

**ELMWOOD PARK
COMMUNITY UNIT
SCHOOL DISTRICT #401
8201 WEST FULLERTON AVENUE
ELMWOOD PARK, ILLINOIS 60707**

AGREEMENT

between the

BOARD OF EDUCATION

and the

ELMWOOD PARK PSRP COUNCIL

WEST SUBURBAN TEACHERS' UNION

LOCAL NUMBER 571, IFT, AFT

JULY 1, 2017 – JUNE 30, 2019

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AGREEMENT

This Agreement is made and entered into by and between the Board of Education of Elmwood Park Community Unit School District Number 401, Cook County, Illinois, hereinafter referred to as the “Board” and the Elmwood Park PSRP Council, West Suburban Teachers’ Union, Local Number 571, IFT, AFT, hereinafter referred to as the “Union.”

ARTICLE 1 RECOGNITION AND DEFINITIONS

1.1 Recognition.

The Board recognizes the Union as the sole and exclusive bargaining agent for all paraprofessional and school related support staff including nurses, all secretaries, clerks, monitors/security, aides and technology personnel. Excluded employees are accounts payable, payroll, Board secretary, accountant, HR generalist, technology manager, IT director, Network Administrator, lunch program employees, supervisory employees, managerial employees, confidential and short-term employees as defined by the IELRA and all other employees.

1.2 Definition of Terms.

1.2.1 Full-time Employee. A full-time employee is any employee who is regularly employed for at least thirty-five (35) hours per week.

1.2.2 Twelve (12) Month Employee. Any employee who is regularly employed on a twelve (12) month basis.

1.2.3 Two Hundred or More (200+) Day Employee. Any employee who is regularly employed for two hundred or more (200+) days.

1.2.4 Less than Two Hundred (-200) Days Employee. Any employee who is regularly employed for less than two hundred (-200) days.

ARTICLE 2 BOARD RIGHTS

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States.

The Board’s rights include, but are not limited to, the full and exclusive right to hire, discharge, discipline, assign, layoff, direct, evaluate, determine the qualifications of employees, determine and control the operations of the District, and make work rules, and standards.

The exercise of the Board's statutory and Constitutional powers shall be subject to the provisions of law and the express terms of this Agreement. Such rights, unless otherwise specifically restricted by this Agreement, remain the prerogative of the Board of Education.

ARTICLE 3 **NO STRIKE**

During the term of this Agreement, in no event shall the Union nor any of its members, agents or any employees for any reason authorize, institute, or engage in a strike, or in a slowdown, work stoppage, picketing which would disrupt the operation of the schools, Administrative Offices or facilities of the School District. Nor shall the District, during the term of this Agreement, lockout the employees, provided, however that a Board decision to suspend operations and/or duties of bargaining unit employees during a strike, slowdown or work stoppage by another bargaining unit shall not be deemed a lockout. If operations are suspended during a strike, slowdown or work stoppage by another bargaining unit, (1) insurance benefits will be continued for bargaining unit employees covered by this Agreement, and (2) twelve-month bargaining unit employees shall not suffer a loss of salary if their duties are suspended.

ARTICLE 4 **UNION RIGHTS**

4.1 Union Dues.

The Board agrees that it shall, upon written request of an employee, withhold from the compensation of that employee any dues payable by such employee to the Union and, if also authorized, a contribution to the IFT/571 Committee on Political Education (COPE). The Board shall transmit such withholdings separately to the official designated in writing by the Union on a monthly basis. Dues shall be withheld on a monthly basis for ten (10) months in an amount which is equal to the prorata share of the annual dues payable to the Union. Nothing herein shall prevent an employee from revoking the his/her written request to have dues deductions withheld from compensation, in which case the employee shall notify the local Union President and the Superintendent in writing to discontinue such withholding.

4.2 Use of Facilities and Equipment.

The Union shall have the right to use District office equipment, copy machines, and space within school buildings for Union activities provided that an application for use of school facilities is made to the Principal. The application must be submitted at least one day in advance of the meeting, unless such one-day advance notice cannot be given for good causes stated in the application. If such meeting results in additional maintenance or custodial expense, the Union shall pay the cost. Such meetings may only be held during

non-working hours and may not interfere with any facet of the school's educational, administrative or extra-curricular program.

