

AGREEMENT BETWEEN

BOARD OF EDUCATION SCHOOL DISTRICT UNIT #9

AND SOUTHWESTERN ESP ASSOCIATION

2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024 &
2024-2025



ARTICLE I
RECOGNITION

- 1.1 The Board of Education of Community Unit School District #9, Piasa, Illinois (hereinafter referred to as the "Employer" or "Board") recognizes the Southwestern ESP Association, IEA-NEA (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all full-time and regularly employed part-time non-certificated employees (hereinafter referred to as the "Employee" or "Bargaining Unit Member"). Excluded from the bargaining unit are managerial, supervisory, and confidential employees as defined by the Illinois Education Labor Relations Act, including the administrative office secretaries, bookkeeper, head cooks, head maintenance, assistant maintenance and Director of Transportation.
- 1.2 The Board agrees to negotiate or bargain collectively with the Association as the sole and exclusive bargaining agent for those employees as designated in 1.1.

ARTICLE II
NEGOTIATIONS PROCEDURES

- 2.1 The parties agree to negotiate in good faith in accordance with the terms and procedures of the Illinois Educational Labor Relations Act and its Rules and Regulations.
- 2.2 **Negotiation Committee**
- Designated representatives of the Board and the Association, not to exceed 7 each, shall constitute the respective negotiating committees. The parties' designated representatives will have all necessary powers and authority to make and consider proposals, counter-proposals, and tentative agreements in the course of negotiations, subject to ratification by the Board and the Association, respectively.
- 2.3 **Meetings**
- Negotiations for a successor agreement shall begin after March 1 and no later than April 15 of the year that this Agreement expires, unless the parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by the parties.
- 2.4 **Exchange of Proposal**
- The parties agree to exchange initial proposals at the first designated negotiation session. No new or additional items may be introduced after the first meeting unless mutually agreed to by the parties.
- 2.5 **Agreement**
- When tentative agreement is reached on an item, it shall be reduced to writing and initialed by the parties prior to adjournment of the meeting. Tentative agreement on all items shall constitute a complete tentative agreement and shall be prepared for presentation to the Board and Association respectively for ratification.

Prior to presenting for ratification, the complete Tentative Agreement shall be proof-read by one representative from the Association and one representative from the Board.

Upon ratification, the Agreement shall be signed by the President and Secretary of the Association and the President and Secretary of the Board. It will become a part of the official minutes of both parties.

2.6 Mediation

If an agreement is not reached by June 15, either party may call for a mediator. The guidelines for mediation, as set down in the Illinois Educational Labor Relations Act and its Rules and Regulations, shall be the procedures followed by both negotiating parties. It is agreed that, if either party to this Agreement calls for mediation, the parties will jointly request the Federal Mediation & Conciliation Service to appoint a mediator from its staff.

Should Federal Mediation & Conciliation Service be unavailable, the parties shall immediately meet to select a replacement. In the event that the parties cannot agree upon a replacement after one such meeting, the Illinois Educational Labor Relations Board shall be notified.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definition

- A. Any claim by an employee, or the Association if said claim is of a class action nature or pertains to administration staff beyond the building level, that there has been violation, misinterpretation, or misapplication of the terms of this Agreement shall constitute a grievance.
- B. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, or during any school holiday or recess period, then time limits shall consist of all days that the unit office is open for business.
- C. The District ensures equal treatment of all employees regardless of race, color, national origin, age, sex, religion, or handicap. Violation of such treatment is an offense subject to this grievance procedure.
- D. The discharge of a probationary employee shall not be subject to this Article or the parties' negotiated grievance procedure.

3.2 Statement of Basic Principles

- A. Every employee covered by this Agreement, shall have the right to present grievances in accordance with these procedures, with or without representation as defined in each formal step. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of organized representatives.

- B. An employee who participates in these grievance procedures shall not be discriminated against, be subjected to discipline or reprisal because of such participation.
- C. The failure of a grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal or an administrators' failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- D. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during non-working time of personnel involved. During school hours, at the option of the Superintendent, when such hearings and conferences are held, all employees whose presence is required shall be excused with pay.
- E. Any investigation or other handling or processing of any grievance by the grieving employee or employee's organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the staff.

3.3 **Procedures**

A. **First Step**

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate superior. The employee may bypass this first step if he/she chooses.

B. **Second Step**

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and within ten (10) work days after receipt of the written grievance, the supervisor shall meet with the grievant to discuss the matter. The written grievance shall state the nature of the grievance, shall note the clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the second step must be within forty (40) work days from the date of the occurrence of the event giving rise to the grievance. The administrator or the supervisor who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the employee and the Superintendent within ten (10) work days. The employee may have a local Association building representative present.

C. **Third Step**

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within ten (10) work days of the supervisor's written decision or answer at the second step, a copy of the grievance with the superintendent and the president of the Board of Education. The aggrieved employee shall send a copy of such grievance to the Association President. Within ten (10) work days after such written grievance is filed, the aggrieved, a representative of the aggrieved, as desired, the supervisor, and the Superintendent, or designee, shall meet to resolve the grievance. The Superintendent, or designee, shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the employee, the supervisor, and the Association President. The employee, upon request to the Association, may have an Association representative present.

D. Fourth Step

If the Association is not satisfied with the disposition of the grievance at step three, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to the final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date of the Step Three answer, then the grievance shall be deemed withdrawn.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party, unless the grounds or evidence is offered for purpose of rebuttal.
2. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provision of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School Board and the Association, and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.
3. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the A.A.A. shall be divided equally between the Board and the Association.
4. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the Board and the Association.

E. Bypass to Superintendent

If the Association and the Superintendent agree, Step Two of the grievance procedure may be bypassed and the grievance brought directly to Step Three.

F. Bypass to Binding Arbitration

If the Superintendent and Association agree, a grievance may be submitted directly to binding arbitration.

G. Class Grievances

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 Step Three.

H. Association Participation - Employee Not Represented

When an employee is not represented by the Association, the Association shall reserve the right to have its local building representative present to state its views at Step Two of the grievance procedure and an Association representative present at Step Three or Four.

I. Board-Administration Cooperation

The Board and the administration shall cooperate with the Association in collecting data, provided there are not excessive costs.

J. Filing of Materials

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

K. Grievance Withdrawal

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

ARTICLE IV

EMPLOYEE AND ASSOCIATION RIGHTS

4.1 Probation

Status of Employment

Any bargaining unit member who has been employed by the District for 365 calendar days shall be deemed to be a permanent employee.

4.2 Records

Intentional falsification of records or application forms is grounds for immediate dismissal.

4.3 Discipline Procedures

Disciplinary action will be progressive based upon the severity of the infraction, and except for gross misconduct, in accordance to the following schedule. The sequence and necessity for the following steps will be determined by the Superintendent or designee depending upon the circumstances of each case subject to the grievance procedure.

1. Verbal Warning (to be signed by the employee and placed in the personnel file)
2. Written Warning
3. Suspension Without Pay
4. Discharge

4.4 Termination of Employment

A. The employment of a non-probationary employee may be terminated for just cause upon action by the Board of Education.

- B.** Prior to the dismissal of an employee who has met the probationary period as stated in 4.1, the Board or its designee shall conduct a pre-termination hearing.

The employee shall be advised in writing of the reasons for the meeting at least 24 hours in advance of such meeting, and advised of the right to an Association representative under this provision of the Agreement.

A pre-termination hearing shall be conducted as soon as possible with an IEA/NEA representative, but in no case more than three (3) work days after notification to the employee. In addition, the Board or its designee shall be given an opportunity to present his/her view of the incident(s) at the pre-termination hearing. If requested by the employee, an Association representative may be present at such pre-termination hearing.

