adoption; employees may utilize available sick leave benefits for up to thirty (30) school days immediately following any birth, or placement of an adopted child in their home. On those days that attendance at school is not required, sick leave benefits shall not be deducted from the employee.

### **6.3 Emergency Circumstances**

Board may grant, with Association approval, such excess sick leave to an employee as it deems appropriate and necessary when extreme, unusual and/or emergency circumstances exist. If appropriate, Board may request voluntary contribution of sick leave from other employees.

### **6.4 Personal Leave**

Three (3) personal leave days per year for all bargaining unit members shall be granted for personal leave. Unused personal days shall accumulate as sick leave. Requests for personal leave shall be made to the appropriate principal/supervisor forty-eight (48) hours in advance of the day for which the leave is requested. Building administrator may make exceptions in cases of emergency.

## **6.5 Bereavement Leave**

At the beginning of each school year, each employee shall be granted up to two (2) days of death bereavement leave per incident. Bereavement leave may be used in connection with the death of a member of the employee's immediate family or household as defined by law relevant to sick leave, shall not accumulate, and shall be lost at the end of the year.

An employee shall be allowed to use a maximum of two (2) sick leave days per year for bereavement of persons other than immediate family and household.

## **6.6 Association Leave**

The Association (as a whole) shall be granted total release time not to exceed four (4) days during the school year for Association business. Said release time is not to be deducted from sick leave or personal leave. The Board will pay no expenses to the Association. The Association will pay the salary for a substitute and give a forty-eight (48) hour notice.

## **6.7 Leave of Absence**

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

Each approved leave of absence shall be the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for the students.

Leave may be granted (at Board discretion) for:

1. military service;
2. maternity, paternity or adoption;
3. childcare leave;
4. other reasons acceptable to the Board

## **6.8 Leave Deduction**

Sick, personal and vacation leaves may be deducted from the employee's accumulated total in increments of one-quarter (1/4) day by mutual agreement.

## **6.9 Flex time**

With the prior authorization of the supervisor, alteration of the designated work-day (flex time) may be used by the ESPs to gain free time to meet non-work related commitments.

## **6.10 Jury Service**

An employee serving jury duty may be excused during his/her schedule working hour without loss of salary, loss of benefits, or loss of contractual advantage, provided the District is reimbursed the per diem amount excluding expenses, received by the employee while on jury duty.

## **6.11 Professional Leave**

Each employee shall have the right to request professional days each year. Requests for professional leave must be submitted in writing to the building administrator at least five (5) school days prior to the intended use of the time. The building administrator retains sole and exclusive discretion for acceptance or rejection of any and all professional days. Such leave shall not be deducted from the employee's pay, but shall not result in any additional compensation or additional paid leave days, whether during or after the school year.

## **6.12 Vacation**

Each full-time 12-month employee shall be entitled to paid vacation per year as follows:

Upon Hire = 2 weeks  
After 5 years worked = 3 weeks  
After 10 year worked = 4 weeks

Vacation time usage must be prior approved by the supervisor and may be taken anytime during the year.

## **Article VII Evaluation Procedure**

### **7.1 Evaluation and Job Description**

#### **7.1.1 Evaluation Notice**

Employees shall be evaluated pursuant to a non-certified employee evaluation at least once every two (2) years. Employees shall receive a copy of the evaluation tool, notice of their primary evaluator, and a copy of the employee's job description within thirty (30) days of employment. If an employee's primary evaluator is changed, he/she will be notified within five (5) days of the change. If an employee's job description is changed, he/she will be notified within five (5) days of the effective date of the change. If an employee is required to assume a new duty, additional training will be provided if necessary.

#### **7.1.2 Evaluation Procedure**

Board will bargain collectively with Association as to the procedural components of evaluation.

#### **7.1.3 Management Rights**

Nothing contained in this Article shall limit the rights of the administration to evaluate an employee's performance of assigned duties.