4.3 Bulletin Boards.

The Union may use available bulletin board space in employee lounges or other areas not usually frequented by students or members of the public to post notices and other materials related to Union business. All notices and materials shall be dated and posted by a Union representative authorized by the Union President.

4.4 New Employees.

Names and addresses of newly hired employees covered by this Agreement shall be sent to the Union within ten (10) District Office workdays from the date of Board action approving employment in the School District.

4.5 Contract.

The Board will post the Contract on the District website in a non-editable format and provide the Union with an editable version in MS Word or other suitable program.

4.6 Right to Information.

The Union President may retrieve the agenda of any regular or special Board meeting from the District website. If such information is provided in a different manner to the Presidents of other bargaining units, the PSRP President will be provided the information in the same manner as the other Presidents. The Board shall provide the Union President, upon his/her request, with any of the following documents if not posted on the District website: the annual fiscal year and financial statement and audit, the approved tentative budget, amended budgets, treasurer's reports, and regularly prepared statistical information pertaining to wages paid and benefit coverage.

4.7 Union-Administration Meetings.

The Superintendent and the Union President shall hold monthly meetings between September and May to exchange information and discuss items of mutual concern. The Superintendent and Union President shall exchange agenda items at least three (3) workdays prior to a scheduled meeting. More frequent meetings may be scheduled. If there are no items submitted for an agenda, the meeting shall be cancelled.

4.8 Union Leave.

A cumulative maximum of three (3) days of Union Leave shall be granted each school year for the purpose of allowing Union representatives to attend local, state or national conferences without loss of pay. Such days may be used within the year they are granted and shall not be cumulative.

Employee requests for Union Leave must be made to the Superintendent or his/her designee at least five (5) workdays in advance of the proposed leave, which requests shall be subject to the approval of the Superintendent. No more than two (2) bargaining unit members may utilize Union Leave on the same workday. The Union shall reimburse the District for its costs in providing a substitute, if any, for each day of Union Leave taken by an employee.

4.9 New and Restructured Positions.

The Board may from time to time create new bargaining unit positions or restructure current bargaining unit positions. When this occurs, the Board will notify the Union promptly in writing. If the Union desires to meet and negotiate the salary, benefits and working conditions of the new or restructured bargaining unit positions, the Union will notify the Board within ten (10) calendar days of receipt of the Board's written notice.

4.10 Evaluation.

The Parties shall establish an administrative-union committee to develop an evaluation plan for the members of the bargaining unit. The committee shall make recommendations to the Board and Union for implementation in the 2018-2019 school year.

ARTICLE 5 **EMPLOYEE RIGHTS**

5.1 Hours of Work per Day and Week.

The regular workday for full-time employees shall be a maximum of eight (8) hours daily. An employee whose regular workday exceeds five (5) hours shall include a thirty (30) minute unpaid duty-free lunch. The normal work week shall be Monday through Friday. An employee's regular work hours will not be modified to avoid the payment of overtime.

5.2 Right to Representation.

When an employee is required to appear before the Superintendent, other administrator, Board or any committee thereof, concerning any matter which could reasonably result in the discipline of the employee or continued employment, the employee shall be entitled to have a Union representative present at such a meeting.

5.3 Probationary / Continuing Employees.

A new employee is designated a "probationary" employee. The probationary period for a new-employee who commences employment after the date this Agreement is ratified by both the Union and the Board shall begin on the first day of work. Such probationary period shall be twelve (12) months. Upon completing his/her probationary period, an employee shall be considered a continuing employee.

An employee who began work on or before the date this Agreement is ratified by both the Union and the Board and who has not been employed for twelve (12) months shall be deemed a probationary employee until the end of the 2017-2018 school year (i.e., June 30, 2018).

5.4 Suspension without Pay More Than Two Workdays / Discharge for Cause.

A probationary employee may be suspended or discharged without recourse at any time prior to the end of the probationary period.

A continuing employee may be suspended without pay for more than two (2) workdays or discharged only for just cause.