- C.** Nothing in this section shall prohibit the Board or its designee from immediately removing an employee from the work site for gross misconduct pending a pre-termination hearing as described in 4.4.

4.5 Right of Representation

When an employee is required to appear before the Board or administration concerning any matter which could lead to his/her dismissal or loss of salary, the employee shall be entitled to have a local representative present. Further, when an employee is required to appear before the Board, the employee shall be advised in writing of the reasons for the requirement.

4.6 Management Rights

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

4.7 Personnel File

An official personnel file for each employee shall be maintained at the Central Administration Office. Each employee shall have the right, at a mutually agreeable time, to review the contents of his/her personnel file, and to place therein written reactions to any of its contents. An employee may not remove any item from his or her personnel file, except for purposes of photocopying. The district reserves the right to have a representative present any time an employee reviews his or her personnel file.

Materials related to discipline or re-employment, or any material derogatory to an employee's conduct, service, character or personality may not be placed in the personnel file unless the employee has been given a copy of such material, and given an opportunity to attach a written response.

No material may be used for punitive or disciplinary action against the employee unless it has been placed in the personnel file in accordance with the requirements of this provision.

4.8 Use of Facilities

A. Access to Work Areas

Reasonable requests for access by the Association for local organization functions to work areas will be granted in approved areas by the administration in accordance with school policies provided that no interference with the instructional and extra-curricular program would be caused by the granting of such requests. Work space does not include consumable supplies or telephone charges. Association business may be conducted during the employee's unassigned work time.

B. Use of Mailbox

The Association may use building mailboxes for announcements on behalf of the members.

C. Use of School Buildings

The Association may have the right, in accordance with the school policy, to use school buildings for meetings of a local nature except when school is in session, provided that when special custodial service is required, the School Board may make a reasonable charge thereof. The meetings must not interfere with any aspect of the instructional program, the extra-curricular program, or other scheduled community activities. Should the scope of the meeting involve others outside the local Association, the date, time, and location shall be subject to the approval of the Superintendent.

D. Bulletin Board Space

The Association shall be provided with bulletin board space in principal-approved workrooms. Only authorized representatives of the Association will use the bulletin board space for Association announcements of official business except for the posting of vacancies. Information posted thereon shall not be obscene, profane, or defamatory.

E. Use of School Equipment

1. The Association shall have the use of school business equipment provided Association use does not interfere with student use, provided that the Association shall pay the expenses for repairs of any equipment if damaged by said use, if said equipment is not covered by a service contract, e.g. typewriters and duplicating machines. Equipment in the Superintendent's office shall not be available for Association use.
2. Any equipment or material needed must be requisitioned by the employee. Employees will be notified whether this requisition is accepted or rejected.

4.9 Rights to Organize

Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reasons of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

4.10 Payroll Deduction

Upon the written request of an employee on an Authorization Form furnished by the Association, the Board shall deduct from the compensation of that employee the current dues, payments or contributions payable by that employee to the Association. Such authorization shall remain in effect from year to year, except that the employee may revoke it between July 15 and September 15 of any year.

All dues, payments or contributions deducted by the Board shall be remitted to the Association no later than ten (10) working days after such deductions are made.

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

Each employee will receive monthly notification (check stub) of deductions made. Notification requirements cannot exceed capabilities of the present equipment to provide for various combinations.

In the event check stubs cannot accommodate the entire notification needed, an explanation or interpretation of said deductions shall be presented in memorandum form at the time of the September pay period.

When employees request deductions for a credit union, insurance program, and 403B plan administrator approved annuity, a deduction program will be put into effect for that purpose.

4.11 Notice of Meetings

The President of the Association or the President's designee will be given written notice and agenda of all regular and special meetings of the Board in advance of such meeting. The President or designee shall be provided a copy of the official minutes of such meetings once the minutes are approved by the Board. During summer months, the Board will mail to the Association President notices of Board meetings and copies of the minutes.

4.12 Association Leave

The Association will be permitted to use a total of six (6) days with pay for Association business annually. No more than two (2) employees per day shall be excused for said leave. The Association shall reimburse the School District for the substitute worker, if a substitute is required. The Association agrees to give two (2) weeks notice.

4.13 Right to Address Board

The Association shall have the right to address the Board at regular meetings of the Board and special meetings in which the Association has a vested interest.

4.14 Documents

The Board agrees to make available upon request to the Association or designee a copy of the District's budget, amendments, and annual financial report within 30 days of their adoption by the Board.

4.15 Names of New Employees, Resignations, Retirements, Terminations

Names, addresses and phone numbers, classifications, building assignments and estimated hours of newly hired members of the bargaining unit shall be made available to the Association President or designee within twenty (20) days of the date of their employment. The Board also agrees to notify the Association President or designee within ten (10) days of any resignation, retirement, or termination of any member of the bargaining unit. The Association will provide a blanket form to use in this process.

4.16 Association Representatives

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property before or after work or during duty free lunch and will not interfere with or interrupt work.

4.17 Contract Printing and Distribution

It is the goal of the Board, within thirty (30) days after ratification and approval of the respective parties, to have a sufficient number of copies of the contract printed and delivered to the Association President, the Superintendent and the Board. The cost of printing shall be prorated and the parties will pay their respective costs. Each new employee shall be given a copy of this Agreement by the Association.

4.18 Proposed New and/or Revising Existing Board Policies

The Association will receive proposed revisions to all Board Policies which impact the Association's members' wages, hours, and working conditions. A copy of the proposed and/or new Board Policies will be provided to the Association ten (10) days prior to the first reading by the Southwestern Board of Education during the monthly scheduled Board meetings. In the event that said policies affect changes to wages, hours, and working conditions, the Association shall retain its rights to demand to bargain the decision and impact of said issues.

4.19 Ethics and Conduct

District employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional and appropriate relationships. The Board recognizes that the attainment of educational objectives of the district requires mutual respect between the District and employees. District employees will be treated with professional courtesy. District employees will not intimidate, threaten, harass, or bully each other or otherwise create a hostile work environment. This section shall not be subject to Article III – Grievance Procedures, and instead the parties shall follow Board Policy 5:20 – Workplace Harassment Prohibited and Board Policy 2:260 – Uniform Grievance Procedure anytime a concern rises.

ARTICLE V

CONDITIONS OF EMPLOYMENT

5.1 General Conditions of Employment

The following general conditions of employment shall apply to all employees in the bargaining unit, regardless of classification.

A. Transfer of Duties

The hours of any bargaining unit member will not be substantially reduced by transferring to a person not a member of the bargaining unit without mid-term negotiations with the Association.

B. Unsafe and Hazardous Conditions

Employees shall be required to report unsafe or hazardous conditions and tasks which may endanger their health, safety or well-being to their supervisor.

C. Resignation

Any employee who is resigning from his/her position shall give two weeks notice.

D. District Seniority

For purposes of this Agreement, "seniority" shall be defined as the length of a bargaining unit member's continuous bargaining unit service within the category within the District. Said service shall be computed from the first day upon which duties are performed. Seniority earned within a previous category will be retained but shall not accrue within other categories.

In the event that equal seniority exists between two or more employees, i.e., if two employees within a classification have the same seniority date, the tie shall be broken by a lottery which will determine the employee's order on the seniority list. The lottery will take place at the Administration Office at a prearranged and mutually agreeable time for all parties. The employees subject to the lottery will be present. In addition, the superintendent or designee will perform the lottery and a designated local association representative will be present.

In those classifications which include both full and part time employees, there shall be two seniority lists, one for full time and one for part time. Part time employees who become full time employees shall have their seniority prorated on the full time seniority list.

For purposes of job security, e.g. reduction in force, seniority within the category will apply.