### **7.2 Documentation**

An evaluator shall meet with the employee he or she is evaluating after conducting an evaluation. Any observation which is used to evaluate an employee shall be reduced to writing and an attempt shall be made to discuss the same with the employee prior to placement of documentation in the employee's personnel file. A copy of each formal written evaluation shall be given to the employee and a copy shall be placed in the employee's personnel file.

### **7.3 Response**

Every employee shall have the right to submit a written response to his or her evaluation which shall be attached to and included with the evaluation whenever that evaluation is presented.

### **7.4 Grievance Limitation**

Grievances regarding evaluations shall be limited to specific procedural violations.

**Article VIII**  
**Disciplinary Procedure**

**8.1 Probationary Status**

Newly hired employees shall be deemed on probationary status for ninety (90) days. Probationary employees may be dismissed at will.

**8.2 Progressive Discipline**

Progressive discipline may be applicable to certain disciplinary situations for non-probationary employees. Progressive discipline, where applicable, is intended to correct employee deficiencies and shall consist of any or all of the following:

Verbal warning  
Written warning  
Suspension without pay  
Discharge for cause

The District shall endeavor to engage in progressive discipline wherever possible, but reserves the right to skip steps or deliver a more serious disciplinary consequence for behavior which warrants more serious consequences, including, but not limited to, discharge for cause.

**8.3 Just Cause**

No non-probationary employee shall be disciplined without just cause.

**8.4 Disciplinary Notice**

When an employee is required to appear before the Board or an administrator to discuss their employment with the school district, the employee shall be given at least twenty-four (24) hours prior written notice of the reasons for such meeting or interview (unless the severity of the offense requires immediate action) and be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

**Article IX**  
**Reductions in Force**

**9.1 Definition of Seniority**

Seniority shall be defined as the length of continuous full-time service in the category, commencing with the employee's first working day as a regular employee. Part-time seniority will be pro-rated. To receive a full year credit, regular employees must work at least 120 days during the year in question.

**9.2 Categories of Position**

Seniority shall be the sole and controlling factor for lay-off and recall of ESPs within job categories in the bargaining unit, as the terms seniority and job categories are defined in this Agreement. Job categories shall consist of the following:

1. Bus Drivers
2. Clerical
3. Cooks / Food Service
4. Custodians
5. Instructional Aides/Title I Aides
6. Maintenance
7. Media Aides
8. One-on-One Aide
9. School Nurse
10. Secretaries
11. Transportation Aides

Seniority shall accrue exclusively within the category of service and shall not be retained within a category upon transfer to another category.

**9.3 Seniority Tie-Breakers**

Ties in seniority among employees shall be broken in the following order:

1. The most total seniority (all job categories included) with the District
2. Total continuous and non-continuous District working experience.
3. Alphabetical order by last name.

**9.4 Termination of Seniority**

Seniority terminates upon the following:

1. Resignation;
2. Discharge for cause;
3. Retirement;

4. Expiration of recall rights
5. Failure of the employee to return to work at the expiration of an approved leave of absence or recall when appropriately served with notice.

#### **9.5 Leave and Layoff**

Seniority is retained, but does not accrue, during leaves of absence or layoff within the recall period.

#### **9.6 Seniority Lists**

A seniority list shall be prepared annually by the Board in accordance with this Article. No later than February 1, the Board shall post the list in each building and in the Administration Office and shall deliver a copy to the Association.

Protests over seniority must be made in writing to the Superintendent within twenty (20) calendar days after the list is posted. Protests over placement or positioning of employees on the seniority list shall not be subject to grievance procedure, which is explicitly waived for purposes of this provision. Any protest not filed within twenty (20) calendar days of the posting of the list shall be waived and shall not be further processed.

#### **9.7 Reductions in Force**

Reduction in the number of employees within a job category covered by this Agreement shall be made in reverse order of seniority with the least senior employee within the category being laid-off first.