Prior to suspension without pay for more than two (2) workdays or a recommendation for discharge for cause, the continuing employee shall be afforded an opportunity to meet with the Superintendent or his/her designee to discuss the reason(s) for the suspension or recommendation for discharge. The continuing employee may be suspended without pay for up to two (2) workdays pending such meeting, or for greater than two (2) days pending such meeting if the continuing employee's Union representative is unavailable.

In the event of a recommendation for discharge for cause, the continuing employee will be afforded an opportunity to address the Board in closed session prior to Board action on the discharge recommendation.

ARTICLE 6 **VACANCIES AND TRANSFERS**

6.1 Vacancy.

A vacancy shall be defined as a newly-created or present bargaining unit position that becomes open due to an employee's resignation, retirement or termination, or a newly created but unfilled position. All vacancies shall be posted for at least five (5) working days on District AppliTrack (or alternative District software), during which time the Board shall not fill the position except on a temporary basis. If the vacancy occurs during the summer break period, the notice shall be posted for ten (10) calendar days. Notice of vacancies occurring during winter and spring breaks shall be electronically posted for at least five (5) working days following the end of such breaks. Unless otherwise stated, all time limits in this subsection shall consist of working days on which the District administrative offices are open.

A bargaining unit employee who meets the minimum qualifications and submits an application for a vacancy will be afforded an opportunity to interview for the position. A bargaining unit employee who is not selected for the position will be given the reason(s) for the decision, if requested.

6.2 Involuntary Transfer.

An involuntary transfer is defined as a District-initiated reassignment of an employee to a bargaining unit position in another category in the same building, or to another building. No employee shall be involuntarily transferred on a permanent or indefinite basis unless the employee is first notified in writing of the transfer and afforded an opportunity to discuss the reasons for the transfer with the Superintendent or designee. An employee who is involuntarily transferred to a lower-paid position will have his/her hourly wage frozen at the current level for the remainder of the current school year. After this period of pay freeze, the employee will be moved to the new pay level at a rate of pay comparable to other employees within that position with similar years of employment in the District as determined by the Board or its designee. Nothing within this subsection limits the rights of the Board with respect to reduction in force.

ARTICLE 7 **SENIORITY, LAYOFF & RECALL**

7.1 Seniority by Category.

Seniority by category of position shall be the controlling factor in reduction in force.

7.2 Seniority Date.

For purposes of this Agreement and reduction in force of support staff under the *Illinois School Code*, the seniority of each employee shall date from the employee's last date of hire by the Board and an employee's seniority shall be measured by the employee's length of continuous service with the Board since the employee's last date of hire. Date of hire shall be the date on which the employee actually begins work. If two or more employees have the same seniority, the Superintendent or his/her designee shall determine the relative seniority of the affected employees by a drawing of lots, witnessed by the affected employees and an authorized Union representative.

7.3 Seniority List.

The Board shall maintain and keep current a seniority list by category of position, noting the employee's date of hire. The Superintendent shall post a copy of the seniority list on the Elmwood Park website no later than October 1 of each school year. Seniority shall not be broken when employment is terminated at the end of the school term and then resumed at the start of the next school term. Otherwise, seniority shall be broken upon termination of employment.

7.4 Reduction in Force.

In the event of a reduction in force under Section 5/10-23.5 of the *Illinois School Code*, employees shall be dismissed by category of position on the basis of least seniority in the

category of position first. Provided, however, in any category for which legal qualifications are established by law or by regulation of the State Board of Education, the more senior employee in that category must be legally qualified to fill the position of a less senior employee in that category in order for the more senior employee to have bumping rights.