Employees who are promoted or transferred out of the bargaining unit without a break of service shall have their seniority computed from their first day of original employment but will not be credited with seniority credit for the time spent outside the bargaining unit.

Employees who return to work from leave or who are recalled after a period of layoff shall have their seniority computed from their first day of original employment with no break in service for the period of leave or layoff.

E. Reduction in Force

In the event it becomes necessary for the District to reduce the number of bargaining unit member positions or hours in a classification which has two seniority lists – one for full time and one for part time for any reason, all probationary employees in the affected classification shall be laid off first, part-time employees shall be laid off second and full time permanent employees shall be laid off in the inverse order of their seniority within the category.

If the district is considering a reduction in force, the Association President shall be informed in writing ten (10) calendar days prior to the meeting at which the Board of Education is to consider the matter.

No new employees shall be hired in any classification having employees on layoff status. If a new position is created or if a position becomes vacant and there are no employees rified and subject to recall, the position shall first be available to employees in active employment status. Any employees on layoff status, with contractual recall rights, will have first right to fill the vacancies. The newly created position, or one that previously existed and has been vacated due to transfer, promotion, reassignment, resignation, retirement, death or termination will be first posted and filled pursuant to 6.1.

Reduction in force notices to bargaining unit members shall be given at least thirty (30) days prior to the last day of the school term. A copy of each reduction in force notice will be given to the Association President upon request.

A permanent employee whose position is eliminated shall be permitted to bump an employee with less district seniority in the same classification, if the employee is qualified by skill and ability to perform the job.

Employees who are laid off shall be recalled in their classification in reverse order of their layoff. Laid off employees shall be eligible for recall for a period of two (2) years from the date of layoff or until they refuse a position, in classification, of equivalent time to that which they held when they were laid off, whichever first occurs.

An employee, who has lost his/her position as a result of reduction in force, will have recall rights to a vacant position in any category or classification for which the employee is qualified as long as he/she is eligible for recall. Among all employees rified and eligible for recall, the employee with the most seniority in classification, if qualified, shall have first right to the postion.

F. Non-Certificated Personnel

In no case shall any non-certificated employee be requested or required to perform any duty previously performed by a duly certificated professional employee, unless such employee has appropriate certification, or qualifications.

G. Breaks

Where coverage is available and if work responsibilities are met, full time employees shall be allowed two (2) 15 minute breaks each day or shift unless an unexpected event arises preventing the employee from taking the break. Part-time employees (5 continuous hours or more) shall be entitled to one (1) 15 minute break each day or shift. Any employee, who works four (4) continuous hours, who does not receive a lunch break, shall be entitled to one (1) 15 minute break.

H. Employee Work Day

Full time shall be as follows:

Paraprofessionals, Interpreter	7 hours
Laundry Assistant	7 hours
Lunchroom Workers	6.5 hours

Custodians	8 hours
Secretaries	8 hours
Maintenance Worker	8 hours
Bus Mechanic	8 hours
Utility Worker	8 hours
Bus Drivers	8 hours
Bus Riders	7.5 hours
Computer Lab Assistants	7 hours
Teacher Interns	7.5 hours
Registrar	8 hours
Registered Nurse	7.5 hours

Part-time constitutes less than the above.

Employees cannot exercise bidding, bumping or recall rights to any position or positions of employment in the District that would cause them to work more than eight (8) hours per day or forty (40) hours per week. For those employees working in more than one classification, the District can adjust hours of work in the lower paid category to prevent employees from exceeding eight (8) hours per day or forty (40) hours per week with out constituting a reduction in force.

I. Duty-Free Lunch Period

All employees who work four (4) hours or more a day or shift shall be entitled to a 30-minute duty-free unpaid lunch period, which shall be in addition to the above-stated work day.

J. Change of Classification

When an employee is involuntarily transferred to a lower paid classification or position on a temporary basis, the employee shall suffer no reduction in pay or benefits because of such assignment. When an employee is assigned regular and continuing basis work in a higher paid classification or position, the employee shall be paid at the closest higher rate for that work day or shift.

K. Evidence of Physical Fitness

All new employees, at the time of their employment, shall secure a physical examination from a licensed physician showing evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis. The cost of such examination, unless specified otherwise, shall rest with the employee.

The Board may from time to time require an examination of any employee by a licensed physician. The examination may include random drug and alcohol tests or drug and alcohol tests given because of suspicion of use, as defined by the administration. The cost of examinations shall rest with the employer, except for cases where ability to work or not work and/or certification of illness is required.

Bus drivers are subject to random and pre-employment drug tests. Such test and procedures will be administered according to state requirements.

L. Employee Travel

Employees who are required to use their vehicles for travel approved by the Administration shall be reimbursed at the IRS mileage rate.

M. Extra Duty – School Events

Employees working extra duty at school events shall be paid at the rate established by the extra duty assignment schedule and shall not be considered toward overtime.

Refer to Extra Duty Assignment Schedule

N. Daily Time Sheets

All employees shall be responsible for submitting time sheets which will be maintained by the school district.

O. Employee Performance Evaluation

1. Purpose of Evaluation

The primary purpose of the employee evaluation shall be the improvement of employment skills contained in the job description and all evaluations shall be conducted in good faith to this end and in accordance with the provisions of this Agreement.

2. Evaluation Procedure

- a. Probationary employees shall be evaluated at least once during his/her probation. Other employees shall be evaluated at least once every year.

It is understood that all performance evaluations will occur only while the employee is performing services for the District.

- b. The administration shall evaluate each employee in writing.
- c. The evaluator shall have a meeting with the employee within ten (10) work days following the written evaluation to discuss the evaluation.
- d. All employees shall have the right to have Association representation present at any evaluation conference recommending termination.

3. Employee Right to Respond

The employee shall have the right to attach an explanation to any evaluation and receive a copy of the evaluation. The employee shall be provided the opportunity to sign the evaluation. However, this signature does not indicate approval or agreement, but indicates the employee has seen the evaluation.

4. Evaluation Instrument

Changes in the evaluation instrument and/or procedure will be made in cooperation with the Association.

P. Termination

If an employee is terminated for disciplinary reasons, the employee or his/her beneficiary shall be paid for all unused vacations days acquired during that school year. Earned vacation shall be according to proportion of full months worked to the total contract year. In the event of an employee's death, loss of a position due to reduction in force, or voluntary resignation, with the exception of newly hired employees who have been employed less than 60 calendar days, the employee or his/her beneficiary shall receive at the daily rate of pay, compensation for all unused vacation, unused sick and personal leave days acquired during that school year.

Q. Subcontracting

Work currently performed by members of the bargaining unit shall be subject to Public Act 095-0241.

R. Additional Required Training

All employees shall be paid at their regular rate of pay for the time spent attending required training, whether the training is online or in person, when the required training occurs outside the scheduled workday. Training will occur during the normal workday for all employees except bus drivers, van drivers, van riders, lunch recess monitors and lunchroom workers, which may occur outside the regular workday at the discretion of administration. Compensated time for online training shall be the amount of time reflected on the certificate of completion.

5.2 Conditions of Employment - Bus Drivers & Bus Riders

In addition to the aforementioned general conditions, the following conditions shall apply to bus drivers and bus riders:

A. Assignment Meeting

The transportation supervisor will notify in writing the bus drivers of the date, time and location for the August assignment meeting. If a driver is interested in bidding and unable to attend the meeting, it will be the driver's responsibility to submit a letter of intention to the transportation supervisor or union representative. Route assignments will not change from one school year to the next unless a new route is created or a route becomes vacant.

