

Contractual Agreement Between

The Board of Education of

**RICH TOWNSHIP HIGH SCHOOL DISTRICT 227
COOK COUNTY, ILLINOIS**

AND

**The Classified Staff Union
of District 227**

Agreement is made between the Board of Education of Rich Township High School District 227, Cook County, Illinois, and the Classified Staff Union of District 227 effective as of July 1, 2018.

July 1, 2018 – June 30, 2022

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ARTICLE I RECOGNITION

1.1 The Board of Education of Rich Township High School District 227, hereinafter referred to as the Board, recognizes the Classified Staff Union of District 227, affiliated with the Illinois Education Association-NEA (National Education Association), hereinafter referred to as the Union, as the legally recognized, sole and exclusive negotiating agent for all full-time and regularly employed part-time classified employees. "Classified Employees" shall include any clerical, custodial, transportation, food service, technology support, attendance facilitator and paraprofessionals and employees not otherwise exempted from the bargaining unit. Such representation shall exclude the Payroll Clerk; the Accounting Coordinator; the Data Processing Coordinator; the Custodial Foreperson and Assistant Foreperson at each high school campus; the Executive Assistant to the Superintendent of Schools; the Executive Assistant to the Assistant Superintendent of Schools; the Executive and Administrative Assistant to the Assistant Superintendent of Human Resources; the Executive Assistant to the Director of Finance; the Executive Assistant to the Director of Student Learning and Accountability; the Supervisor of Buildings and Grounds; the Supervisor of Food Services; the Supervisor of Technology; the Public Relations Coordinator; the Benefits Coordinator; the Cafeteria Manager at each high school campus; any employee normally scheduled to work less than two (2) clock hours in any workday; Police Liaisons; and short term and/or replacement employees not otherwise included in this bargaining unit.

1.2 The Board agrees not to negotiate or consult with any other employee's organization, individual employee or group of employees, as defined above, with regard to negotiable items, unless mutually agreed to, in writing, by the parties during the term of this Agreement, or except as otherwise provided herein.

ARTICLE II EMPLOYEE RIGHTS

2.1 Non-Discrimination

In keeping with their past practices, the Union and Board shall not discriminate against an employee on the basis of the employee's place of residence or for reasons which are not permissible by law.

Should any member of the bargaining unit commence an action against the Board and/or any of its members individually or collectively, before any State or Federal Administrative Agency, Court or Tribunal, charging the Board or any of its members as aforesaid with any alleged violation of any of the rights granted to or enumerated herein, said proceedings shall act as a bar to the commencement of further proceedings of any grievance filed herein which alleges as its subject matter any violation of any rights specifically enumerated herein.

2.2 Personnel File

Each employee shall have the right, upon request in writing to the Assistant Superintendent of Human Resources, to review the contents of his/her personnel file and to place therein written reaction to any of its contents. The employee shall also be provided a copy of any written material critical or positive of the employee's performance which will be placed in the employee's file. The employee shall acknowledge receipt of said material by affixing his/her signature to it. In the event that the employee refuses to sign the copy to be filed, a notation to that effect will be placed in the file by the appropriate administrative officer and initialed by a representative of the Union.

2.3 Unsafe and Hazardous Conditions

- A. Employees who are required to perform work which they believe is unsafe or hazardous or to perform tasks which they believe endanger their health, safety or well-being shall make the concern known to their immediate supervisor in writing. The immediate supervisor shall investigate the situation and respond to the employee(s) in writing within a reasonable time, normally not in excess of three working days.
- B. No classified employee shall be expected to conduct any bomb searches.

2.4 In-Service

The Board shall provide an in-service program for classified employees each school year. Every effort shall be made to schedule this program on a day when all employees, including twelve-month employees, may attend. All employees attending these programs will be paid at their normal rate of pay if it is outside the regular school day or contracted time.

The Administration may require an employee to attend in-service sessions. If the in-service sessions constitute hours of attendance, which, when added to the employee's regular work week, exceed forty (40) hours, overtime compensation shall be paid for attendance. Any expenses required of the employee by the Administration shall be reimbursed. Mileage reimbursement shall be paid only for out-of-district travel required of the employee.

