

**SKOKIE SCHOOL DISTRICT 68**

**AND**

**DISTRICT 68 CLASSIFIED ORGANIZATION REPRESENTING EMPLOYEES**

**PROFESSIONAL NEGOTIATIONS AGREEMENT**

2012-2017

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**AGREEMENT BETWEEN  
BOARD OF EDUCATION  
SKOKIE SCHOOL DISTRICT NO. 68  
AND  
DISTRICT 68 CLASSIFIED  
ORGANIZATION REPRESENTING EMPLOYEES**

**ARTICLE I - RECOGNITION**

**1.1 General**

The Board of Education recognizes the District 68 Classified Organization Representing Employees (“C.O.R.E.” or the “Association”) as the sole representative for all full and part-time office personnel, student care and para-professionals, building operation and maintenance personnel, food service personnel and transportation personnel, exclusive of supervisors, short-term, managerial and confidential employees as defined under the Illinois Educational Labor Relations Act.

**1.2 Scope**

The parties shall negotiate wages, hours, and other terms and conditions of employment.

## ARTICLE II - GRIEVANCE PROCEDURE

### 2.1 Definition

A grievance shall mean a complaint by the Association, employee or group of employees that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

### 2.2 Statement of Basic Principles

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this agreement shall be construed to prevent any individual from discussing a problem with the administration and having it adjusted without intervention or representation of Association representatives.
2. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
3. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to filing or to any further appeal and an administrator's 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.
4. Any employee has a right to be represented in the grievance procedure. The employee shall be present at any grievance discussion when the administration and/or the Association deems it necessary.
5. All time limits shall consist of school days; however, during summer recess, time limits shall consist of days when the central administrative office is open to the public for business.
6. With the agreement of both parties, one of the grievance steps can be bypassed.

### 2.3 Procedures

1. **First Step.** An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate superior.

2. **Second Step.** If grievance cannot be resolved informally, grievant(s) shall file the grievance in writing and at a mutually agreeable time discuss the matter with the administrator. Within 10 days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, and the administrator shall meet to resolve the grievance. The written grievance must state the nature of the grievance, note the specific clause or clauses of the Agreement allegedly violated, and state the remedy requested. Any grievance filed by the Association or a group of employees must specifically state by name each employee included within the grievance, the nature of the grievance and the remedy sought for each such employee at the Step 2 meeting.

The filing of the grievance at the second step must be within twenty-five (25) days from the date of the occurrence of the event giving rise to the grievance, except for grievances regarding payroll which must be filed within thirty-five (35) days of the receipt of the initial paycheck involved in the grievance. The administrator who has authority to make a decision on the grievance shall make such a decision and communicate it in writing to the employee(s) and the Superintendent within ten (10) days of the second step meeting, with a summary of reasons for the decision.

3. **Third Step.** In the event a grievance has not been satisfactorily resolved at the second step, the grievant(s) shall file, within ten (10) days of the administrator's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the administrator 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 grievant(s), the administrator, and the Association, with a summary of reasons for the decision.
4. **Fourth Step.** If the grievance is not resolved satisfactory at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, within thirty (30) days from receipt of the Step 3 answer, a demand for arbitration to the American Arbitration Association, which shall act as the administrator of the proceedings unless the parties can mutually agree on another arbitrator. The parties shall operate under the Voluntary Rules of the AAA unless they both agree to the expedited rules. The decision of the Arbitrator shall be binding on the parties. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. Expenses for the Arbitrator's services shall be borne equally by the District and the employee(s).

## ARTICLE III – INSURANCE

### 3.1 Health Insurance

#### 1. Plan Options

The Board will provide options for comprehensive group medical/hospitalization insurance. Options to be offered include:

- A Participating Provider Option (PPO) plan which provides two benefit levels for hospital-related services and doctors, with higher benefits for hospitals and doctors in the network.
- A Health Maintenance Organization (HMO) which requires participants to manage their health care through a primary care physician and provides first dollar coverage for most services.

#### 2. Eligibility and Cost Sharing

Membership in the group insurance plan is optional and regular employees may elect to participate:

- If a full-time employee elects to participate in the group health insurance plan, the Board will pay the following percentage of the premium:

<u>Plan</u>	<u>Single Coverage</u>	<u>Family Coverage</u>
PPO+	80%	70%
HMO	80%	70%

- Regular employees who work at least one-half time in their job category and at least three-hours per day throughout the school year will be eligible to participate in the group health insurance plan, in accordance with proration of benefits described in Section 6.2 of this Agreement.
- Family coverage extends to those with domestic partners.
- Membership will not be open to temporary employees.

Participating employees will authorize the District to make payroll deductions for their share of the premium cost.

Beginning with the 2012-13 policy year, if the total premium cost for health insurance increases in either the PPO or HMO plans by 10% or more from the previous plan year, an Insurance Committee to include EA, classified and administrative representatives will be convened to consider ways to reduce the premium increase. If, by no less than fourteen (14) days before the premium increase takes effect, the Insurance Committee cannot agree on alternatives that would lower the premium increase below

10%, then 50% of the amount over the 10% increase in the overall premium will be paid by the employees participating in the plan in which the premium increase exceeds 10%.