7.5 Categories of Positions.

For purposes of reduction in force under this Article, the categories of positions shall be as follows:

- Building Office Clerk (includes Attendance Recorder)
- Bilingual Paraprofessional / ELL Paraprofessional
- Campus Monitor
- Instructional Paraprofessional (regular and special education)
- Library Aide
- Nurse
- Registrar
- Secretary
- Technology Support Specialist
- Web Media Specialist

ARTICLE 8 **GRIEVANCE PROCEDURE**

8.1 Definition.

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

8.2 Procedure.

The parties agree that it is desirable for an employee and the employee's immediate supervisor to resolve problems informally. Accordingly, an attempt to resolve informally may be made by the employee approaching and discussing the problem with the supervisor before filing a grievance. If a grievance is not resolved informally, it must be processed in accordance with the following:

8.2.1 Step One. The grievant or Union shall file the grievance in writing with the grievant's immediate supervisor within fifteen (15) working days of the date of the event giving rise to the grievance. The immediate supervisor shall confer with the grievant within ten (10) working days of the supervisor's receipt of the grievance. A decision shall be rendered by the immediate supervisor to the grievant in writing within five (5) working days of the conference. If the event giving rise to the grievance originates directly from the action of an administrator above the grievant's immediate supervisor, the grievance may be filed with the District

designated administrator at Step Two within twenty (20) working days of the event giving rise to the grievance.

8.2.2 Step Two. If the grievance is not satisfactorily resolved at Step One, the grievant or Union may appeal to the District designated administrator, in writing, within fifteen (15) working days of the date of the immediate supervisor's reply at Step One. The District designated administrator shall hold a conference with the grievant within ten (10) working days after receipt of the appeal and render a written decision within ten (10) working days after the conference.

8.2.3 Step Three. If the grievance is not satisfactorily resolved at Step Two, the grievant or Union may appeal to the Superintendent, in writing, within fifteen (15) working days of the date of the District designated administrator reply at Step Two. The Superintendent shall hold a conference with the grievant within ten (10) working days after receipt of the appeal and render a written decision within ten (10) working days after the conference.

8.2.4 Step Four. If the grievance is not satisfactorily resolved at Step Three, the grievant or Union may appeal to the Board of Education. The grievance must be submitted to the Board within fifteen (15) working days of the date of the Superintendent's decision at Step Three. The Board shall conduct a hearing on the grievance within forty-five (45) calendar days of the date of receipt by the Superintendent of the appeal to the Board or as otherwise agreed. The Board shall have fifteen (15) working days following the hearing, or until the next regular Board meeting, whichever is later, to approve and render a written decision.

8.2.5 Step Five. If the grievance is not satisfactorily resolved at Step Four, the Union may submit the grievance to binding arbitration within thirty (30) working days after receipt of the Board's decision at Step Four, by requesting an arbitrator from the American Arbitration Association and filing a copy of the request with the Superintendent within the thirty (30) working day period. The selection of the arbitrator shall follow the voluntary labor arbitration procedures of the American Arbitration Association. The fees of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them. Either party shall be entitled to have a court reporter present and submit a transcript and post-hearing brief to the arbitrator. Unless the parties split equally the cost of the court reporter and the transcript, the party not requesting the court reporter shall not be entitled to a transcript.

8.3 General.

8.3.1 An employee who participates in the grievance procedure shall not be subjected to discipline or reprisals because of such participation.

- 8.3.2** An employee shall be entitled to Union representation at each step of the grievance procedure.
- 8.3.3** All grievance records shall be stored separately from the employee's regular personnel file after final resolution of the grievance.
- 8.3.4** The Board and the Administration will attempt to arrange mutually convenient times and places for meetings and hearings conducted under the grievance procedure; provided, however, the Board and the Administration shall not be required to conduct any grievance meeting or hearing on working time or to pay any employee for time spent in processing any grievance on non-working time.
- 8.3.5** The time limits and procedures for grievance processing must be strictly followed. Failure of the grievant or the Union to meet any time limit shall bar submission or further processing of the grievance. Failure of the Board or the Administration to respond within the time limits specified shall permit the grievant or the Union to proceed to the next step. Time limits may be extended at any step by mutual agreement of the parties in writing. Unless otherwise provided, all time limits in this grievance procedure shall consist of working days on which the District administrative offices are open.
- 8.3.6** Upon mutual written agreement of the Union and the Superintendent, a grievance may be brought directly to the Superintendent.
- 8.3.7** Each grievance must state the specific provisions of the Agreement alleged to have been violated, the facts upon which the grievant relies to establish the alleged violation and the relief sought. In the case of a grievance filed by the Union, the grievance shall also state the names of the employees for whom relief is sought.
- 8.3.8** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement and shall decide only the specific issues raised in the written grievance and the replies thereto. The arbitrator's decision shall be based solely upon the specific terms of this Agreement and the relevant facts presented. The arbitrator shall have no authority to decide or make recommendations on other matters.
- 8.3.9** Union officials and grievants shall be granted release time without loss of pay, if needed to process and resolve a grievance.