When an employee helps plan the in-service agenda prior to the beginning of a new school year the employee shall be paid for this work at the employee's regular hourly rate. The Union may develop recommendations for such in-service and submit the same to the Assistant Superintendent of Human Resources.

2.5 Professional Growth and Training

The Board and Union shall establish a Classified Staff Professional Growth Committee composed of representatives of the Union and representatives from the Administration. The Committee shall meet at least twice per school year to develop a plan for offering professional growth opportunities to bargaining unit members. The Board shall provide the Committee with an annual budget of \$20,000.00 plus grants, if any, and such funds may only be used for expenses and fees related to professional growth opportunities. The Committee shall assess and make decisions on an annual basis regarding which professional growth opportunities will be offered each school year and what, if any, guidelines or eligibility requirements must be adhered to in order to participate in the professional growth opportunities. The Committee shall also decide whether any of the annual budgeted funds will be expended on a professional growth opportunity or related expenses. The Board agrees to consider a request from the Committee for additional funds in the event the budgeted amount is depleted. Examples of items on which the Committee may choose to expend its budgeted funds, include, but are not limited to:

- Tuition Reimbursement for programs/classes preapproved by the Committee
- Expenses/fees related to attending a professional growth event or conference
- Expenses/fees to retain certified trainers to provide in-house training
- Expenses/fees to send employees to a certified training event

2.6 Custodial/Maintenance Professional Growth and Training

- A. The District shall make reasonable efforts to cross train custodian and maintenance employees to learn how to perform the duties required of employees within these job classifications, including preventative maintenance. The purposes of this cross training will be:
1. To provide a pool of substitutes for those occasions when the regular employee is absent; and
 2. To create a pool of internal applicants for vacant positions within these classifications.

2.7 Monthly Staff Meetings

Each month, building administration and/or supervisors will hold a staff meeting for classified staff.

2.8 Student Supervision

- A. No classified employee (except those specifically employed for supervision) shall be solely responsible for the supervision of students as part of their normal duties, except for less than a class period if an emergency or extraordinary situation arises.
- B. No paraprofessional shall be required to substitute for an absent teacher for a continuous class period.

2.9 Transportation of District Funds

All classified employees who are required to transport cash, bank deposits, etc., shall be bonded pursuant to the provisions of law.

ARTICLE III EMPLOYEE CONDITIONS

3.1 Probationary and Continuing Employees

A new employee shall be denominated a "probationary" employee. The probationary period shall begin on the first day of employment and end 120 work days thereafter. Time not worked during the summer or due to an unpaid leave of absence shall not count towards the employee's completion of his or her probationary period. Having completed the probationary period, such an employee shall be considered a continuing employee. A continuing employee may resign or be laid off only in accordance with the provisions of this Agreement.

A continuing employee who is voluntarily or involuntarily transferred into another bargaining unit position will serve an evaluation period of thirty (30) workdays in the employee's new position. During the first fifteen (15) work days, the employee will be provided with an orientation and training for the new position. During the second fifteen (15) work day period, the employee will be evaluated in the new position. If necessary, the employee will be provided with a twenty (20) work day remediation period to address any deficiencies noted in the evaluation. If the employee fails to remediate, the Administration will work with the employee to find another position for which the employee is qualified, at a rate of pay not less than the rate of the employee's original (pre-transfer) position.

3.2 Workday/Work Week/Work Year

A. Normal Work Hours

1. Normal work hours shall not exceed 40 hours per week or 8 hours per day except as set forth in 3.2B below. The work week shall be Monday-Friday with the exception of the “Saturday Rotation” as set forth below in Section 3.2.B.1.
2. Work Year Calendar - Employees will work the hours and days as determined and assigned by the District and stated on the employee’s annual assignment letter. The parties agree to abide by the work calendar chart.