Recall right for affected Bargaining Unit members shall be in accordance with the *Illinois School Code*.

**Article X**  
**Insurance**

**10.1 Insurance**

The Board will pay 95% of the employee single health premium for employees who are regularly employed and entitled to be paid 30 or more hours per week in accordance with the legally required Affordable Care Act computation method.

If available by the carrier, employees new to the District who elect to be covered at the time of employment shall be covered as of their first day of District employment.

Any Association member who is dismissed due to a Reduction in Force occurring at the end of a school year shall continue to be covered through August. Those employees leaving the District and who remain on the payroll through August shall have insurance coverage continued through August.

The Board shall implement a Section 125 Plan no later than the 2014-2015 school year to allow the family portion of insurance premiums to be tax-sheltered, subject to IRS regulations.

The Board shall not change insurance carriers without prior consultation with the Association. Such consultation shall not be interpreted to require bargaining, which is expressly waived. The Board retains the right to make any change following consultation.

**10.2 Life Insurance**

The Board shall pay the premium for term life insurance in the amount of \$30,000.00 for all employees who qualify for health insurance.



## **Article XI Grievance Procedure**

### **11.1 Definition**

Any claim by the Association, an employee, or a group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

### **11.2 Time Limits**

All time limits shall consist of school 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 weekdays.

### **11.3 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. Therefore, nothing contained herein shall be construed as limiting the right 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 this Agreement. If any adjustment is made, a second meeting will be held if the grievant so requests to discuss said adjustment in the presence of an Association representative. However, if such informal processes fail to satisfy the employee, a grievance may be processed in the following steps:

#### **11.3.1 Step 1**

The grievant or Association shall present the grievance in writing within twenty (20) days of the time the grievant or Association knew or should have known the occurrence of the event, specifying the Article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall provide a written answer to the grievance of the aggrieved employee within twenty (20) days after the receipt of the grievance.

#### **11.3.2 Step 2**

If the grievance is not resolved in Step 1, the grievant or Association may refer the grievance to the Superintendent or official designee within ten

(10) days after receipt of the Step 1 answer. The Superintendent shall arrange 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 response.

### **11.3.3 Step 3**

If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may submit the grievance to the Board within ten (10) days after the receipt of the Superintendent's written response. The Board shall allow the grievant to present his/her case to the Board, in executive session, at the next regularly scheduled Board meeting, provided the Board had at least ten (10) days notice of the appeal before said regularly scheduled meeting. If the Board has less than ten (10) days notice of said appeal, the grievance shall be heard at a Special meeting to be called within fifteen (15) days of the filing of said appeal. If the appeal to the Board is not filed within ten (10) days of the Step B response, the grievance shall be deemed withdrawn.

### **11.3.4 Step 4**

If the Association is not satisfied with the disposition of the grievance at Step 3 or ten (10) days have passed without issuance of the Board's decision, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as administrator of the proceedings. Upon mutual agreement, the Expedited Arbitration Rules of the AAA shall be used. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 3 decision, then the grievance shall be deemed withdrawn.

## **11.4 Arbitrator Authority**

The arbitrator in his/her opinion shall not amend, modify, nullify, ignore, nor add to the provision of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the Board and the Association, and his/her decision must be based only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

## **11.5 Costs**

Each party shall bear the full costs for its representation in the grievance procedure. If the presence of a court reporter is requested, the requesting party shall bear the full cost of the reporter. If both parties request the presence of a court reporter, the costs shall be shared equally. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided between the Board and the Association. If an arbitrator has been selected and an arbitration hearing set, any party postponing that hearing shall bear the full cost, if any, of that postponement, unless otherwise agreed.

## **11.6 Conditions**

Failure of an employee or the Association to act on any grievance within the prescribed time limits will bar any further appeal. Time limits may be extended only by mutual written consent.