3. Continuation of Coverage

a. Leave of Absence

Employees on extended personal leaves, in accord with Section 4.4 of this Agreement, may elect to retain their group membership at the time the leave is granted for the duration of the leave. The employee is responsible for payment of the full premium to the District in advance. This continuation of coverage includes the COBRA continuation period.

b. Medical/Disability Leave

- Employees absent from the District due to a leave covered under the Family and Medical Leave Act, in accord with Section 4.2 of this Agreement, may elect to continue group coverage if they reimburse the District in advance for the employee's share of the premium.
- Employees absent from the District for reasons of extended temporary disability, in accord with Section 4.3 of this Agreement, will be entitled to retain group coverage provided they reimburse the District for the employee's share of the premium.

c. Retirement

- The retired employee must be at least 55 years of age and eligible for retirement benefits under Section 8.7 of this Agreement. The Board will continue to pay one half of the single premium rate. The retiree is responsible for paying the rest of the premium for single or family coverage in advance. The employee must apply for this coverage prior to leaving service with District 68. Inclusion in District 68's group plan would terminate when the employee became eligible for Medicare/Medicaid. However, the employee will be considered a group member in order to obtain access to Medicare supplement plans offered by the District's carriers.
- The spouse of a deceased retired employee may continue membership for the spouse and eligible dependents in the District group upon payment of the employee's share of the premium until the spouse either (1) remarries, (2) becomes eligible for inclusion in another group health insurance plan, or (3) becomes eligible for Medicare/Medicaid. The spouse will be eligible to participate in the Medicare supplement plans offered by the District's carriers.



### **3.2 Dental Insurance**

The Board shall make available a group dental insurance plan. The plan shall pay, to a total annual \$2,000 limit per individual, the usual and customary costs of diagnostic and preventative treatments, and after a \$50 annual deduction, 85% of basic treatments for the preservation of natural teeth and 60% of major treatments and replacements. The plan shall also pay 50% of orthodontic costs for dependents under 19 years of age, after a \$100 lifetime deductible to a lifetime limit of \$1,000.

If a full-time employee elects to participate in the group dental insurance plan, the Board shall pay 60% of the premium costs; for a part-time employee the Board shall pay a lesser proportion as outlined in Section 6.2 of this Agreement.

Employees absent from the District due to a leave covered under the Family and Medical Leave Act (in accordance with Section 4.2 of this Agreement) shall be entitled to continue group coverage if they reimburse the District in advance for pro rata costs.

Employees electing early retirement benefits may retain their coverage either to age 65 or for 18 months, whichever is longer, at their own expense provided they meet the conditions for continuation of health insurance as outlined in Section 3.1 of this Agreement.

### **3.3 Group Term Life Insurance**

The Board shall make available group term life insurance in an amount equal to the employee's annual salary rounded up to the next even thousand but not less than \$5,000 to those employees eligible for fringe benefits who elect such coverage. If a full-time employee elects to participate in the group term life insurance plan, the District shall pay 60% of the premium costs; for part-time employees the District shall pay a lesser proportion as outlined in Section 6.2 of this Agreement.

### **3.4 Long-Term Disability Insurance for District Employees on a Premium Cost-Sharing Basis**

The Board shall make available, to those employees eligible for fringe benefits, long-term disability insurance that pays 70% of the employee's present gross salary in conjunction with any other group disability benefit coverage, or 60% if not coordinated with another group disability program. Benefits are available after a disability that uses all sick leave credit, but not sooner than 30 calendar days after the start of the disability. If a full-time employee elects to participate in the long-term disability insurance plan, the District shall pay 60% of the premium costs; for part-time employees, the District shall pay a lesser proportion as outlined in Section 6.2 of this Agreement.

### **3.5 Health and Dental Insurance Continuation**

Federal law, commonly known as COBRA, provides for the continuation, at employee expense, of health and dental insurance benefits in certain circumstances after termination or retirement from employment. The law also requires that specific notice about these rights be given individually upon termination of employment. To facilitate awareness, the Board shall provide employees with a summary of their COBRA rights upon termination of employment.

## ARTICLE IV – LEAVES

### 4.1 Absences from School

#### 1. Personal Illness

Full-time ten-month employees will be granted 10 days of sick leave per year for their first 2 years in the district, 12 days per year for years 3 through 10, 15 days per year for years 11 through 20 and 20 days per year thereafter. Twelve-month employees will be granted an additional 2 days per year.

Employees joining at mid-term or mid-year will be credited with a pro rata share of sick leave based upon the remaining time left in the school term or year. Fractions of days so computed will be rounded off to the nearest whole number.

When an employee is absent for three days or more, the employee may be required, at the discretion of the appropriate administrator, to furnish evidence from a qualified physician or practitioner, that such leave was for valid reasons. Nothing in this paragraph diminishes the Board's rights under the School Code to require health examinations and reports at its expense.

Employees shall have access to the number of sick leave days credited, deducted and accumulated through the employee portal. There is no limit on the number of days that may be accumulated.

Employees who carry long-term disability insurance may be advanced up to 15 days of sick leave limited to the period prior to the date when the employee becomes eligible for long-term disability insurance payments.

Upon resumption of duty sick leave used for a verified catastrophic illness or accident or childbirth which required 20 or more consecutive sick days, 10 days of such sick leave will be returned to the employee's sick leave account. Family illness is to be included in this benefit. Pay deductions for absences in excess of available days will be made on the basis of the employee's daily rate.