ARTICLE 9
PERSONNEL FILE

Only one official Board file shall be kept for each employee. Every employee shall be allowed access to the employee's official Board file no later than five (5) working days after submission of a written request to the District's Designee to view the file. If an employee is not permitted to view

the file on working time, then reasonable arrangements will be made before or after regular office hours for the employee to view the file.

An employee shall be provided with two (2) copies of any documents adverse to the employee's employment status. At the times he/she receives the copy(ies) the employee shall sign one copy of the document(s) indicating receipt and said documents shall be placed in the official Board file. The employee shall not be charged for such copy.

Every employee shall have the right to add material of reasonable length to the employee's official Board file and attach dissenting or explanatory material of reasonable length to any document in the file. "Reasonable length" shall be defined as not exceeding the document to be explained or to which the employee dissents by more than one page.

Upon written request, an employee may receive a copy of materials in his/her personnel file except for those documents which the employee may not review under the *Personnel Record Review Act*.

ARTICLE 10 **LEAVES**

10.1 Sick Leave.

Sick Leave shall be granted to employees in accordance with the following schedule.

12 Month Employees

12 days

200+ & 200--Day Employees

10 days

Up to 240 days of unused sick leave may be carried over to the following school year.

Paid sick leave shall be used only for personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family or household includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. The Board may require physician's certificates as set forth in Section 24-6 of the School Code and examinations with respect to an employee's health as provided in Section 24-5 of the School Code.

An employee may access his/her sick leave record using the District's Skyward system (or alternative District software).

10.2 Personal Leave.

All employees shall be entitled to use two (2) days each school year for paid personal leave. Personal leave may be used only for personal business which cannot be scheduled except during an employee's designated work time. Personal Days may also be used for religious

holidays. The employee shall make application for personal leave to the Superintendent or his/her designated representative at least 48 hours in advance of the leave, unless the business is such that this advance notice cannot be given. If 48-hour notice is not possible, the application shall be routed through the employee's immediate supervisor for his/her acknowledgment and his/her contacting the Superintendent's office by telephone to make the necessary arrangements. Personal days shall not be granted on the day before or the day after a holiday, winter or spring school break, or vacation, if eligible. Unused Personal Leave shall be accumulated as Sick Leave.

10.3 Bereavement Leave.

10.3.1 Five (5) consecutive bereavement days will be granted annually for the death of a parent, spouse, or child.

10.3.2 One (1) bereavement day will be granted per occasion for the death of other immediate family members of the employee or spouse. Immediate family is defined in Sick Leave. Up to five (5) days will be granted annually.

10.3.3 Use of sick time is permitted if additional days are needed.

10.3.4 Notice of use of bereavement leave must be given in the same manner as notice of emergency leave Personal Leave is given, except that all applications must state the name of the deceased and the relationship of the employee to the deceased. Bereavement leave is non-cumulative. Exceptions or additions to this listing may be requested on an individual basis by meeting with the Superintendent or designee.

10.4 Extended Illness Leave without Pay.

A leave of absence without pay beginning at the start of the school year or semester and ending at the end of the school year or semester may be granted by the Board due to personal illness or serious illness in the immediate family or household. Such leave may be available only after the employee has exhausted all available sick leave days and Family and Medical Leave. The request for leave must be made in writing to the Superintendent at least sixty (60) calendar days, if possible, prior to the beginning of the leave which timeline may be waived by the Board at the Board's sole discretion. An extension of the leave may be requested, but the extension shall not exceed one semester. The Board may require evidence of extended illness in the same manner as for paid sick leave use. The Board's decision on any leave request shall be made in the Board's sole discretion.