- 11.6.1** The grievant and the Board may mutually agree to expedite any or all of Steps 1 through 4 by waiving or decreasing the time limits set forth in those steps.
- 11.6.2** Step 1 of the grievance procedure may be bypassed and the grievance brought to Step 2 if mutually agreed upon by the employee and the Superintendent.
- 11.6.3** If the Board representative at Steps 1 and 2 is the same person, Step 2 may be waived.
- 11.6.4** Any investigation, handling or processing of any grievance by the grievant shall be conducted so that the instructional programs and related work activities of the grievant or staff are not interrupted whenever practicable.
- 11.6.5** With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meeting specified in 12.6.3.
- 11.6.6** Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at 12.6.2.

### **11.7 Representation**

The Board acknowledges the right of the employee to have an Association representative present, if the grievant requests one, at Steps 2, 3, and 4. No employee shall be required to discuss any grievance if the Association representative is not present, if a representative is requested.

### **11.8 No Reprisal**

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

### **11.9 Records**

Grievances shall be filed separately from the personnel files of the employees.

### **11.10 No Precedent**

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

### **11.11 Single Forum**

If the Association files any claim of complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the said claim or set of facts through the grievance procedures.

**Article XII**  
**Effect of Agreement**

**12.1 Duration**

This Agreement shall become effective upon signing, for employees and shall continue for five years in duration, beginning July 1, 2013, and concluding June 30, 2018.

**12.2 No Strike**

During the term of this Agreement, the Association and each employee represented by the Association agree that they will not, during the term of this Agreement, directly or indirectly engage in or assist in a strike, slowdown, use of leave in concert by bargaining unit members, or other refusal to render full and complete services to the Board.

**12.3 Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding between parties. It is understood that all rights, powers, and authority of the board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall not take any action which shall violate any of the specific provisions of this Agreement.

**12.4 Superiority of Agreement**

This Agreement supersedes and nullifies all previous written and verbal negotiation agreements between the Board and the Association.

**12.5 Severability**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in effect. Should any additional modification or change be made in this Agreement, it shall be necessary that the parties mutually agree to them in writing.

**12.6 Individual Contracts**

The terms and conditions of this Agreement shall be the terms and conditions of individual contracts of members of the Bargaining Unit.

This Agreement is signed this 10<sup>th</sup> day of Sept., 2014.

**IN WITNESS WHEREOF:**

**For the Abingdon-Avon Teachers Association, IEA/NEA**

Ayrene Batson President  
Paul Combs Secretary

**For the Board of Education, Abingdon-Avon Community Unit School District No.**

276  
Sharon M Lomay President  
Janne A Serven Secretary

**Appendix A**  
**Wages (2013-2014)**

1. The starting wage for all non-certified employees except bus drivers will be \$9.60/hour.
  - a. **Longevity** calculation:
    - i. Employees from the former Avon C.U.S.D. #176 shall earn a \$0.10 increase in wages during the length of the agreement or until any such employee's wages are matched by other employees of like experience, at which point the standard longevity and rate increase calculations will apply
    - ii. All other employees will be subject to the following calculation for longevity:
      1. (Years of service – 1) x \$0.25 until benchmark + starting wage
      2. Benchmark = \$12.00
    - iii. Employees who exceed benchmark wage will earn a \$1.00 increase in wage for 2013-2014, and rate increase only thereafter
    - iv. Employees who would otherwise suffer a loss by way of the longevity calculation will instead receive a \$0.10 increase in wages during 2013-2014 (and the standard rate increase thereafter).
  - b. After establishment of new wages using the Longevity Calculation in a, above, for the Abingdon-Avon C.U.S.D. #276, the Longevity Calculation shall extinguish and be severed from the agreement.
  - c. **Rate increases** shall be as follows:<sup>1</sup>
    - i. \$0.27 for 2014-2015;
    - ii. \$0.27 for 2015-2016;
    - iii. \$0.27 for 2016-2017; and
    - iv. \$0.27 for 2017-2018.
2. The starting wage for bus drivers will be \$11.20/hour.
  - a. **Longevity** calculation
    - i. Employees from the former Avon C.U.S.D. #176 shall earn a \$0.10 increase in wages during the length of the agreement or until any such employee's wages are matched by other employees of like experience, at which point the standard longevity and rate increase calculations will apply
    - ii. All other employees will be subject to the following calculation for longevity:
      1. (Years of service – 1) x \$0.25 + starting wage
    - iii. Employees who would otherwise suffer a loss by way of the longevity calculation will instead receive a \$0.10 increase