#### 2. Family Illness

Leave shall be granted to eligible employees for reasons of serious illness or death in the immediate family. Paid leave and time granted are not to be used to provide childcare or healthcare which would enable the primary care givers of the sick family member to be at work. *Immediate family* means parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, and legal guardians.

Leave granted under this provision shall be deducted from the employee's sick leave and shall be limited to a reasonable period of time until other care arrangements can be made. The employee may be requested by the appropriate department head to demonstrate evidence of need. All leave granted under this provision is subject to review by the employee's supervising administrator and approval of the Superintendent.

### **3. Bereavement**

Five (5) days bereavement leave will be allowed for the absence of an employee due to the death of someone very close to the employee. Such days, if used, shall not be deducted from accumulated sick leave.

### **4. Business Leave**

For business which cannot be conducted on other than a school day, 2 days of personal business leave will be granted. Personal business which cannot be conducted on other than a school day would include, but not be limited to, the following situations:

- a. Legal business, such as court proceedings
- b. Unexpected happenings, such as emergencies at home
- c. Family ceremonies, such as weddings and graduations of employee or immediate family members
- d. Pressing business appointments scheduled by others, such as moving dates or house closings
- e. Bereavement not covered under family illness
- f. Under unique and non-recurring circumstances, the Superintendent may grant up to 2 additional business days to be deducted from sick leave.

A leave request form shall be submitted to the appropriate administrator at least two school days in advance of the leave, except in emergency situations for which the request must be submitted in writing to the administrator as soon as reasonably possible. Personal business leave will not be granted during the first or last week of school or on workdays immediately preceding or following a school holiday or recess except in emergency situations for which the administrator may require an explanation. At the end of the employee's work year, unused business days will be added to accumulated unused sick leave.

### **5. Religious Observance**

When established religious holidays fall on regular work days, affected employees may be excused for religious observance. Deductions from pay or sick leave shall not be made for three days absence due to this reason. Up to eight additional days may be taken as temporary personal absence leave (4.4). All such persons anticipating such absences shall inform the appropriate department head.

## **6. Jury Duty**

Leave of absence will be granted to an employee who is summoned for jury duty. An employee serving on a jury will be paid at the normal rate of pay.

## **7. Absence from Summer School**

On those days summer school is in session, summer school personnel who have been employed during the previous school year may use up to two (2) days of sick leave from the regular accrued sick leave by charging one-half day or taking up to 2 summer school days without pay for each summer school day's absence due to illness.

## **8. Birth/Adoption Leave**

For mothers, fathers or adopting parents, the Board will provide up to five (5) days non-disability leave at full compensation immediately following the birth or adoption of a child in compliance with the Family and Medical Leave Act without deduction from accumulated sick leave. This leave must be taken within three weeks of the date the child arrives in the home. This benefit is in addition to the benefits provided in Section 4.2.

### **4.2 Family and Medical Leave**

A full-time employee with at least one year of experience in District 68 is eligible for up to 12 weeks per year of unpaid leave for the following reasons:

- Child adoption or child care (must be within 12 months of birth or placement with employee)
- Family illness of immediate family member (spouse, domestic partner, child or parent)
- Employee illness

During the period of family and medical leave, employees may continue health and dental insurance benefits if they reimburse the District in advance for any pro rata costs of applicable benefits for which they apply.

An employee may substitute business leave or accumulated sick leave for all or a portion of this unpaid leave if the employee's situation meets the requirements of personal or family illness as described in Section 4.1 of this Agreement.

An employee eligible for an Extended Personal Leave under Section 4.4 of this Agreement may incorporate an approved Family Medical Leave into that Personal Leave.

### **4.3 Temporary Disability Absence, Permanent Disability and Termination of Employment**

After an employee with two years of service has exhausted all sick leave and vacation pay entitlement, and continues to be unable to perform his/her job assignment because of health conditions, the person is considered to be on unpaid, extended temporary disability absence for a maximum of 180 work days. Additional time may be requested by the employee. If, upon exhaustion of this extended temporary disability absence, the employee is found by the Superintendent to be unable to return to work, the employee shall be classified as permanently disabled and employment status shall be terminated.

Disability is defined as that condition in which an employee is incapacitated because of ill health or for any other reason is physically or mentally unfit for performance of his/her duties. Determination of such disability shall rest with the Superintendent; however, the Superintendent may at his/her discretion require the employee to submit medical reports as to the extent of the disability, and provide access to documents about the disability status from the Illinois Municipal Retirement Fund. In addition, the Superintendent may request independent verification from two District-designated physicians.

After the Superintendent determines that an employee on disability is able to return to the former job assignment, the employee will resume regular employment and payroll status. Although the initial reassignment may be to a temporary job classification, return to a job classification similar to that held before disability status is to be scheduled as soon as possible with a view of maintaining effective service in the position.

Health insurance benefits shall follow the provisions of Section 3.1 of this Agreement. Access to the District term life insurance premium shall be provided in accord with Section 3.3 of this Agreement. The disabled employee pays 100% of the premium for the first six months of the disability. The premium is waived by the insurance company for any subsequent period.