B. 227 CSU WORKDAY/WORKWEEK CHART

POSITION	DAYS WORKED	HOURS WORKED PER DAY	TOTAL WEEKLY HOURS	TOTAL ANNUAL HOURS	DUTY FREE LUNCH	BREAKS
12 Month Clerical Custodial Technology	260	8 hours	40 hours	2080 hours	½ hour	(2) 15 minutes
10 Month Locker Room Attendant Clerical RN	186	8 hours	40 hours	1488 hours	½ hour	(2) 15 minutes
Food Service	179	8 hours Head Cook	40 hours	1432 hours	Food Service Personnel shall be entitled to a District provided lunch in lieu of a duty-free lunch period regardless of the number of hours they work	(1) 15 minute
		7.5 hours Head Salad/Baker/FSP	37.5 hours	1342.5 hours		(1) 15 minute
		7 hour FSP	35 hours	1253 hours		
		6 hour FSP	30 hours	1074 hours		
		5 hour FSP	25 hours	895 hours		
Paraprofessionals	186	7.25 hours	36.25 hours	1348.5 hours	½ hour	(1)15 minute
		Hall Monitor 7.5	37.5 hours	1348.5 hours	½ hour	(1)15 minute
		ISS/SH 7.25*	36.25 hours	1348.5 hours	½ hour	(1) 15 minute
25 Hour Clerical Food Service Bookkeeper	208	5 hours	25 hours	1040 hours	NA	(1) 15 minute
20 Hour Clerical	186	4 hours	20 hours	744 hours	NA	(1) 15 minute

*Paraprofessionals employed for 8 hours per day at the start of the 2015-2016 school year will retain their current hours until they no longer hold that position.

1. Saturday Rotation - Custodial/maintenance employees shall work 8 hours per day Monday-Friday. The employee shall work seven (7) hours per day Monday-Friday in the week preceding the scheduled Saturday work. Every sixth Saturday, to a maximum of seven (7) Saturdays per school year, the employee shall work five hours. In the event an employee is absent from work on a day the employee is scheduled to work seven (7) hours, only seven (7) hours shall be deducted for the absences from the employee's sick leave, personal leave, vacation time, or the like. In the event a holiday(s) falls on a day an employee is scheduled to work seven (7) hours, the employee's required Saturday work shall be reduced by one (1) hour for each holiday falling during that week.
2. The Administration shall develop work assignments and distribute the same no later than August 1. An employee shall be given at least two (2) weeks' notice of any change in his/her work schedule. However, no such change may be made in the set Saturday work schedule for custodial/maintenance employees, except to require additional overtime assignments.
3. For custodial and maintenance employees only, an employee(s) will be given at least 48 hours' notice of any temporary change in work hours resulting from an unanticipated event requiring such temporary schedule change.

C. Non-Student Days

1. Non-student attendance days are defined as days during the school year when students are not in school. The following are considered non-student attendance days; Winter Break, Spring Break, and Parent-Teacher Conference days when students are not in session.
2. On days when students are not in attendance, 10-month employees shall not be required to work, but may work if mutually agreeable between the employee and the immediate supervisor. When 10-month employees do work on student non-attendance days, they will be paid at their normal hourly rate for all work not in excess of 40 hours.
3. Work hours for Clerical and Technology staff are 8:00 a.m. – 3:30 p.m. on non-student attendance days.

D. Summer Work Hours

1. All 12 month Classified employees will work a 36 hour work week, and be paid for 40 hours, during the summer months. The work week will be Monday-Thursday from either 7:00 a.m. – 4:30 p.m. or 7:30 a.m. – 5:00 p.m. The work day will include a 30 minute lunch and two (2) 15 minute breaks. If an employee works additional hours, it is four (4) hours of straight time and any additional time over 40 hours is Overtime. In the event an employee would like to use their break times only (30 minutes) at the end of the day, the employee may do so only with administrator approval. Summer hours will commence with the first week after school ends through the month of July.
2. Work hours for Clerical and Technology staff during the month of August, will be 8:00 a.m. – 3:30 p.m. on non-student attendance days. Buildings and Grounds staff will resume their regular school year shift beginning in August.

E. Early Release Days/Hours

1. The following employee categories shall have the following Early Release days each year:
 - a. Paraprofessional: Day before Thanksgiving, day before Winter Break, last day of student attendance.
 - b. Clerical and Locker Room Attendants. Day before Thanksgiving, day before Winter Break, Christmas Eve.
2. On Early Release days Paraprofessionals (see 1.a. above) and Locker Room Attendants (see 1.b. above) may leave ½ hour after the students leave and will be paid for a full work day. 10-month and 12-month clerical employees (see 1.b. above) who work 8 hours per day may leave 2 hours earlier than the end of the normal workday and be paid for a full workday.