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<sup>1</sup> Former Avon employees shall earn \$0.10 increases annually in lieu of standard rate increases throughout the term of the Contract.

in wages during 2013-2014 (and the standard rate increase thereafter).

- b. After establishment of new wages using the Longevity Calculation in a, above, for the Abingdon-Avon C.U.S.D. #276, the Longevity Calculation shall extinguish and be severed from the agreement.
  - c. **Rate increases** shall be as follows:<sup>2</sup>
    - i. \$0.27 for 2014-2015;
    - ii. \$0.27 for 2015-2016;
    - iii. \$0.27 for 2016-2017; and
    - iv. \$0.27 for 2017-2018.
3. The starting wage for the maintenance worker position will be \$13.50/hour.
4. The starting wage for the nurse (s) position will be \$18.75/hour.

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<sup>2</sup> Former Avon employees shall earn \$0.10 increases annually in lieu of standard rate increases throughout the term of the Contract.



Examples for purposes of illustration of Longevity Calculation (to be severed from contract after 2013-2014):

1. Employee A earns \$10.99/hour with 17 years of service during the 2013-2014 school year. Due to longevity calculation, she will earn \$12.00/hour, because her wage will reach the benchmark  $((17 \text{ years of service} - 1) \times .25 = 4.00 + 9.60 = \$13.60)$ , so Employee A will earn the benchmark wage of \$12.00/hour in retroactive pay for 2013-2014. Employee A will earn \$12.27/hour for 2014-2015, \$12.54/hour for 2015-2016, \$12.81/hour for 2016-2017, and \$13.08/hour for 2017-2018.

2. Employee B earns \$8.55/hour with 3 years of service during the 2013-2014 school year. Due to longevity calculation, he will earn \$10.10/hour  $((3 \text{ years of service} - 1) \times .25 = $.50 + $9.60 = $10.10)$  in retroactive pay. Employee B will earn \$10.37/hour for 2014-2015, \$10.64/hour for 2015-2016, \$10.91/hour for 2016-2017, and \$11.18/hour for 2017-2018.

3. Employee C was formerly employed at Avon C.U.S.D. #176 and earns \$17.93/hour with 3 years of seniority. Employee C will earn \$18.03 per hour  $(\$17.93/\text{hour} + \$0.10)$  in retroactive pay for the 2013-2014 school year. Employee C will earn \$18.13/hour for 2014-2015, \$18.23/hour for 2015-2016, \$18.33/hour for 2016-2017, and \$18.43/hour for 2017-2018.

4. Employee D was formerly employed at Abingdon C.U.S.D. #217 and earns \$16.99/hour with 21 years of seniority. Due to longevity calculation, she would have earned \$16.20/hour,  $(21 \text{ years of service} - 1) \times .25 = 5.00 + 11.20 = \$16.20$ ; however, since she would otherwise have to take a pay decrease she will instead receive a .10 increase in year 1. Employee D will earn \$17.09/hour  $(\$16.99/\text{hour} + \$0.10)$  in retroactive pay for the 2013-2014 school year. Employee D will earn \$17.36/hour for 2014-2015, \$17.63/hour for 2015-2016, \$17.90/hour for 2016-2017, and \$18.17/hour for 2017-2018.