### **4.4 Temporary and Extended Personal Absence Leaves**

1. **Temporary Personal Absence Leave.** An employee may request temporary leave without pay for personal circumstances not otherwise described in the District's leave provisions covered in Section 4.1 of this Agreement. Such temporary personal leave for a reasonable period of time, usually for a day or several days, may be granted by the Superintendent with the prior approval of the appropriate administrator. To ensure continuity of the educational program, non-emergency related leaves will be approved only for unique, rare and non-recurring circumstances.

Requests for leave under this section must be submitted in writing to the Superintendent not less than ten (10) school days in advance of the leave, except in emergencies when the request shall be submitted as soon as possible. Nothing requires the Superintendent or Board to grant this type of leave and any grant is not precedential.

2. **Extended Personal Absence Leave.** Extended leaves of absence without pay may be granted to benefit-eligible employees with at least two consecutive years of service upon the recommendation of the Superintendent and the approval of the Board. Such leaves may be for a period of one month up to one and one-half years. Leave must be requested in writing to the Superintendent at least 90 days in advance of the leave. A benefit-eligible employee with at least two consecutive years of service desiring an extended leave as a result of becoming an adoptive parent must notify the Superintendent in writing, upon the initiation of such adoption proceedings. It is the responsibility of the applying employee to keep the Superintendent informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child. If circumstances change (e.g. the death of a child or a cancelled adoption), the leave request may be rescinded upon approval of the Superintendent if a position in the District for which the employee is qualified is available.

A leave of less than one-half a year that terminates before or at the end of the school year is considered as one leave. This leave may be extended up through the end of the following year and still will count as one leave. A leave of one-half year or more that ends on the school year is considered as one leave.

The beginning and ending dates for personal leaves shall be determined by the Superintendent after consultation with the employee and the program administrator. For an employee's leave, the interest of the pupils in having regular and complete teaching service shall be paramount in the establishment of this date. Extended leave for employees shall end at the end of the school year. Nothing requires the Board to grant this type of leave and any grant is not precedential.

Leaves may be granted for such reasons as:

- a. Child adoption or child care
- b. Family affairs
- c. Health and hardship
- d. Other reasons at the discretion of the Superintendent and the Board wherein the pupils' interests are well served during the leave period.

Employees on such leaves may continue insurance benefits at their cost for the full premium. Employees will not advance on the salary schedule while on approved leave of absence without pay nor will they earn sick leave, but will have access to unused accumulated sick leave upon regaining status.

For seniority purposes other than salary, experience will accumulate during such extended leave of absence at the proportion of employment in effect at the time the leave is granted.

#### **4.5 Right of Return of Classified Staff Members on Approved Leaves**

A classified staff member returning from leave may have job access rights to a similar position as governed by agreed-upon retention criteria.



## **ARTICLE V – VACATIONS AND HOLIDAYS**

### **5.1 Vacations**

Paid vacations shall be granted to regular full-time and part-time 12-month employees. Vacation days are awarded July 1 and must be taken by June 30 of the following year unless approval of carryover of unused days is given by the Personnel Office.

Employees joining the District in mid-year will have a prorated number of vacation days granted, rounded off to the nearest day. Employees must have worked a minimum of three (3) months to be eligible for vacation.

Employees with less than five (5) years of service shall be granted two weeks (10 days) paid vacation. Those with 5 to 9 years of service shall be granted 12 days of paid vacation. Those with 10 to 14 years of service shall be granted three weeks (15 days) of paid vacation. Those with 15 years or more shall be granted four weeks (20 days) of paid vacation. Employees who started mid-year will receive a prorated number of additional days in their 5<sup>th</sup>, 10<sup>th</sup> and 15<sup>th</sup> years.

Ten-month employees whose work year is extended to at least 240 days at the request of the administration shall receive 10 days of vacation, computed at their average daily hours. The assignment must be an extension of their school year assignment which requires their specific skills. The summer daily hours must be at least ½ of the school daily hours.

The special allocation must be requested by the employee in writing and, if granted, does not change the employee's 10-month status. In lieu of vacation days, the administration may authorize monetary compensation if an employee's absence during the school year would adversely affect the program.

### **5.2 Holidays**

Employees of District 68 will not be required to work on Saturdays, Sundays, or legal school holidays (unless a waiver is obtained) which are:

- New Year's Day (January 1)
- Birthday of Martin Luther King, Jr. (3<sup>rd</sup> Monday in January)
- Presidents' Day (3<sup>rd</sup> Monday in February)
- Casimir Pulaski Day (1<sup>st</sup> Monday in March)
- Memorial Day (last Monday in May)
- July 4 (12-month employees only)
- Labor Day (1<sup>st</sup> Monday in September)
- Columbus Day (2<sup>nd</sup> Monday in October)
- Veterans' Day (November 11)
- Thanksgiving Day
- The Friday following Thanksgiving Day
- Christmas Day (December 25)

Employees shall not be required to work on a week day designated for District observance of the above holidays or any day designated by the President or Governor as a day of memorial or thanksgiving.

No deduction shall be made from the time or compensation of any employee on account of any legal or special holidays described above. Classified employees, including regular, part-time employees, will receive holiday pay for the above legal holidays at their prorated daily rate of pay, excepting Veterans' Day when this holiday and observance therefore falls on Saturday or Sunday.

On the above days some employees, such as custodians and maintenance personnel, may be required to service buildings, inspect or care for emergency conditions.