F. School Improvement Days

1. School Improvement Days are full workdays.

3.3 Lunch Periods and Breaks

- A. Food service personnel shall be entitled to a District-provided lunch in lieu of a duty-free lunch period regardless of the number of hours they work.
- B. Lunch periods (30 minutes) and two breaks (15 minutes each) may be combined if the employee so chooses, to utilize a one hour time period with the approval of the immediate supervisor. Employees may also chose to separate their lunch and break times.

3.4 Overtime

- A. Employees shall be guaranteed either overtime pay at time and one-half or receive compensatory time at time and one-half, for any assigned or approved time worked which exceeds 40 hours per week. In the event the employee and his/her immediate supervisor are unable to agree on whether the employee is to receive pay or compensatory time for the overtime work, it shall be the supervisor's decision. Where an employee does not work and receives paid sick leave, vacation, personal, compensatory time, jury duty leave, union leave, or other leave time, this time shall not count in calculating the employee's work hours for the purposes of overtime. Holiday time shall count in calculating the employee's work hours for the purpose of overtime. If an employee is working on a holiday, the employee will receive time and a half in addition to holiday pay.
- B. When an employee is to receive compensatory time for overtime work, its use must be approved by the employee's immediate supervisor. The employee shall use such time within one month of when the time was earned or the time shall be converted to salary at the employee's current rate of pay. Use of compensatory time shall not be regarded as an absence from work for purposes of the employee's attendance record.
- C. Management shall determine the need for overtime work and nothing in this Agreement shall be deemed to guarantee bargaining unit employees overtime work. The District is not required to cover partial shift absences through this overtime process.

1. Overtime may be assigned by management to an employee within his/her normally performed range of duties or for duties for which the supervisor determines the employee is qualified to perform.
 2. Except in emergency situations, overtime work will be offered first to employees on the Overtime List and then to employees on the Supplementary List. Names of employees shall be placed on these lists in seniority order.
 3. The Overtime List shall include all employees at a campus in the position for which the overtime may be needed. Four Overtime Lists shall be maintained at each campus:
 - (1) Grounds Maintenance List
 - (2) Building Maintenance/Preventative List
 - (3) Custodial List
 - (4) Food Service List
 4. The Supplementary List will include all employees at their campus, who volunteer to be assigned overtime work at their campus and who are qualified to perform the overtime work. Four Supplementary Lists shall be maintained at each campus:
 - (1) Grounds/Maintenance List
 - (2) Building Maintenance/Preventative List
 - (3) Custodial List
 - (4) Food Service List
 5. In the event employees on the Overtime List or the Supplementary List are not available to perform the work or in the event the employees available are not sufficient in number to meet the need, then the District may mandate coverage on a rotating basis starting with the least senior employee, or hire a temporary substitute.
 6. Failure of an employee on the Overtime List or the Supplementary List to accept overtime work or if such employee cannot be reached by a supervisor will result in the placement of the employee at the bottom of the rotation list.
- D. A classified employee may not be assigned overtime in a certified position in the District.
- E. Overtime opportunities shall be offered to employees in the order that the need for the overtime becomes known to management rather than in the order the overtime will be worked.
- F. Management shall not be required to offer overtime to regularly employed individuals in the custodial/maintenance department if the work that needs to be done is the result of a regular employee's absence which has been continuous for a period of more than one (1) week.
- G. In computing the overtime of classified employees, no work shall be considered that is performed by classified employees in certified positions in the District.

- H. All overtime pay must be submitted on a time sheet. Requests for use of compensatory time off submitted in writing, to the department administrator or campus principal in accordance with business office procedures for processing payroll.
- I. All changes in an employee's time sheet must be initialed by the supervisor, administrator or principal, and the employee.
- J. Sunday overtime will be offered to buildings and grounds employees on a voluntary Sunday Overtime List. In the event there is no coverage for an event on a Sunday, the Overtime List and Supplementary List rotations will be put into place. However, if these options are exhausted, building and grounds management will make a determination on how to cover the event making an effort not to mandate. Each semester, a calendar will be developed based on the needs of the buildings for Sundays. The calendar will be developed one month prior to the start of the semester to the extent known to the administration.