10.5 Leave of Absence without Pay.

The Board may grant a leave of absence of not more than one school year, without pay. Applications for such leave must be submitted in writing to the Superintendent at least sixty (60) days, if possible, in advance of the beginning of the leave which timeline may be waived by the Board at the Board's sole discretion. The Board's decision on any leave request shall be made in the sole discretion of the Board. The employee must notify the

Superintendent by at least March 1 of the school term preceding the school term the employee is due to return to work from the leave or sixty (60) days prior to the date the employee is due to return to work from the leave, whichever occurs first. If notification is not received and the date of notification has passed, the vacancy will be posted so the position can be filled. Failure to so notify the Superintendent, in writing, shall constitute resignation of the employee effective at the end of the leave. An employee granted a leave may continue in the group medical insurance if he/she chooses at his/her own expense, by paying the full premium.

10.6 Child-Rearing Leave.

An employee with a new born child or an employee who is adopting/fostering a child may request a child-rearing leave. The Board's decision on any leave request shall be made in the sole discretion of the Board. The leave must begin no later than the birth of the child and following the exhaustion of an FMLA leave for which the employee is eligible, and end at the start of the following school term. The employee must apply for the leave in writing with the District's Designee at least thirty 30 days, or as soon as possible, in advance of the anticipated birth/adoption/placement of the child. The employee must notify the Superintendent by at least March 1 of the school term preceding the school term the employee is due to return to work from the leave. Failure to so notify the Superintendent in writing shall constitute a resignation of the employee effective at the end of the leave.

10.7 Jury Duty Leave.

Employees must notify the Superintendent or designee as soon as possible after being summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which salary is claimed. Employees who are required to serve on jury duty at times when they would be working shall be paid their regular salary. Employees may retain any amounts paid while performing jury duty as expenses for jury duty.

10.8 Leave Benefit Coverage.

Fringe benefits for employees on leaves with pay shall continue during the leave. Employees on unpaid leaves of absence shall not receive or accrue any Board-paid fringe benefits. Employees on child-rearing leave may continue in the health, medical and dental insurance and death benefit programs at the employee's expense at the conclusion of an approved FMLA leave. Employees on any other unpaid leave may continue in the health, medical and dental insurance programs at the employee's expense as may be permitted by the District's insurance carrier.

10.9 Unpaid Family Medical Leave.

Employees will be eligible for and have access to leave under the *Family and Medical Leave Act*, as amended, as provided in the Act. The Board's Family and Medical Leave Act policy shall be included in the Board Policy Manual. Required FMLA notices shall be

posted at the District's schools where they may be readily seen by employees. The FMLA forms can be obtained on the District's intranet.

ARTICLE 11
SALARY

11.1 Salary.

11.1.1 Starting Hourly Rates. The following starting hourly rates shall be in effect for the duration of this Agreement:

<u>Position</u>	<u>Starting Hourly Rate</u>
Building Office Clerk (includes Attendance Recorder)	\$12.00
Bilingual Paraprofessional / ELL Paraprofessional	\$13.89
Campus Monitor	\$14.00
Instructional Paraprofessional (i.e., regular and special education classroom aide)	\$13.89
Library Aide	\$13.89
Nurse (RN)	\$23.81
Nurse (LPN)	\$15.88
Registrar	\$20.00
Secretary	\$17.50
Technology Support Specialist	\$15.75
Web Media Specialist	\$20.00

11.1.2 Hourly Rate Increases. Bargaining unit employees who began work prior to July 1, 2017 shall receive the following percentage increases in their hourly rates for each of the indicated school year of this Agreement, said increases becoming effective for the 2017-2018 school year as provided in Article 16:

2017-2018 (July 1, 2017 through June 30, 2018): 2.1%

2018-2019 (July 1, 2018 through June 30, 2019): 2.1%

A bargaining unit employee who began work on or after July 1, 2017 and before July 1, 2018 shall receive the hourly rate increase shown above for the 2018-2019 school year.

11.2 Payroll.

All employees will be paid twice each month on the fifteenth (15th) day and the last day of the month. If the pay day falls on a weekend, or teacher non-attendance day, the check will be available on the last teacher attendance day prior to that pay date.

Unless an employee otherwise elects by May 1 of each school year, each less than 12-month employee shall receive his/her summer pay on regularly scheduled pay dates. The Board shall provide an election form to each employee by April 1 of each school year which offers the option of receiving the balance of pay on the last regular school day.