Days of school designated as special holidays, because of no need for some portion of the emergency or "snow" days in the regular school term, are to be considered only as days of non-attendance for pupils rather than holidays for employees.

## ARTICLE VI – WORKING CONDITIONS

### 6.1 Employee Review of Personnel Files

An employee may request, in writing, permission to inspect his/her employee personnel file for such non-confidential content as the employee's application for employment, academic transcripts, pertinent payroll information, work history, performance evaluations, correspondence with the employee and related items. A separate file is to contain items such as confidential recommendations not available for review and reports of health examinations.

The review shall be held within seven (7) working days of the request at the District office with the personnel officer or designee present. Copies, if requested, are to be furnished at a cost of \$.15 per page.

An employee involved in a current grievance against the District may designate, in writing, a representative to inspect those personnel records having a bearing on the resolution of the grievance, under the same inspection rights and procedures as for the employee.

If the employee disagrees with any information contained in the personnel record, a removal or correction may be agreed upon by the District and employee; if no such agreement is made, the employee may submit a written statement explaining the employee's position.

Any documents pertaining to a grievance filed by an employee shall be placed in a separate district-wide file, not in the employee's personnel file.

### 6.2 Temporary and Part-Time Personnel

Employees working half-time or more (based on a 6-hour day) are subject to all policies and procedures covering full-time employees and salaries are prorated according to average daily hours. Regular part-time employees working at least three (3) hours a day (15 hours a week) are eligible for prorated sick leave, business leave, and legal holiday benefits, as well as Board subsidy for insurance benefits according to the following schedule:

<u>Classified Employee Hours/Day</u>	<u>% of Full-time Board Subsidy for Health, Dental, Life and Disability Insurance Benefits</u>
3	65%
4	85%
5 or more	100%

### **6.3 Evaluation, Probation, Suspension, and Dismissal**

Classified personnel are employed and may be disciplined and terminated at the discretion and will of the Board after consideration of the recommendations of the Superintendent. Additionally, the Superintendent may discipline classified personnel as the Superintendent deems appropriate for unacceptable performance or conduct.

The disciplinary authority of the Superintendent includes the suspension of an employee with pay, pending investigation of allegations of unacceptable performance or conduct, or as otherwise appropriate for the orderly operation of the District. The Superintendent may also suspend an employee with or without pay for up to ten (10) working days as a disciplinary measure and the Board may impose an additional suspension with or without pay for up to a total of thirty (30) working days, inclusive of any suspension by the Superintendent. Before any suspension without pay, the employee will be advised of the reasons and given an opportunity to respond to said reasons and the proposed suspension. A suspension without pay by the Superintendent may be appealed to the Board by submitting a written appeal to the Superintendent within five (5) calendar days after the employee's receipt of the notice of suspension from the Superintendent.

Classified personnel shall be evaluated regularly by the appropriate program administrator. Such results shall be made known to the Superintendent along with appropriate recommendations.

New employees will serve a probationary period of ninety (90) working days, during which termination may occur with whatever notice the Superintendent determines appropriate. After completion of the probationary period, employment remains at the discretion and will of the Board, but generally termination will occur only with at least ten (10) calendar days notice and an opportunity to discuss the reasons for termination with the Superintendent. However, termination may take place on less than ten (10) days notice if the reasons warrant a shorter notice in the judgment of the Superintendent.

### **6.4 Responsibilities and Duties**

Responsibilities and duties of classified personnel shall be determined by the appropriate department administrator, subject to approval by the Superintendent.

### **6.5 Equitable Treatment of All Persons**

Employees shall not be restricted from filing complaints under applicable state and federal law pertaining to equal treatment and/or prohibited discrimination.

## **ARTICLE VII – SALARY**

### **7.1 Classified Personnel and Salary**

The Board desires to have satisfied, productive, and well-trained classified personnel. The term “classified personnel” shall refer to the following groups of employees:

- Office Personnel
- Student Care and Para-Professional Personnel
- Building Care and Maintenance Personnel
- School Food Service Personnel
- Transportation Personnel

### **7.2 Salary Levels**

It is the intent of the Board to compensate classified employees according to job classification at a rate at or above that paid for similar types of work, by schools in nearby communities. Schools in the community shall mean as many public school districts as can be reasonably surveyed in an area within the high school districts of Niles, Evanston, New Trier, Glenbrook, Highland Park / Deerfield and Lake Forest.

Salaries are expressed in hourly rates based upon the employees’ group and grade level as shown by the schedules in Appendix A. The salary schedules for subsequent years of this Agreement shall be determined by the method described in Appendix B. Salaries are to be paid for actual hours worked; lunch periods are not included. Holidays and vacation days are credited for those hours regularly worked by the employee concerned.

Time and one-half shall be paid hourly employees for Superintendent-approved work in excess of 40 hours per week and on legal holidays.

### **7.3 Paying for the Job**

It is the intention of the Board that those jobs demanding more skill, more responsibility, more work, or having unpleasant working conditions, should be compensated at a greater rate than those demanding less skills, responsibility, work, or having more pleasant working conditions. While the general community, as described in Section 7.2 above, shall in large part determine the relative work of jobs, local job conditions shall not be ignored, and District 68 shall strive to achieve internal fairness in job remuneration. Thus, the job structure shall be adjusted, if necessary, to reflect local conditions. It is expected that employees shall be qualified to hold the job to which they are assigned. If they are not so qualified, they may be paid at a rate commensurate with their qualifications until such time as they may become qualified. It is expected that employees shall become qualified for their positions in a reasonable period of time to be determined by the administration.