B. IMRF Eligibility

For the purpose of determining IMRF eligibility, within the first week of school, the employer shall post two (2) lists in the bus garage -- "Available for extra duty runs" and "Not Available for extra duty runs." Those employees who sign the "Not Available..." list and who work less than 600 hours per year shall not qualify for IMRF. Drivers who work more than 600 hours or who sign the "Available..." list may qualify for IMRF.

C. Seniority- Big Bus & Van

Separate seniority lists for large buses and vans shall be used for reduction in force, run assignments, and reassignments.

D. Big Bus Routes

A newly established big bus route or one that becomes vacant for medical reasons or resignation will be filled by posting the job and filling it within 10 days. The route shall first be offered to the most senior applicant big bus driver. If a big bus driver doesn't apply, it will then go to the most senior applicant van driver. If unable to fill the position by this process, the job can then be filled by a substitute big bus driver, followed by a substitute van driver for the current year. Prior to the opening of school, the following year, the big bus driver position will be filled on the basis of seniority bid.

E. Van Routes

Van driver and rider assignments shall not be maintained from year to year. Each school year all van drivers and rider positions shall be rebid at the annual bid meeting.

A newly established special education van route or one that becomes vacant for medical reasons or resignation will be filled by posting the job and filling it within 10 days. The route shall first be offered to the most senior applicant van driver. If a van driver doesn't apply, it will then go to the most senior applicant big bus driver. If unable to fill the position by this process, the job can then be filled by a substitute van driver, followed by a substitute big bus driver for the current year. Prior to the opening of school, the following year, the van driver position will be filled on the basis of seniority bid.

A newly established special education van rider position or one that becomes vacant for medical reasons or resignation will be filled by posting the job and filling it within 10 days. The van rider position shall first be offered to the most senior applicant van rider. If a van rider doesn't apply, it will then go to the most senior applicant big bus driver. If unable to fill the position by this process, the job can then be filled by a substitute van rider, followed by a substitute big bus driver for the current year. Prior to the opening of school, the following year, the van rider position will be filled on the basis of seniority bid.

F. Procedures, Conditions, and Implementions of Extra-Curricular Trips

All extra-curricular trips for the next academic year will be posted in August. A copy shall be sent to the Association President two weeks prior to the assignment meeting. Included in the posting will be dates and destination of the scheduled trips. If any additional runs are added later during the year for these extra-curricular trips, the driver assigned to the trip will get first opportunity to drive the additional trips. If that driver declines the trip, he/she will notify the Supervisor at least 24 hours in advance of the scheduled run and the transportation office will secure a replacement driver from the subs signed up for that trip, then following up from the extra duty rotation list.

The transportation supervisor will notify in writing the bus drivers of the August assignment meeting. If a driver is interested in bidding and unable to attend the meeting, it will be the driver's responsibility to submit a letter of intention to the transportation supervisor or union representative.

Beginning 2002-2003 FFA trips will be assigned by the administration. If a bus driver is to take the trip, they will be assigned from the extra duty list. All field trips will be approved by the administration. The Transportation Supervisor will determine the number of drivers needed and if it is to be assigned to a big bus driver or van driver. Two separate field trip rotation lists will be maintained for the big bus and van trips. Drivers will be assigned from this list on a rotation basis. If a van is needed then it will be offered to a van driver first, if a van driver is not available it will be offered to a big bus driver

Extra-curricular trips will be bid by permanent drivers on a seniority basis for an entire season. When bidding on extra-curricular trips, the schedules must not overlap. A driver who has bid on more than two trips will not be eligible to be placed on the rotation for extra duty runs. At the August meeting, the most senior driver will be able to bid first on or up to two trips, then the bidding passes to the next senior driver. If any trips are remaining, this process is repeated choosing one (1) trip at a time until the bidding process is completed. If there are any runs remaining, this process will be repeated with drivers, including those signed up for extra duty, being able to bid on more than 3 runs, with the approval of the bus supervisor and the superintendent. Should any assignments remain after this process, it shall be the responsibility of the Transportation Supervisor to appoint drivers to make the runs on a rotation basis, using names from the "Available for Extra Duty Runs" sign up list. After the bidding process is completed, drivers will be given an opportunity to sign up to sub these trips on the basis of seniority. There will not be a limit to how many lists a driver will sign up on, or how many drivers sign up on each list.

When/if the assigned driver cannot drive for any reason, he/she will call the transportation office secretary at least 24 hours in advance of the scheduled run between 8:00 AM and 3:00 PM. The transportation office secretary will secure a replacement by contacting drivers who have signed up to be extra-curricular sub drivers for the fall, winter and spring seasons on a rotational basis. If drivers do not respond immediately when contacted, the transportation secretary will move on to the next person on the extra-curricular list. If no driver accepts the assignment substitute drivers for the district may be utilized.

If for any non-disciplinary reason, the Administration pulls a driver from their assigned extra-curricular trip during the duration of the trip season, the driver will be paid for the trip and hours will be calculated for IMRF and insurance purposes.

If an off campus student activity has not been posted as an extra-curricular trip or an extra duty run, and if a teacher or a parent takes students to an off campus activity in their personal vehicle or the teacher takes students to an off campus activity in the school mini-van, the transportation of these students for this specific event or activity shall not be considered within the jurisdiction of district bus drivers. All campus student activities involving the use of district motor vehicles to transport students, other than the school mini-van when five (5) or less students are being transported, shall be within the jurisdiction of the district drivers. The school district band trailer shall also be within the jurisdiction of district drivers when it is used for a student activity.

Refer to 5.2-P for pay schedule.

The deduction rate from the regular driver toward paying the substitute is \$6.00 an hour. The substitute driver will be paid from the substitute pay schedule.

G. Extra Duty Runs

Extra duty runs shall be posted in the bus garage as they are given to the Bus Supervisor. These trips will be assigned on a rotational basis in the following manner. The transportation department supervisor and/or secretary shall notify the drivers by phone of any extra duty runs becoming available when it is their turn on the rotation list. Drivers will have 24 hours to accept or refuse an assignment. Upon acceptance or refusal, the supervisor or secretary may sign off on the rotation list for the driver. If a driver has an additional position in the district (i.e. Paraprofessionals, Lunchroom Workers, etc.) he or she will not be able to sign up for any field trips that should become available that coincide with their daily position. If a driver has driven any extra-curricular sport for entire season and the team advances to the state playoff system, that driver may continue to drive that sport by requesting an unpaid leave from their daily position from their immediate daily position supervisor. After the 24 hour period is expired, or upon rejection by the driver whose turn it is in rotation, the trip will then be rotated down the Extra Duty Run seniority list, by the Transportation Secretary, to the next available senior employee, whereas the process will be initiated again. Any driver rejecting any trip in this process agrees to relinquish their turn in the rotation.

Any sport listed under the extra duty assignment appendix shall be driven by a bargaining unit member. However, each August prior to the bid meeting, administration will determine whether boys and girls soccer, golf, bowling and cross country will be transported by the bargaining unit or utilize parent transportation based on the number of substitute drivers readily available for use when extra-curricular trips are occurring and the need to transport students home after school. The decision made in August will be in effect for the entire school year and be reconsidered annually.

H. Break Downs – Big Bus

When a big bus breaks down, big bus drivers will be paid the current minimum hourly wage for the breakdown period.

I. Emergency Situations

In emergency situations, as determined by the Administration, substitute drivers may be used on any driving assignment.

J. Bus Runs (Times)

Time for bus runs shall be determined by the administration with consultation of the individual drivers. From time to time, it may be necessary to reduce/increase the time per scheduled route. When this occurs, the administration will establish the route time based on the number and/or needs of the students.

K. Warm Up, Clean Up All Drivers

Time shall include 15 minutes for warm-up and clean-up for all drivers.

L. Bus Assignments

All regular assignments, including the Athletic Practice Run and the ECE and Building Block van run, continue from year to year unless there is a vacancy; however, the hours may change.