3.5 Job Descriptions

A job description for each position in the bargaining unit shall be given to the Union and to the affected employee at the onset of employment or in the event the job description has been modified.

The Administration and Union agree to convene to review selected job descriptions for completeness, accuracy, consistency, and the inclusion of necessary skill set information as needed.

3.6 Resignation

- A. An employee who is resigning shall give at least two (2) weeks written notice of same.
- B. If the employee resigns by following the provisions of this Agreement, he/she shall be paid for accrued and earned vacation time, if any, at his/her normal daily rate of pay.
- C. If the above notification procedure is not followed by the employee upon resignation, the employee shall forfeit compensation for any unused sick leave.

3.7 Discipline and Discharge

- A. When an employee is required to appear before the Board or the Administration concerning any matter which could adversely affect his/her employment, position, or salary, the employee shall be entitled to have a department or building representative present. Additionally, an IEA representative may be present at such a conference where the representative is available at the conference time designated by the Administration. The Union shall provide the Assistant Superintendent of Human Resources and building principals with a list of the department and building representatives at each campus.
- B. When an employee is required to appear before the Administration to discuss a matter which may lead to discipline of said employee, the employee shall be advised in writing of the reasons for the requirement before the required appearance except where an emergency or extraordinary situation exists and the employee is required to appear before the Administration as a result of such situation. The written notice shall inform the employee of his/her rights as set forth in Section 3.7.A above and it will include the contact information for the Association President. The employee may forward the notice to the Association.

- C. When an employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the requirement at least 24 hours before the required appearance except where an emergency or extraordinary situation exists and the employee is required to appear before the Board as a result of such situation. The written notice shall inform the employee of his/her rights as set forth in Section 3.7.A above and it will include the contact information for the Association President. The employee may forward the notice to the Association.
- D. A probationary employee may be disciplined or discharged without recourse at any time prior to the end of the probationary period.
- E. A continuing employee may be suspended or terminated without pay only for just cause.
- F. Except as limited by Section 3.7. G of this Agreement, continuing employees shall be given reasonable written warning, specifically identifying the behavior(s) which, if not remedied, could be the basis for termination. A specified period of time of not less than twenty (20) working days shall be provided in writing for remediation, except as limited by Section 3.7. G . Employees will be evaluated at the end of their remediation period, and the evaluation will be discussed with the employee at a meeting to occur not more than five (5) working days after the end of the remediation period; however, the evaluation procedures set forth in Article IV shall not apply.
- G. In the event a continuing employee has been subject to remediation that is less than five (5) years old, the Board shall not be required again to place the employee on a new remediation prior to implementing discipline or discharge of the employee if the employee engages in the same or substantially similar behavior(s) for a second time. The Union President shall be notified when a remediation plan is initiated by the Administration. Any suspension without pay or discharge implemented under this paragraph shall be for just cause.
- H. It is recognized by the Union and the Board that the behavior of a continuing employee(s) can be so disruptive that speedy termination of employment is necessary. Therefore, the employer may immediately suspend for just cause an employee without pay at any time pending implementation of a discharge notice. Immediate suspension shall only apply when there is an extreme or serious offense by an individual or individuals.
- I. Except as limited by Section 3.7 . G of this Agreement, an employee shall receive two (2) weeks written notice of termination, which notice shall specify the effective date of termination.
- J. The Union President will be notified of meetings held with employees where the subject of the meetings is to investigate whether employee discipline should occur. Such notice will not include the employee's name, but shall include the employee's building location.

3.8 CSU Committee Representation

The CSU will be allowed to have at least one representative on all District committees. The CSU President will be advised of the creation of new District or ad hoc committees and the CSU President will appoint members for the committee.