5. Employee E is a non-certified nurse formerly employed at Abingdon C.U.S.D. #217 with 3 years of seniority. Employee E will earn \$19.25 per hour  $((3 \text{ years of service} - 1) \times .25 + \$18.75)$  in retroactive pay for the 2013-2014 school year. Employee E will earn \$19.52/hour for 2014-2015, \$19.79/hour for 2015-2016, \$20.06/hour for 2016-2017, and \$20.33/hour for 2017-2018.

**Appendix A  
Wages (2014-2018)**

**Wages are negotiated with each successor contract. Rate increases, if any, are identified below.**

1. The starting wage for all non-certified employees except bus drivers will be \$9.60/hour.
  - a. **Rate increases** shall be as follows:<sup>3</sup>
    - i. \$0.27 for 2014-2015;
    - ii. \$0.27 for 2015-2016;
    - iii. \$0.27 for 2016-2017; and
    - iv. \$0.27 for 2017-2018.
2. The starting wage for bus drivers will be \$11.20/hour.
  - a. **Rate increases** shall be as follows:<sup>4</sup>
    - i. \$0.27 for 2014-2015;
    - ii. \$0.27 for 2015-2016;
    - iii. \$0.27 for 2016-2017; and
    - iv. \$0.27 for 2017-2018.
3. The starting wage for the maintenance worker position will be \$13.50/hour.
  - a. **Rate increases** shall be as follows:
    - i. \$0.27 for 2014-2015;
    - ii. \$0.27 for 2015-2016;
    - iii. \$0.27 for 2016-2017; and
    - iv. \$0.27 for 2017-2018.
4. The starting wage for the nurse (s) position will be 18.75/hour.
  - a. **Rate increases** shall be as follows:
    - i. \$0.27 for 2014-2015;
    - ii. \$0.27 for 2015-2016;
    - iii. \$0.27 for 2016-2017; and
    - iv. \$0.27 for 2017-2018.
5. Extra trips and shuttle trips will be paid at the rate of \$11.55/hour.

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<sup>3</sup> Former Avon employees shall earn \$0.10 increases annually in lieu of standard rate increases throughout the term of the Contract.

<sup>4</sup> Former Avon employees shall earn \$0.10 increases annually in lieu of standard rate increases throughout the term of the Contract.

**Memorandum of Understanding Regarding Dental Insurance and Custodial Hours**

**WHEREAS**, on July 1, 2013, Abingdon Community Unit School District No. 217 and Avon Community Unit School District No. 176 (collectively “prior districts”) ceased to exist; and

**WHEREAS**, on July 1, 2013, all prior districts’ employees and related obligations became those of Abingdon-Avon Community Unit School District No. 276; and

**WHEREAS**, during contract bargaining for the 2013-2018 collective bargaining agreement, the Board of Education of Abingdon-Avon Community Unit School District No. 276 (“the Board”) and Abingdon-Avon Education Association (“the Association”) (collectively “the parties”) fully and completely bargained benefits and issues related to the employment of members of the Abingdon-Avon Education Association; and

**WHEREAS**, the parties fully negotiated the issue of insurance; and

**WHEREAS**, the parties fully negotiated the issue of minimum required hours for custodial employees; and

**WHEREAS**, Abingdon Community Unit School District No. 217 employees were entitled, during their employment with the same, to dental insurance provided by the board of education with 95% of the cost of the premium for single dental insurance paid by the board of education of that school district; and

**WHEREAS**, Avon Community Unit School District No. 176 employees were not entitled to dental insurance provided by or paid for by the board of education of that school district; and

**WHEREAS**, the language agreed to during negotiations requires a minimum of eight (8) assigned regular hours for custodial staff, but failed to address presently-employed part-time custodians; and

**WHEREAS**, the language agreed to during negotiations for the 2013-2018 collective bargaining agreement does not recognize that three (3) custodial employees have fewer hours than the minimum required by the agreement; and

**WHEREAS**, the parties intended that custodial hours for those three (3) custodial employees, the Board would be bound by the minimums established during the 2013-2014 school year, and not by “regular” hours established by the language; and