M. Summer Driving (Assignments)

A van driver who has been driving a route the current year will have priority to keep the same route for the summer. If the driver(s) chooses not to take the run for the summer, then the route will be assigned on the basis of Regular and Van district seniority bid along with any other summer runs. If all van drivers and/or riders refuse summer van routes they will be offered to big bus drivers who have signed up for summer driving based on seniority. If all big bus drivers refuse any summer big bus trips, they will be offered to van drivers who have signed up for summer driving based on seniority.

Refer to Van Driver salary schedule.

N. Minimum Route Pay

A minimum route pay shall be for no less than one (1) hour.

O. Physical Examination (Cost)

The employer shall pay the cost of an annual physical examination at the district medical facility, for each non-probationary driver. Should a driver choose to have the exam at some other health care provider, the employer shall pay up to \$80 for that purpose.

P. Extra Duty Route Pay

A minimum extra duty route pay shall be for no less than one (1) hour. Extra duty runs will be paid on the basis of time at the rate of \$12.00 per hour or the current minimum wage, whichever is greater for the 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024 & 2024-2025 school years.

Q. Refresher Bus Course

All drivers attending yearly refresher courses shall be paid a stipend of thirty (30) dollars.

R. Minimum Work Year

Bus drivers, van drivers and van riders shall work 176 days per year.

S. Bus Route Re-Evaluated

Any driver whose route increases or decreases by sufficient mileage to change the salary classification (e.g., C to D) will have his/her pay rate adjusted. It shall be the responsibility of the driver to make the proposed change known to the transportation supervisor. If a route increases/decreases by a sufficient mileage to change the salary classification, the route will be rebid at the next year's driver bid meeting.

T. Summer Driving (Pay)

All bus drivers will be paid the van schedule rate per hour for bus and/or van driving during the summer. Bus riders will be paid from the rider schedule.

U. Bus Washing

All drivers of regular and mid-size buses will be paid \$25.00 per month and all van drivers will be paid \$15.00 per month for washing their vehicles. Drivers who do not wish to wash their buses are to annually assign that responsibility to the Transportation Director who will arrange for the task to be performed by someone else.

V. Athletic Practice Run

This run will be seniority bid and assignment will continue from year to year. Drivers who are interested in subbing will sign up by seniority and there will not be a limit to how many drivers sign up on the list. When/if the assigned driver cannot drive for any reason, he/she will notify the transportation office at least 24 hours in advance of the scheduled run. The transportation office will secure a replacement by first using the subs signed up for this run by seniority, followed up by the extra duty runs rotation list, then finally a sub driver.

When a driver commits to this run, it will be his/her responsibility to fulfill at least 90% of the assigned runs. If, at the end of the season, it is calculated by the transportation office that the driver did not meet this responsibility, he/she will be notified in writing on or before June 30 that they will not be eligible to retain this run for the next year and it will be put up for bid at the August bidding meeting. A copy of this letter will be sent to the superintendent and the union president. The superintendent will be the only person to determine exceptions to this procedure.

This Athletic practice run is paid from the Activity Run schedule.

Refer to 5.2-P for pay schedule.

W. Extended Trips

If a driver takes an overnight trip, it will be the responsibility of the district to reimburse the driver for expenses, such as food and lodging. The driver will be paid at the extended trip rate for all time spent engaged in work for the employer, e.g. driving, waiting for the student activity to conclude, supervising students, monitoring bus for security purposes. Excluded from work time shall be meal breaks during which the employee is relieved from duties, in the evening when the driver is relieved of duties, such as time when the employee is free to engage in personal activities without responsibility for students or district equipment, and sleeping time. Any interruptions by a call to duty are counted as hours worked. The driver will be responsible for keeping a log of time worked.

X. Vacated Extra Runs

Extra-curricular trips and Athletic Practice Runs that are vacated because of resignations, separations and medical leaves, for the duration of the school year, will be posted, bid and filled on the basis of seniority from big bus applicants. If unable to fill this position by this process, it can be filled by sub bus drivers.

Y. Van Driver – Break Down

When a special education van breaks down, special education drivers will be paid their normal rate of pay for the breakdown period.

5.3 Conditions of Employment - Custodians

In addition to the aforementioned general conditions, the following conditions shall apply to custodians:

A. Overtime

On weekdays, building overtime shall be first assigned to the building custodian whose shift the overtime occurs. The most senior building custodian shall have first option for all weekend overtime in his/her building.

Once a year, before August 31st, district custodians shall indicate in writing their desire to be placed upon an overtime call list. The overtime call list shall be used if overtime is turned down by the most senior building custodian. Custodians on the overtime call list shall be offered overtime work on a rotational basis. They will be notified by a single phone call to the priority phone number on the call list, or until the most senior custodian on the list accepts the overtime. If an employee turns down an overtime assignment, the employee shall go to the bottom of the list and not be offered overtime again until employees on the list have been exhausted.

No weekend overtime work shall be offered to any non-bargaining unit member unless the work has been turned down by all employees on the overtime call list.

B. Building Checks

When custodians are required by their supervisor to return to work after leaving the building following their regular work hours or on the weekend, they shall be paid a minimum of two hours pay or their actual hours worked, whichever is more.

C. Minimum Work Year

Full time custodians shall work 261 days per year. (2088 hours) Part-time custodians shall work 176 days per year (1408 hours).

D. Custodial Summer Hours

During the summer, beginning the first full week following the end of the school year through the last full week in July, custodians shall work a ten hour day four days per week. For the purposes of utilizing benefit time, one day shall constitute 10 hours.

5.4 Conditions of Employment - Paraprofessionals

In addition to the aforementioned general conditions, the following conditions shall apply to paraprofessionals:

- A. Any paraprofessionals whose number of working hours per day are to be reduced in the next school year shall be given notice of such reduction in force at least 30 days before the end of the school term, unless the reduction is due to a reduction in the student population, and then Section 10-23.5 of the School Code shall apply.

- B. No paraprofessionals shall be required to work shifts with intervals of more than one (1) hour between assignments.
- C. A committee of paraprofessionals and administrators will plan all training/workshop activities. Such plans will be completed a minimum of two (2) weeks before scheduled activity. These sessions may or may not occur at times simultaneous with scheduled teacher institute/workshop days.

The number of hours training/workshop days must total each paraprofessional's annual scheduled days. (Example: If 2 full days of workshop are in the district calendar, a 7-hour aide will be required to attend 14 hours of training or workshop activities.)

- D. Each year on April 15th paraprofessionals will be given the opportunity to respond in writing as to their preference for job assignment for the coming year. The form, which will be designed by the local, will address the assignment including: remaining in the current assignment, total number of hours preferred, building preference, special education or regular education, classroom preference, preference of indoor or outdoor duty and place for comments. These preferences will be considered by the administration if they feel re-assignments are necessary. All future aide assignments and reassignments will be made by the Administration.

Paraprofessionals will be notified in writing of their job assignments by the first in-service day of each year. This notification will include building assignment, total daily hours, starting and ending times delineated, grade level assignment annotated, and extra duty assignments (if applicable).

Except in a case of reduction in force (reduction in number of aides or reduction in time), no paraprofessionals with 7 or more hours shall be assigned less than 7 hours and no paraprofessionals with less than 7 hours and at least 6 ½ hours will be assigned less than 6 ½ hours.

If a vacancy occurs in a paraprofessional position, or a new paraprofessional's position is created during the course of the school year, the position will be posted and filled pursuant to Article 6.1. Vacancies and Promotions: Posting. Any employees on layoff status, with contractual recall rights, will have first right to fill the vacancies if no current employee with more seniority applies for the vacancy. The administration will interview and consider all those applying for the position. The term "vacancy" shall not apply to any position from which an employee is absent due to leave. The most senior qualified applicant will be given the position. The specific language in this subsection will supersede the general recall language in Article 5.1 E – Reduction in Force for paraprofessionals only.