3.9 Uniforms/Dress Code

- A. All staff is expected to dress in a professional manner. It is the intent of the Board that staff presents themselves to the school community in a manner which enhances their professional position and models appropriate attire for success to students. Clothing should be neat, clean, in good repair and shall be appropriate for on the job appearances and responsibilities at all times. Employees may choose to wear building/district spirit wear.
- B. Custodial/Maintenance Staff, Food Service Staff, Hall Monitors, and Locker Room Attendants shall be required to wear a uniform. Paraprofessionals who work 1-1 with students will be provided the option of wearing a smock or other similar garment. Uniforms will be provided to meet the size needs of employees. Employees may choose to wear building/district spirit wear in lieu of their uniform shirt on Fridays.
- C. For those employees who are required to wear a uniform, the Board shall provide uniforms as follows:
 - 1. Custodial/Maintenance staff will be provided two (2) uniforms within thirty (30) days of employment. Each employee shall be entitled to two (2) replacement uniforms annually. Employees regularly scheduled to work out of doors in winter months will be provided an insulated jacket or coverall.
 - a. Custodial/Maintenance staff must wear long jeans/long workpants while on duty.
 - 2. An insulated jacket and coverall will be provided for each campus for the use of employees not regularly scheduled to work out of doors.
 - 3. Food Service workers will be provided three (3) uniforms within thirty (30) days of employment. Thereafter, if any of the uniforms become ruined or soiled and are not able to be used, the employee will turn that uniform in to the Board and shall be issued a replacement. Each employee shall be entitled to one (1) replacement uniform annually. Food Service workers will be provided one (1) pair of closed toe, leather slip-resistant shoes which shall be ordered through the Board or up to \$80 reimbursement per year with proof of purchase.
 - 4. Paraprofessionals who work 1-1 with students will be provided two (2) smocks or a similar garment. If the smock or other garment provided becomes ruined or soiled and is not able to be used, the Board shall issue a replacement.
 - 5. Hall Monitors and Locker Room Attendants will be provided three (3) shirts within thirty (30) days of employment. Thereafter, if any of the uniforms become ruined or soiled and are not able to be used, the employee will turn that uniform in to the Board and shall be issued a replacement. Each employee shall be entitled to one (1) replacement uniform annually. At the time of ratification of this contract, any employees in these positions will be required to wear the uniform upon issuance from the District.
- D. All employees provided with uniforms shall care for such uniforms as long as they are wash and wear.
- E. The Administration will, from time to time and at its discretion, seek feedback from staff on the size and style of required uniforms.

3.10 Substitutes

The District shall make reasonable efforts to secure a substitute when an employee is absent. District supervisors may substitute for absent custodians and/or maintenance/preventative maintenance employees in those instances when no qualified substitute is available.

3.11 Equipment and Supplies

The District shall provide the equipment and supplies reasonably needed to accomplish assigned tasks.

3.12 Clerical Employees Only

All clerical staff shall be included in a rotation schedule and required to serve as switchboard relief.

3.13 Emergency Shut Down

The following procedures shall apply when school and/or a building(s) is (are) closed due to an emergency:

- A. Twelve-month employees will either: 1) not be required to work and shall be paid for the day; or 2) be reassigned to work at another building;
- B. Ten-month employees shall not be required to work and shall make up the day(s) whenever it is rescheduled by the Administration within the school year;
- C. Custodial/maintenance employees who are asked to work at a closed building during such time shall be guaranteed at least two (2) hours of work at twice their normal rate of pay. The Administration shall not be required to utilize the overtime rotation list in making assignments to custodial/maintenance employees under such circumstances.

**ARTICLE IV
SENIORITY, REDUCTION IN FORCE, AND RECALL**

4.1 Seniority

The District shall furnish the Union with an annual classified seniority list on or before July 15 and such list shall show the names of classified employees in order of their District seniority.

Seniority shall be defined as the length of continuous full-time (35 hours per week) service within the District, beginning with the first day of paid employment. Said service shall accrue within the job classification and shall not be transferable should the employee transfer to another position. However, accrued seniority in any job will be maintained. Seniority will not accrue during any leave-of-absence without pay in excess of thirty (30) working days.

In the event two or more employees have the same seniority date, the following items will be used to determine the order of seniority. If after reviewing the first item, a tie still exists, the second item on the list will be considered, and so on until the tie is broken.

- 1. District experience within the job classification.
- 2. District experience in any job classification from date of hire.
- 3. Lottery

4.2 Reduction-in-Force

If the Board determines that a reduction in force is necessary, the Union will be provided an opportunity to participate in discussion related to those reductions.