#### **7.4 Rewarding the Individual**

While it is the intent of the Board to pay first for the job, efforts of employees within each job should not be ignored. It is the belief of the Board that employees should be rewarded for satisfactory experience both in and out of District 68. In recognition of satisfactory performance, employees shall generally be advanced one pay step each year within a job classification; however, advancement in salary is not automatic.

Employees new to the District may be compensated up to the midpoint of the salary range within a job classification to compensate for meaningful experience gained outside the District. Promotion to a higher pay classification shall be encouraged and the District, in filling a job vacancy, shall first consider existing personnel to determine if there are qualified employees deserving and desirous of promotion.

#### **7.5 Salary Checks and Deductions**

Beginning with the applicable period of service, the annual salary of employees shall be paid in bi-weekly installments over twelve months unless the person completes the work year in a shorter period of time. If the work year is completed within ten months, the employee shall be given the option of being paid in bi-weekly installments from September through June or over twelve months.

Deductions shall include compulsory deductions for retirement, Social Security, Medicare, state and federal income taxes, and any other deductions required by law. No other salary deductions shall be made without the expressed written request of the employee unless otherwise provided in this Agreement.

#### **7.6 Illinois Municipal Retirement Fund**

District 68 shall be a contributory member of the Illinois Municipal Retirement Fund and employees shall enjoy its benefits.

Rates of contribution to the fund on the part of the District and the employee are set forth by the administration of the fund in accordance with Illinois statutes.

Retirement benefits are described in the fund's brochures and in the fund's manual.

Employee contributions to the Illinois Municipal Retirement Fund will be paid by District 68 on behalf of all of the employees enrolled in the fund. Payment shall be made by reducing the amount of the gross earnings payable to employees by the amount of the contributions and making payment of this amount directly to the fund. Such payments shall be a condition of an individual's employment by District 68.

## **7.7 Employment and Benefit Status of Reinstated Personnel**

Classified personnel who are honorably discharged or who resign and who are rehired within two years, shall receive salary step placement and accumulated sick leave that the employee had at the time of resignation.

## **7.8 Extra Pay for Extra Work**

Any differential paid for special services from any staff member will be determined annually by the Superintendent and the Board. This will be in addition to the annual salary of the staff member and will not be a part of the salary schedule.

## **ARTICLE VIII – BENEFITS**

### **8.1 Health Care Expense Program**

A Health Care Expense Program is available to District 68 employees. The program includes premium conversion and a health care expense reimbursement account. Through this program, employees may elect to have the cost of their District insurance premiums and up to \$2,500 per year in qualified health care expenses excluded from gross income for social security, Medicare and income tax purposes.

The premium conversion portion of the program covers the employee share of dental and health insurance (including HMOs) offered by the District.

The medical expense reimbursement account may be used only for those expenses allowable as tax deductions by the Internal Revenue Service (IRS). Any amounts not used shall revert to the District, as provided for in Federal regulations.

This program is subject to IRS non-discrimination provisions of the Internal Revenue Service (IRS) code. Therefore, if at any time the program does not meet these provisions, the amount deducted under the program may become subject to treatment under then-current IRS regulations.

### **8.2 Dependent Care Assistance Program**

The Board shall make a Dependent Care Assistance Program available to employees. Through this program, employees may elect to have up to the lesser of \$5,000 (\$2,500 if married and filing separately) or the maximum amount permitted under Section 129 of the Internal Revenue Code (IRC) per year deducted through a salary reduction agreement and exclude this amount from gross income for, social security, Medicare and income tax purposes. This money is to be used only to reimburse the employee for dependent care expenses incurred under the program. Any amount not so used shall revert to the District, as provided for in Federal regulations.

This program is subject to the non-discrimination provisions of the Internal Revenue Service (IRS) code. Therefore, if at any time the program does not meet these non-discrimination provisions, the amount deducted under the program may become subject to treatment under then-current IRS regulations.

### **8.3 Tax Deferred Savings Plans**

The Board shall sponsor 403(b) and 457(b) plans to be available to all eligible employees of School District 68. To participate in the plans, employees must complete a salary reduction agreement provided by the plan administrator and must select a 403(b) or 457(b) investment provider recognized by the plan.



## **8.4 Job Skill Growth**

Classified employees of District 68 shall be encouraged and helped to grow in job skills. Whenever practical, employees shall be encouraged to take advantage of opportunities to expand and develop their knowledge and skills directly related to their current District position.

Fees for attendance at workshops or training sessions offered outside the District may be paid in whole or part by District 68 upon prior approval of the Superintendent or designee. Evidence of satisfactory completion of the training program is required. If the training is conducted outside the District during regular work hours, prior approval of the department head and the Superintendent or designee is required.

District 68 may pay up to 70% of the tuition costs for undergraduate and graduate courses if they are directly related to the employee's current or a possible future position in the District up to an annual maximum of \$2,500 per employee. In order to be eligible for reimbursement, an employee must have completed one full year of employment in the District. The District may pay miscellaneous fees required to receive credit for the prescribed courses. All requests must be submitted in advance and approved by the Superintendent or designee. Employees who have received reimbursement shall be required to submit evidence of satisfactory completion of the courses and workshops.