- E. When school is closed for an early dismissal because of inclement weather, paraprofessionals will be released by the administration with unpaid leave. Any lost time will be rescheduled by the Principal. No paraprofessional shall receive a reduction in pay as a result of a planned early dismissal prior to a holiday.
- F. All paraprofessionals required to attend training classes outside their normal workday and pertinent to their respective positions shall be paid at their hourly rate.
- G. Paraprofessionals and Laundry work training assistant shall work 176 student days and 3 teacher in-service days, to be conducted in August, January and at the end of the schoolyear.

5.5 Conditions of Employment - Lunchroom Workers

In addition to the aforementioned general conditions, the following conditions shall apply to lunchroom workers:

- A. Lunchroom workers shall work two (2) non-serving days (one at the beginning of the year and the other at the end of the year). The purpose of these days shall be the set-up and take-down of the cafeteria.
- B. Lunchroom workers shall work a total of 176 days.
- C. Lunchroom workers must hold a current sanitation certificate.
- D. Current lunchroom workers, who renew their certificate in sanitation, shall be reimbursed for the cost of the training.

5.6 Conditions of Employment - Secretaries

In addition to the aforementioned general conditions, the following conditions shall apply to secretaries:

- A. When school is closed for an early dismissal because of inclement weather, secretaries and clerks shall be allowed unpaid leave when released by the administration. Any lost time will be rescheduled by the principal. No secretary or clerk shall receive a reduction in pay as a result of a planned early dismissal prior to a holiday.
- B. On institute days, secretaries shall work their normal work day.
- C. The High School and Middle School secretaries shall work 200 days per year. Elementary, Special Programs and High School Attendance secretaries shall work 190 days per year. Transportation secretaries shall work a minimum of 176 days per year.

All district secretaries and the registrar will work registration/data entry in addition to the days listed above. Registration will consist of 1 day and data entry and/or preparing registration documents will consist of 2 days. Data entry time may increase depending on how much is accomplished during this time. Any additional days or hours worked upon administration approval shall be compensated at the employees' hourly rate of pay.

5.7 Conditions of Employment – Maintenance, Mechanic & Utility

In addition to the aforementioned general conditions, the following conditions shall apply to Maintenance Workers:

- A. Maintenance shall receive a duty-free one (1) hour unpaid lunch during the school year; a duty-free one half (1/2) hour lunch during the summer will be provided.
- B. Maintenance, Utility, and Bus Mechanics shall work 261 days per year.

5.8 Conditions of Employment - Computer Lab Assistant

In addition to the aforementioned general conditions, the following conditions shall apply to Computer Lab Assistants.

A. Computer lab assistants shall work a total of 180 days and 3 Teacher In-service days (to be conducted in August, January and at the end of the school year).

Building Principals shall determine the timeframe to utilize the three (3) additional days, (i.e. The additional days may either be utilized at the beginning of the school year or at the end of the school year or a combination of both the beginning and the end of the school year).

B. If computer lab assistants are required by administration to upgrade their skills by attending classes, tuition or fees will be paid by the Board.

5.9 Conditions of Employment – Registrar/Guidance Secretary

In addition to the aforementioned general conditions, the following conditions shall apply to the Registrar/Guidance Secretary.

A. When school is closed for an early dismissal because of inclement weather, the Registrar/Guidance Secretary shall be allowed unpaid leave when released by the administration. Any lost time will be rescheduled by the Principal. No Registrar/Guidance Secretary shall receive a reduction in pay as a result of a planned early dismissal prior to a holiday.

B. On institute days, Registrar/Guidance Secretary shall work their normal work day.

C. Registrar/Guidance Secretary shall work 200 days.

The Registrar/Guidance Secretary is a full-time position and will be eight (8) hours per day during each school year.

5.10 Lunch/Recess Monitors

Lunch/Recess Monitors will only work when students are present and lunch is served. Lunch/Recess Monitors are not required to have a Paraprofessional Certification. (Note: Lunch/Recess Monitors will have their own seniority classification.)

5.11 Conditions of Employment- Nurse

The school nurse shall work 190 days.

ARTICLE VI

ASSIGNMENTS, VACANCIES, PROMOTIONS, TRANSFERS

6.1 Vacancies and Promotions - Posting

For the purpose of this section, all time limits shall consist of calendar days, excluding Saturday, Sunday and Holidays.

The Superintendent will post in all buildings a notice of all vacancies including vacancies in promotional positions as they occur. Except in the case of emergency, no vacancy shall be filled until such vacancy has been posted for at least 5 days. A copy of the posting notice shall be sent to the Association President.

If a vacancy occurs or a new position is created during the school year in any bargaining unit classification, the position will be posted within 5 days and filled as soon as a suitable candidate is found. If current employees apply for the position the most senior qualified applicant, if any, will be given the position based upon relevant experience, the stated qualifications for the vacancy and the results of any employment examination if developed and administered by the District.

All vacancy notices shall contain the title of each position, qualifications, location, hours, and the deadline for making application, (e.g. paraprofessionals, associate's degree, Brighton North, 3 hours, etc.).

An employee applying for a vacancy shall send a letter of application by the deadline posted. All internal applicants shall be interviewed and considered.

A vacancy shall be defined as a permanent position which has been newly created, or which has previously existed and has been vacated due to transfer, promotion, reassignment, resignation, retirement, death or termination. The term "vacancy" shall not apply to any position from which an employee is absent due to leave.

Temporary positions are those for less than two (2) consecutive calendar quarters.

6.2 Transfers

- A. When it is necessary to involuntarily transfer or reassign employees, to the extent possible, all volunteers shall first be considered.
- B. When an employee is involuntarily transferred from one classification to another classification, placement on salary schedule in the new classification shall be based on years of service in the District.

6.3 Involuntary Transfers

Involuntary transfers, i.e. relocation or reassignment, confirmed in writing by the employee that it is involuntary, shall be determined by the administration. Any employee affected by an involuntary transfer shall be notified immediately and shall be released by the Board from his/her contract if he/she so requests. Any employee transferred involuntarily shall receive priority consideration in any subsequently requested transfer.

6.4 Notification of Assignments

If possible, all employees shall be given written notice of their assignments for the forthcoming year no later than fourteen (14) days preceding the first day of the new school term. In the event changes in such assignments are proposed at any time, the employee affected should be notified as soon as possible. The employee shall be allowed to resign if such change is not acceptable to him/her.

ARTICLE VII

LEAVES

7.1 Sick Leave

- A. Each employee shall be entitled to twelve (12) sick leave days per year without loss of pay, accumulated to 300 days including leave of the current year. Upon retirement or resignation, the employee shall be paid for up to 50 unused sick leave days not used to establish IMRF service credit in excess of 240 accumulated sick leave days at the rate of \$25.00 per day. The payment shall be made after the employee's last day of service to the school district and after the employee receives his or her final paycheck for services. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family for purposes of this Article shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers/sisters-in-law, and legal guardians. Absence due to pregnancy-related disability shall be treated as sick leave. Sick leave may be used for the death of friends/relatives with close emotional ties if all personal leave has been exhausted. Accumulated sick leave may be used for childbirth or adoption. Sick leave shall be limited to thirty days for birth, adoption or placement for adoption per occurrence/child. Exceptions to the thirty (30) day limitation for birth shall be supported by a physician's certification certifying that the absence is medically necessary per Section 24-6 of The School Code.

By Dec. 1 of each year, the employer shall notify each employee in writing as to the number of accumulated sick days accrued.