11.3 Retirement Severance Award.

An employee who is at least sixty (60) years of age and retires from the District with at least fifteen (15) continuous years of full-time service will receive a severance bonus equal to \$80.00 for each year of continuous full-time service in the District. An employee may declare his/her intention to retire up to two (2) years prior to the actual retirement date. If notice of the intent to retire is received by the June first of the year before or two years before the retirement date, the District will apply as much of the severance bonus as possible to increase the employee's salary up to a maximum of 6% over the previous year's salary. If there is any of the severance bonus remaining after increasing the employee's salary to 6% that money will be paid in a single lump sum to the employee between 35 and 60 days following the date of retirement.

ARTICLE 12 **FRINGE BENEFITS**

12.1 Health, Medical and Dental Insurance.

The Board shall offer a medical, health, vision, and dental insurance program for full-time employees.

For each school year of this Agreement, the cost of the insurance premiums for such coverages shall be shared by the Board and the full-time employee on the basis of the following schedule.

Employees hired as of September 1, 2009 or later:

Single Premium:	Board 80%	Employee 20%
Single + 1 Dependent Premium:	Board 60%	Employee 40%
Family Premium Coverage:	Board 50%	Employee 50%

Employees hired prior to September 1, 2009 or employees beginning year five:

Single Premium:	Board 90%	Employee 10%
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Single +1 Dependent Premium:	Board 70%	Employee 30%
Family Coverage Premium:	Board 60%	Employee 40%

The Committee shall meet annually or as needed to review the District’s insurance program and make recommendations to the Board and Union. The Union may appoint two (2) members of the bargaining unit to participate on the District’s current Insurance Committee.

12.2 Term Life Insurance.

The Board of Education shall offer term life insurance in the amount of \$15,000 for full-time employees. Premiums will be paid by the Board.

12.3 Long Term Disability.

The Board shall offer, at no cost to the full-time employees, a Long Term Disability policy as provided to other classified employees in the District.

12.4 Employees with Regular Workweeks of Less than Thirty-Five (35) Hours.

For an employee whose regular workweek is less than thirty-five (35) hours, the Board shall contribute towards health, medical and dental insurance, term life insurance, and long-term disability insurance on a pro-rata basis, subject to eligibility for coverage as determined by the insurance carriers.

12.5 Flexible Benefit Plan and Annuities.

All members of the bargaining unit shall be eligible for participation in the Flexible Benefit Plan in accordance with the provisions of IRC Section 125 and 129. The cost of administering this plan shall be borne by the Board, and the Board shall have the right to select the provider of the plan.
Information on 403 (b) 457 (b) annuities are available on the intranet.

12.6 Extra Duty Assignments.

Employees shall be eligible to apply and accept Extra Duty Assignments enumerated in the collective bargaining agreement between the Board and the Elmwood Park Educational Team (“E.P.E.T.”).

Employees who accept such Extra Duty Assignments and are exempt from the Fair Labor Standards Act’s (“FLSA”) overtime requirements will fulfill all of the requirements of the Extra Duty Assignment and shall be paid the stipend enumerated in the Board- E.P.E.T. agreement.

Employees who accept such Extra Duty Assignments and are not exempt from the FLSA’s overtime requirements will be compensated at their normal hourly rate for the Extra Duty

Assignment work, subject to the FLSA's overtime rules. Unless otherwise authorized in writing by the Superintendent, such employee shall cease performing an Extra Duty Assignment when the hours worked by the employee for such assignment, compensated at his/her regular hourly and overtime rate, meets the stipend amount specified in the Board-E.P.E.T. agreement. It shall be the responsibility of the employee to accurately record and timely report his/her hours worked as directed by the Business Office.

ARTICLE 13 **OVERTIME, COMPENSATORY TIME & SUBSTITUTIONS**

13.1 Overtime.

Overtime shall be any work performed after forty (40) hours actually worked per week. Overtime shall be paid at a rate of one and one-half times the employee's regular rate or paid at double the employees' rate for overtime work on a Sunday or holiday. Overtime must be pre-approved by an employee's supervisor.