**WHEREAS**, during collective bargaining for the 2013-2018 collective bargaining agreement between the parties, the parties did not agree to any provision or availability of dental insurance; and

**WHEREAS**, the Association wishes to maintain dental insurance for its membership; and

**WHEREAS**, the Board desires to begin the 2014-2015 school year by unifying staff around common benefits and wishes to avoid anyone suffering a loss of dental insurance benefits during that year, but does not wish to be bound by a precedent beyond the term of the 2013-2018 collective bargaining agreement recently executed, and does not wish to otherwise disrupt that agreement; and

**WHEREAS**, the parties have reached a mutual agreement and wish to memorialize the terms in writing.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, it is agreed by and among the parties as follows:

1. **Incorporation of Preambles.** The parties find that all of the preambles contained herein are full, true and correct and do incorporate them into this Contract by this reference.

2. **Dental Insurance.** For the duration of the 2013-2018 collective bargaining agreement, extending from July 1, 2013 through June 30, 2018, the Board shall provide and pay for 95% of the cost of the premium for single dental insurance for members of the Association who are entitled under the 2013-2018 collective bargaining agreement to board paid participation in the school district's group health insurance plan in consideration for Association's agreement to paragraph 3 hereinbelow. The Board shall not be required to provide or pay for dental insurance beyond June 30, 2018 under any circumstances, foreseen or unforeseen. The Board shall not be required to provide for or pay for dental insurance during any successor bargaining agreement or extension of the 2013-2018 collective bargaining agreement.

3. **Custodial Hours.** In consideration for Board's agreement to paragraph 2 hereinabove, Association agrees to revise Section 4.11 for the term of the 2013-2018 collective bargaining agreement between the Board and the Association. Notwithstanding language in the 2013-2018 collective bargaining agreement between the parties in Article IV at Section 4.11, the parties agree and acknowledge that the school district shall not be required to assign three (3) custodians to more than four (4) hours of regular work. Employees working between four (4) hours and seven and a half (7.5) hours must be offered eight (8) hour positions as they become available, in seniority order (so that more senior employees are offered full-time positions before less-senior employees). The assignment minimum of four (4) hours shall be read and construed to be an agreement superior to the 2013-2018 collective bargaining agreement, but shall not permit the board to further reduce hours of presently working employees to less than the *status quo ante* assignment without an appropriate reduction in force, notice to the Association thereof,

and attendant bargaining if demanded by the Association. At no time during the term of the 2013-2018 collective bargaining agreement shall the District employ more than three (3) custodians in part-time positions (less than 8 hours) with the exception of summer custodial help.

4. **Status Quo.** *Status quo* for purposes of this MOU is expressly and explicitly waived, such that this agreement shall sunset on June 30, 2018. In the event the parties bargain pursuant to either a demand to bargain or other bargaining to extend this agreement or a collective bargaining agreement succeeding the 2013-2018 agreement referenced herein, the parties agree this Memorandum of Understanding shall have no effect, such that status quo shall be that Board shall not be required to provide or pay for dental insurance for any employee at any date after June 30, 2018, and custodial hours shall be as identified in the 2013-2018 collective bargaining agreement until agreement is reached to change them.

5. **Entirety and Superiority of Agreement.** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior contracts, arrangements and communications between the parties concerning such subject matter whether oral or written. This Agreement may be modified only by a writing signed and dated by all parties and attached hereto.

[this portion left intentionally blank, signature page to follow]

Dated this 22 day of October, 2014.

**BOARD OF EDUCATION OF ABINGDON-  
AVON COMMUNITY UNIT SCHOOL  
DISTRICT NO. 276**

By: Sharon M. Lomax  
Its President

ATTEST:

Jammi A. Serren  
Its Secretary

**ABINGDON-AVON EDUCATION  
ASSOCIATION, IEA-NEA**

By: Suzanne Batson  
Its President

ATTEST:

Debra Clark  
Its Secretary