Employees eligible for IMRF shall receive their twelve (12) sick days at the beginning of the school year; employees who are not eligible for IMRF shall earn their twelve (12) sick days at the rate of 1.6 in September and 1.3 for each of the following eight months.

- B. Sick Leave Donation – An association member who has accumulated, in reserve, sick leave time shall be allowed to donate to an employee who has suffered or has an immediate family member who has suffered a catastrophic illness or injury or meets the following conditions.
1. Must have been unable to work for at least twenty-five (25) calendar days.
 2. Must not be eligible for any disability, compensation (workers' unemployment) or other income protection.
 3. Must have exhausted sick leave.
 4. The donated days will be administered jointly by the Superintendent and Association President.
 5. Employees may donate additional sick leave days, and will be informed of the need by the Association President, on an as needed basis.
 6. Donated hours will be tracked on Employee Absentee Record form.

7.2 Personal Leave

The Board shall grant each full time employee two (2) days of personal business leave without loss of pay. Part time employees and mid-year hires will have their leave prorated. Except in the case of an emergency, the employee must provide the Superintendent seventy two (72) hours advance written notice, from the date received by the principal, of the necessity for personal business leave. The second personal leave day will be granted only for business that cannot be conducted except during regular

school hours. Personal leave days, if unused, shall be allowed to accumulate toward the 240 maximum sick leave accumulation.

7.3 Leave for Jury Duty

When an employee is called for jury duty, the employee shall be granted leave with full pay, but employee shall pay to the District any amount of money received for such duty. Leave for jury duty shall not be counted against allowance for emergency leave or sick leave.

7.4 Leave of Absence

A leave of absence of up to one (1) year without pay may be granted to any employee who has reasonable need for such a leave. Maternity leave shall be one reason for such a request. The ultimate decision to grant such leave rests with the Board of Education, and said decision is not subject to the grievance procedure. Employees shall inform the Board in writing at least thirty (30) calendar days prior to the end of the leave of their intention to return to active service.

7.5 Family Medical Leave

All IMRF eligible employees who have worked for the District for a least one (1) year, and during the preceding twelve (12) month period worked at least 1250 hours, shall be eligible for up to twelve weeks of family medical leave to take for a family member or self with a serious health problem. During the family medical leave period, the employer shall continue to pay its portion of the health insurance premium. At the employee's option, the employee may elect to use personal leave or sick leave during family medical leave. Where both the employee and a covered individual (e.g., spouse, parent, child, etc.) are employed by the Board, each will be entitled to 12 weeks of leave in a calendar year (July 1-June 30). Following the leave period, employees shall be reinstated to his/her previous or equivalent position.

7.6 Conversion

Upon conversion, all benefits will be prorated in hours.

ARTICLE VIII **VACATIONS AND HOLIDAYS**

8.1 Vacation

A. Vacation for those employed on a 12 month basis shall be provided as follows:

- 1 week after 1 year of service
- 2 weeks after 2 years of service
- 3 weeks after 8 years of service
- 4 weeks after 20 years of service

Employees with less than one (1) year of service will have vacation prorated effective on July 1st of each year. Vacation time shall not accrue.

B. Employees shall be allowed to use vacation days at their discretion, upon mutual agreement

with the employee/employer, provided that this is agreed upon 1 week in advance.

- C. An employee who transfers to or is reassigned to a twelve month position, shall after the first year of service in the new position have the vacation benefit due computed on the basis of total number of past years of service in the district. The calculation shall be prorated on the basis of 2080 hours of work = one (1) year credit toward vacation.
- D. Earned vacation for twelve month employees shall be according to the proportion of full months worked in the total contract year granted annually on July 1 to be taken within the following 12 months.

8.2 Holidays (Paid)

- A. The following holidays shall be paid holidays for bargaining unit members who are employed for twelve (12) months per year:

Labor Day	Martin Luther King Day
Columbus Day	Lincoln's Birthday or President's Day
Veterans Day	*Casimir Pulaski Day
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Memorial Day
Christmas Day	July 4th
One day when school is not in session (during Christmas break)	
New Year's Day	

*If Casimir Pulaski Day is a school attendance day, employees will be given Christmas Eve off as a paid holiday.

If any of the above listed holidays fall on either Saturday or Sunday, a "floating holiday" shall be allowed, to be taken as approved by the Superintendent.

If an employee is on sick leave or vacation when an above listed holiday is observed, that day(s) shall not be counted as sick leave or vacation.

B. Holidays (Observed)

Employees who work nine (9) or ten (10) months shall be permitted to observe all state and federal holidays during the school year that are declared school holidays. These holidays are unpaid days. If a van driver, bus driver and /or van rider is required to work on any of the following holidays, they shall be paid at a rate of time and a half of their current rate of pay.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday or President's Day	Veterans Day
Casimir Pulaski Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	

ARTICLE IX

COMPENSATION AND BENEFITS

9.1 Salary

- A. The salary schedules for all classifications shall be as specified in Appendix A of this Agreement.
- B. Newly hired employees who have been continuously employed in a given position shall be paid at the salary rate retroactive to the first day duties were performed in that position.

9.2 Overtime

All employees shall be paid or receive compensatory time at a rate equal to one and one-half times the regular hourly rate for all work compensated in excess of forty (40) hours per week, including work performed on Saturday, Sunday, or holidays. This provision shall not apply to furnace checks. Compensatory time must be accrued and used in the same category as earned.

9.3 Payday

Employees will receive their paychecks on the twenty-fifth of each month. If the twenty-fifth occurs on a weekend or holiday, checks shall be available the last work day before the twenty-fifth. All employees will receive their paycheck in hand before the end of their work day on the twenty-fifth of the month.

Employees shall have a ten or twelve month option for distribution of salary. Employees shall notify the employer of their choice of ten or twelve month salary distribution in writing on a form provided by the district prior the first day of work for the school year. The election may change from year to year but shall be irrevocable for the particular school year. Employees may request direct deposit of their checks in banks.

9.4 Insurance

The Board agrees to pay up to \$485.00 per month for 2017-2018 and \$500 per month for the 2018-2019 school year toward twelve (12) month single member major medical hospitalization insurance coverage for all bargaining unit employees, except bus drivers and riders, who were currently enrolled in the employer-sponsored health insurance plan at the beginning of the 2014-2015 school year and are regularly scheduled to work twenty (20) hours or more per week. Employees who were not enrolled in the district-sponsored health insurance plan at the beginning of the 2014-2015 school year must work on average thirty (30) hours or more per week to participate in the plan and receive a Board contribution.

Employees who desire insurance coverage for their dependents and who are approved as eligible by the carrier, may participate in the District's medical and hospitalization plan by paying for the cost of dependent coverage.

Effective September 1, 2010, bus drivers and bus riders working 600 hours per work year will be eligible to purchase single insurance at 30% of the cost of the single premium rate not to exceed prior mentioned limits. All eligible drivers and riders will have a 30 day open enrollment period during the month of August in which to apply. After the open enrollment period, eligible employees who choose to take the coverage, will need to be approved by the carrier for insurance to be effective at a later date. Newly eligible drivers/riders after September 1, will be treated as new hires with a 30 day open enrollment period. Eligible drivers and riders may also apply for dependent coverage (family) by paying for the cost of the dependent coverage. Bus drivers and bus riders who were not enrolled in the district-

sponsored health insurance at the beginning of the 2014-2015 school year will need to be approved by the carrier and work on average thirty (30) hours or more per week to participate in the plan and receive a Board contribution.

Those employees who work in more than one classification and work thirty hours per week shall be eligible to participate in the district insurance plan and receive the contractual Board contribution for insurance.