When a staff member does not render services for at least 120 working days after completion of a reimbursable workshop or college course, a refund as follows shall be made of such sums of money advanced by the District:

- 100% refund for service of less than 60 working days after workshop or course completion
- 50% refund for service of 61 to 120 working days after workshop or course completion

Staff members who become disabled or leave employment at the initiative of the District shall not be required to return tuition payments.

Professional growth credit shall be awarded to classified employees who engage in activities that enhance their competence in their current job assignment, subject to review and approval of credit applications by both the District Growth Committee and the Superintendent. To be considered for job growth credit, the experience must be outside the work day and during time for which the employee is not being compensated. Each classified growth point shall result in an addition of \$50 to the employee's annual salary each year after it is earned.

## 8.5 Longevity Recognition

The Board values the contributions made by long-term classified staff members. To recognize these contributions, the Board will provide longevity recognition bonuses to benefit-eligible classified employees as follows:

15 years of service	\$	500
20 years of service	\$	1,000
25 years of service	\$	1,500
30 years of service	\$	2,000
35 years of service	\$	2,500

## 8.6 Post Retirement Employment

When such an assignment is mutually advantageous to the District and the employee, part-time employment at the will of the District may be offered to retired employees. Such employment shall not exceed 600 hours a year for classified personnel as allowed by state law governing public pension plans.

To be eligible for extension of part-time employment, the retiree's recent work performance, attendance, interpersonal relationships and fitness to perform the job shall be considered; the employee must furnish, at the employee's expense, a satisfactory report of a physical examination thirty (30) days prior to the opening of each school year.

## 8.7 Retirement Recognition

1. The Board authorizes retirement recognition to all classified employees who retire at or after the age of 55, having completed 15 years of service to District 68, with the condition that at least eight (8) years must be continuous either on a full-time or part-time basis. The retirement recognition is to be in the form of additional salary paid in the final year of service after an employee has submitted a letter of resignation/retirement.

The base benefit is as follows:

<u>Years of Service</u>	<u>Amount for Each Year of Service</u>
15-19	\$ 300
20-24	\$ 400
25+	\$ 500

The amount per year of service is subject to proration for part-time service based on a 5-hour day.

2. Retired employees shall have access to the District 68 health insurance program according to the provisions of Article III, Section 3.1. Dental insurance benefits terminate as provided in Article III, Section 3.2.

## **8.8 Workers' Compensation**

All work related injuries must be reported to the person designated by the Superintendent. An employee receiving workers' compensation temporary total disability payments shall retain the check from the Board's insurer for such benefits. If the employee has available sick leave, the Board shall pay the employee one-third of the employee's regular salary amount per work day of absence and charge the employee's sick leave one-third of a day.

## **ARTICLE IX – EFFECT OF AGREEMENT**

### **9.1 No Strike**

During the term of this Agreement, neither the Association nor any employee will instigate or participate in any strike, sympathy strike, picketing or other concerted activity which interrupts the operations of the District.

### **9.2 Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in a written and signed amendment to this Agreement.

**ARTICLE X – DURATION**

This Agreement shall commence July 1, 2012, and terminate June 30, 2017. Either the Association or the Board may request to reopen the Agreement for the sole purpose of negotiating salary and fringe benefits.

**BOARD OF EDUCATION  
SKOKIE SCHOOL DISTRICT NO. 68  
COOK COUNTY, ILLINOIS**

**DISTRICT 68  
CLASSIFIED ORGANIZATION  
REPRESENTING EMPLOYEES**

By     /s/ David Beller    .

By     /s/ Jennifer Rutzen    .

Dated:     3/20/12    

Dated:     3/21/12

**APPENDIX A**  
**COOK COUNTY SCHOOL DISTRICT 68**  
**Skokie, Illinois**  
**2012-13 Classified Salary Schedule**

OFFICE PERSONNEL																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
O-1*	11.53	11.93	12.35	12.78	13.23											
O-2	15.61	15.97	16.41	16.84	17.28	17.72	18.18	18.67	19.13	19.76	20.57	21.28	22.16	22.94		
O-3	16.39	16.84	17.28	17.70	18.18	18.67	19.12	19.66	20.16	20.83	21.57	22.27	23.04	23.70	24.26	
O-4	18.72	19.18	19.69	20.20	20.72	21.26	21.82	22.40	22.96	23.61	24.18	24.86	25.53	26.19	26.89	27.65
O-5	23.16	23.84	24.57	25.30	26.09	26.82	27.65	28.47	29.33	30.00	30.72	31.40	32.06	32.73	33.38	34.08

Bookkeeper	O-5	Secretary to Dir. Of Special Services (ECC)	O-4
Secretary to Assistant Superintendent	O-5	Student Services Secretary (JH)	O-4
Technology Support	O-5	School Office Assistant	O-3
Transportation Coordinator/Dispatch	O-5	Interschool Delivery Driver/General Clerical	O-2
Secretary to the Principal	O-4	Temporary/Substitute*	O-1
Technology Assistant	O-4		