13.2 Compensatory Time.

Compensatory time may be substituted for overtime with the agreement of the employee and District. Compensatory time shall be awarded on the same basis at overtime payments. Compensatory time may be used within a reasonable period of time after it is accrued. An employee may not accumulate more than forty (40) hours of compensatory time. Arrangements to use compensatory time must be made in advance with the employee's supervisor and so long as use does not unduly disrupt operations.

Compensatory time that has not been used at the end of the fiscal year shall be paid to the employee at his/her overtime rate of pay when the time was accrued.

Employees who leave the District who have accrued compensatory time shall be paid for the time at his/her overtime rate of pay when the time was accrued.

13.3 Internal Substitution.

Any employee substituting in a position with a higher classification than his/her own shall receive the higher pay grade commencing on the fifth (5th) consecutive working day in that position and for as long thereafter as he/she continues to substitute in that position.

ARTICLE 14 **VACATION**

14.1 Twelve (12) month full-time employees shall be awarded vacation days in accordance with the following schedule:

No vacation is awarded to an employee with less than one (1) year of service

<u>Years of Service</u>	<u>Vacation Days</u>
After one (1) through five (5)	10
Six (6) to fifteen (15)	15
More than fifteen (15)	20

- 14.2 Employees who are assigned to a twelve (12) month position who were previously employed as a 200+ day employee will receive vacation credit in their new assignment for the years they have worked in District 401 at 74%.
- 14.3 Employees who are assigned to a twelve (12) month position who were previously employed as a –200 day employee shall receive vacation credit in their new assignment for the years they have worked in District 401 at 60%.
- 14.4 Employees impacted by the provisions of 13.2 and/or 13.3 prior to the 2017-2018 school year shall receive the benefits of 13.2 and 13.3 after the effective date of the Agreement, but not retroactive for prior school years.
- 14.5 Vacation days may not be accumulated but must be used in the year in which they were awarded or will be forfeited.
- 14.6 Holidays shall not be charged as vacation days when they occur during a vacation.

ARTICLE 15
HOLIDAYS

Provided that school is not in session, 12-month District employees will not be required to work and will be paid for the following days which fall on a normal workday (i.e., Monday through Friday). If school is in session, all employees must work and there will be no paid holiday.

Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	New Year’s Eve
New Year’s Day	Martin Luther King’s Birthday
Lincoln’s Birthday*	Casimir Pulaski Day
Independence Day	Memorial Day

*The Board may substitute President’s Day at its discretion.

Provided that school is not in session, less than 12-month District employees will not be required to work and will be paid for the foregoing days which fall on a normal workday (i.e., Monday

through Friday) within their work calendar. If school is in session, all employees must work and there will be no paid holiday.

The District may require an employee to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or properties.

ARTICLE 16
SAVINGS

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction over the Board and the Union or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause of this Agreement, said article, section or clause, as the case may be, shall be deleted from this Agreement to the extent that it violates the law; but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

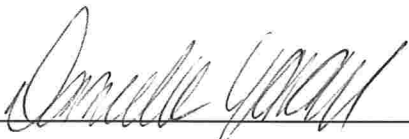
ARTICLE 17
TERMS OF AGREEMENT


This Agreement shall become effective on the first workday following ratification by the PSRP Council and approval by the Board and continue in effect through June 30, 2019. The Agreement shall be retroactive to July 1, 2017.

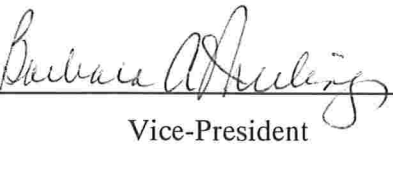
IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals as of the day and year first above below.

ELMWOOD PARK PSRP COUNCIL,
WEST SUBURBAN TEACHERS' UNION
LOCAL NUMBER 571, IFT-AFT

BOARD OF EDUCATION
ELMWOOD PARK COMMUNITY UNIT
SCHOOL DISTRICT 401

By: 
President

By: 
President

By: 
Vice-President

Attest: 
Secretary

Date: 3-21-18

Date: 3-21-18