According to the authority granted under Section 125 of the Internal Revenue Code, employees who elect to shelter premium contributions of the major medical/health insurance plan of the District may do so by completing the appropriate election form provided by the District. The employee agrees to follow all the rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The Board of Education shall not be responsible for the failure of the above plan to meet the writing, enforceability, etc., as determined by the Internal Revenue Code. Should any of the above be declared improper by an Internal Revenue ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent it violates the ruling or opinion.

If the Employee-only HRA current monthly premium of \$518.07 increases to \$569.88 per month or more for the 2022-2023 school year, then the Board will increase its contribution to \$515.00 per month toward the twelve (12) month single member major medical hospitalization insurance through the end of the 2024-2025 school year.

9.5 IMRF

All employees who work 600 hours or more, and are considered eligible, shall participate in the IMRF. The Board will pay the 4.5% employee IMRF contribution for the length of this contract.

9.6 Placement of Salary Schedule

Employees hired on or after July 1, 2015, shall be initially placed on Step A of the salary schedule and shall move down the schedule on letter (A to B, B to C, etc.) on July 1 of each of the following fiscal years.

Hourly employees hired prior to July 1, 2015, shall be placed on the letter step which most closely exceeds their 2014-2015 hourly salary. Employees shall move down the schedule on letter on July 1 of each of the following fiscal years.

Employees shall be given one year's credit on the salary schedule provided they were employed on or before the first working day of December and worked continuously through the end of their employment period.

If an employee accepts an offer to move from one job and or bus route classification to another, the employee shall be placed on the salary schedule of the new classification at the same level or step of years on their current job classification.

9.7 An employee who works simultaneously in more than one classification shall be placed on the same level or step of salary schedule as determined in 9.6 D above. All salary schedule changes shall be retro-active to July 1, 2017.

9.8 Interrupted Service-Computation of Hourly Rate

If an employee earns an hourly rate of pay that is off the salary schedule, and if the employee's service is interrupted for a period of one year or more, upon returning to work, the employee shall have his/her rate of pay computed by adding the current year's increase to the hourly rate earned when last in pay status.

9.9 Retirement Incentive

A retiring member of the bargaining unit who has been employed at Southwestern CUSD #9 for ten years or more and retires under the Illinois Municipal Retirement Fund shall receive a post-retirement incentive of \$150 for each year of service to the School District. The incentive shall be paid post-retirement, i.e., after the employee's last day of service to the School district and after the employee has received his or her final paycheck for services rendered. To qualify for the incentive, the employee must retire on or before the end of the school year that the employee reaches forty (40) years of total creditable IMRF service or sixty-five (65) years of age for Tier 1 employees and sixty-seven (67) years of age for Tier 2 employees, whichever occurs first. Employees must also provide notice in writing by June 1st prior to the school year of retirement.

9.10 Attendance Bonus

Any employee with perfect attendance (has taken no sick days, personal days or dock days) shall receive an attendance bonus of \$250 per school year. Twelve month employees shall receive \$350 per school year.

9.11 IMRF Credible Earnings Limitation

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

ARTICLE X

EFFECT OF AGREEMENT

10.1 Complete Understanding

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

10.2 Savings Clause

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

10.3 Individual Contracts

Any individual written contract between the Board and bargaining unit employee heretofore or hereinafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract is in any way inconsistent with this Agreement, this Agreement shall be controlling.

10.4 Ad Hoc Committee

From time to time it may become necessary for the Administration and the ESP's to form committees to facilitate change. The two groups will collaboratively seek processes, procedures, and guidelines for the betterment of the district as a whole. Committee recommendations will be given the utmost consideration in determining policy and/or making decisions relating to the various ESP duties and responsibilities.

ARTICLE XI
DURATION OF AGREEMENT

11.1 Strikes

The Association agrees not to strike for the duration of this Agreement.

11.2 Lockouts

The Board agrees that it will not lock out any bargaining unit member during the term of this Agreement, unless make up days are guaranteed.


11.3 Term of Agreement


This Agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2025.

This Agreement is signed this 1st day of July, 2019.

In Witness Whereof:

For the Southwestern Educational
Support Personnel Association,
IEA-NEA



President


Secretary

For the Board of Education,
Southwestern Unit District #9



President


Secretary

EXTRA DUTY ASSIGNMENTS

2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024 & 2024-2025

The positions listed below are not positions in this bargaining unit. However, they are considered occasional or sporadic employed as defined by code 29CFR553.30 (Fair Labor Standards Act). They are teacher bargaining unit positions which, if filled by an ESP will be paid no less than the following:

HS Athletic Director	\$6,075
HS Head Basketball	\$5,766
HS Head Football	\$5,457
HS Track	\$3,911
HS Volleyball	\$3,911
HS Softball	\$3,911
HS Golf	\$3,911
HS Baseball	\$3,911
HS Bowling	\$3,911
MS Basketball	\$3,911
Asst. HS Basketball	\$3,602
Asst. HS Football	\$3,602
MS Track	\$3,292
MS Volleyball	\$3,292
MS Baseball	\$3,292
HS Scholar Bowl	\$2,983
HS Cheerleading- Basketball	\$2,983
MS Scholar Bowl	\$2,574
Asst. HS Track	\$2,365
Asst. HS Volleyball	\$2,365
Asst. HS Softball	\$2,365
Asst. HS Baseball	\$2,365
HS Cheerleading- Football	\$2,365
MS Athletic Director	\$2,200
HS Cross Country	\$2,055
MS Cheerleading	\$2,055
Asst. MS Track	\$2,055
Asst. HS Cheerleading	\$2,055
Asst. MS Baseball	\$1,823
HS Boys Soccer	\$2,000
Asst. HS Boys Soccer	\$1,200
HS Girls Soccer	\$2,000
Asst. HS Girls Soccer	\$1,200
Ticket sellers	\$ 30
Clock/Scorekeepers	\$ 33
Line Softball Field	\$ 25
Line Baseball Field	\$ 25
Line Football Field	\$ 60
Line Soccer Field	\$ 40

Assignments to these extra duty positions shall continue from year to year and when a vacancy occurs will be posted and offered to any interested non-certified member who is qualified.

Big Bus Drivers							
STEP	18-19	19-20	20-21	21-22	22-23	23-24	24-25
A		17.50	17.76	18.03	18.30	18.57	18.85
B		17.68	18.03	18.30	18.57	18.85	19.13
C		17.85	18.21	18.57	18.84	19.13	19.41
D		18.03	18.39	18.75	19.12	19.41	19.70
E		18.21	18.57	18.94	19.31	19.70	19.99
F		18.39	18.76	19.13	19.51	19.89	20.29
G		18.58	18.94	19.32	19.70	20.09	20.49
H		18.76	19.13	19.51	19.90	20.29	20.70
I		18.95		19.71	20.10	20.50	20.90
J		19.14			20.30	20.70	21.11
K		19.33				20.91	21.32
L		19.52					21.54
M		19.72					
N		19.92					
O		20.12					
P		20.32					
Q		20.52					
R		20.73					

Current bus drivers: (J.B., S.F., and P.T.) will be paid from the above hourly pay scale beginning 19-20.

New bus drivers will be paid from the above hourly pay scale beginning 19-20.

All other current bus drivers: (R.H., T.B., J.M., D.R., J.S., A.M., C.B., C.B., J.M., D.H., B.D.) will receive a 4 % increase on their base salary for each year for the duration of this contract (19-20 thru 24-25)

Increases in time/miles that would have previously resulted in a class change, will result in a 5% increase in salary.

Decreases in time/miles that would have previously resulted in a class change, will result in a 5% decrease in salary

Route Miles

A	0 - 39
B	40 - 52
C	53 - 64
D	65 - 80
E	81 and above

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