STUDENT CARE AND PARA-PROFESSIONALS																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
S-1*	11.53	11.93	12.35	12.78	13.23											
S-2	16.65	17.07	17.54	18.02	18.45	18.96	19.43	19.91	20.46	21.14	21.96	22.74	23.67	24.51		
S-3	18.34	18.91	19.46	20.09	20.70	21.38	22.01	22.69	23.40	24.00	24.80	25.49	26.31	26.92		
S-4	19.32	20.03	20.69	21.42	22.17	22.94	23.75	24.59	25.43	25.93	26.67	27.21	27.89	28.34		
S-5	20.61	21.22	21.88	22.56	23.29	24.00	24.73	25.52	26.31	27.02	27.62	28.18	28.97	29.60	30.24	
S-6	22.85	23.53	24.24	24.98	25.74	26.48	27.26	28.10	28.97	29.64	30.41	30.98	31.62	32.60	32.92	33.60

Health Services Coordinator (JH)	S-6	Library Media Center Assistant	S-2
Computer Lab Supervisor (JH)	S-6	Teaching Assistant / Special Educ. Teaching Asst.	S-2
Pre-K/Pre-School Instructor	S-5	ECC Assistant	S-2
Child Care Leader	S-4	Playground Supervisor / Bus Aide	S-2
Health Clerk (K-5)	S-3	Summer School Assistant	S-2
		Temporary/Substitute*	S-1

OPERATIONS AND MAINTENANCE																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
B-1*	11.53	11.93	12.35	12.78	13.23											
B-2	15.10	15.62	16.15	16.65	17.21	17.79	18.36	18.98	19.64	20.20	20.66	21.13	21.63	22.20		
B-3	16.46	16.87	17.31	17.77	18.22	18.71	19.19	19.70	20.20	20.82	21.45	22.13	22.83	23.56	24.29	
B-3**	17.81	18.25	18.72	19.22	19.71	20.23	20.75	21.31	21.84	22.52	23.20	23.93	24.69	25.48	26.28	
B-4	22.81	23.50	24.20	24.93	25.68	26.43	27.21	28.06	28.89	29.55	30.24	31.01	31.72	32.25	32.95	33.59
B-5	23.49	24.20	24.92	25.68	26.45	27.22	28.03	28.91	29.75	30.43	31.14	31.94	32.67	33.21	33.94	34.59
B-6	25.51	26.25	27.07	27.88	28.71	29.57	30.47	31.37	32.33	33.06	33.84	34.59	35.41	36.22	37.00	37.74

Head of Maintenance	B-6	Custodian	B-3
Head Custodian (JH)	B-6	Part-time Custodian	B-2
Maintenance	B-5	Temporary Maintenance (Step 1)	B-2
Head Custodian (K-5)	B-4	Temporary Custodial/Substitute*	B-1

\*\* Available only to custodians employed before 6/30/11, new full time custodians placed in new B-3

TRANSPORTATION					
	1	2	3	4	5
T-1	20.16				
T-2	20.16	21.22	22.34	23.51	24.75
T-3	21.16	22.28	23.45	24.66	26.00

Special Education Bus Driver	T-3
Bus Driver	T-2
Substitute Bus Driver	T-1

LUNCH PROGRAM - District Employees	
New employees hired by contractor	
Cook, Server, Cashier	20.19

5/20/12

\* Current employees serving in another department may be paid at Grade 2 based on relevancy of experience to assignment  
 Substitutes or temporary workers must work at least 40 days in a year to move the next step the following year

## APPENDIX B

### Classified Salary Process in District 68

The District 68 Classified Salary Schedule is based on fixed structure which includes five categories of employees with various salary grades based on the level of the position and up to 16 steps based on experience. Salaries are determined through a market based system, with salary increases applied as a percentage increase to each cell in the salary schedule. The classified salary market consists of as many districts as can be reasonably surveyed in an area within the High School Districts of Niles, Evanston, New Trier, Glenbrook, Highland Park/Deerfield, and Lake Forest. The transportation personnel market also includes companies providing contract bus service to districts in the market.

The process for determining the salary schedule begins in the spring of the previous year. The first step is to calculate the cost of step increases for District 68 employees who are not at the top of the salary schedule. This cost is expressed as a percentage of total classified salaries.

The next step is to survey market districts to obtain their expected percentage increase in classified salaries for the next year including across-the-board, step and merit increases. An average market salary percentage increase is calculated by averaging the expected salary increases for reporting market districts. The District 68 percentage cost of step increases is subtracted from the average market increase percentage to compute the increase to be applied to the District 68 salary schedule.

### Salary Audit

Each year, a comparison is made between the top salary paid for representative positions in each salary schedule category in District 68 and the top salaries reported in the salary market for those positions. For each position, the ratio of the top District 68 salary to the 3<sup>rd</sup> quartile of the market is computed. A three year average ratio is calculated for each salary schedule category. The data are reviewed by a compensation committee composed of representative employees, board members and administrators. Should the three year average ratio for any category fall more than 3% above or below the target ratio, the schedule for that category is adjusted for the following year to the target ratio. No additional adjustments will be made for a minimum of 3 years, until a new three year average is established. Category adjustments may also be recommended by the compensation committee if there is a pronounced trend of increase or decrease that may result in a serious discrepancy from the target ratio for the following year.

Adjustments of individual positions will be made by the administration in the annual process of internal valuing which includes review of internal responsibility factors as well as market comparisons for that position. Any adjustments will be reported to the bargaining teams.