Any Reduction-in-Force shall first be applied to probationary and part-time employees.

Employees shall be laid off in the reverse order of their job classification seniority. The employee with the least seniority in the affected job classification shall be laid off first. During a Reduction-in-Force, employees who have previously accrued seniority in another classification may exercise their seniority for employment in their previous classification. In the event of a Reduction-in-Force, the Union and all affected employees shall be given notice of such Reduction-in-Force, by certified mail (return receipt requested) no less than thirty (30) days prior to the commencement of the reduction-in-force.

4.3 Recall

Recall shall be in inverse order of Reduction-in-Force by job classification. Seniority recall rank will be granted to employees who have been employed by the District for eighteen (18) months. For purposes of recall, employees will retain their seniority for a period of eighteen (18) months following the date of Reduction-in-Force.

Continuing employees on Reduction-in-Force shall maintain a current address and phone number in the Office of the Assistant Superintendent of Human Resources.

Seniority will be restored to the employee upon his/her return to active employment, and the employee will be placed on the salary schedule for the current position on the basis of the employee's previous experience. All sick time will be reported to IMRF within 30 days of employee separation.

The following classification shall pertain to seniority:

1. Custodial/Maintenance
2. Food Service
3. Clerical
4. Paraprofessionals
5. Locker Room Attendants
6. Technology Support
7. RN

ARTICLE V VACANCIES, PROMOTIONS, AND TRANSFERS

5.1 Definitions

- A. Demotion - Change in job which results in a decrease in hourly salary rate and/or fringe benefits.
- B. Promotion - Change in job which results in an increase in hourly salary rate and/or fringe benefits.

- C. Reassignment - Change in job within the same building but no change in salary, benefits or department. Reclassification - a change in department and salary.
- D. Transfer - A change of work assignment that results in a change of building.

5.2 Posting of Vacancies

- A. The Administration shall post notice of vacancies and promotional positions as they become available by providing the Union President with copies of such notices, as requested, and posting notices on employee bulletin boards.
- B. No position shall be filled, except on an emergency or temporary basis, for a minimum of five (5) work days following the posting outlined above.
- C. An employee requesting consideration for any posted position shall file such request in writing with the Assistant Superintendent of Human Resources. The District may require current employees filing such a request to complete a skills test, a relevant survey and/or an online screening. After any skills testing, surveys or screenings, if applicable, employees who have demonstrated that they possess the skills/qualifications that meet the job description criteria will be granted an initial interview at the building site where the vacancy exists. If an employee is not granted an interview due to lack of skills/qualifications, the Assistant Superintendent of Human Resources or designee shall notify the employee in writing.
- D. The Assistant Superintendent of Human Resources or designee shall establish a list of employees who may serve on an advisory campus-based interview committee to assist with conducting interviews for bargaining unit positions. The Assistant Superintendent of Human Resources or designee shall annually call for volunteers to be included on the list and, after such call is complete, shall designate the employees to be included on the list. When an advisory campus-based interview committee is needed, the committee will consist of employees on the designated list and Administrators.

5.3 Request for Transfer/Intra Building Reassignment

- A. Voluntary transfer and reassignment shall be as determine by the Assistant Superintendent of Human Resources who shall consider, as the criteria for selection, seniority in the District, previous experience within the District, job evaluations, education, training, abilities, and skills.
- B. Whenever the request for a voluntary transfer and/or reassignment by a continuing employee is denied and an individual with less or no District seniority is selected for the position, the appropriate building-level administrator will provide the employee, upon request, with a written statement as to how the above-stated criteria, as they relate to the employee, were so considered in denying the employee's request. An employee may appeal the building administrator's denial to the Assistant Superintendent of Human Resources.
- C. An employee requesting transfer to another building, a position within the same job classification, or a position in a higher rate classification, shall file such request in writing with the Assistant Superintendent of Human Resources. The employee shall be given consideration for available positions which accommodate any such transfer request.

5.4 Involuntary Transfers

- A. Reasonable attempts shall be made to avoid involuntary transfers and reassignments. However, when the Assistant Superintendent of Human Resources determines that the best interests of the School District require involuntary transfers and/or reassignments, such transfers and/or reassignments shall be made by considering seniority in the district, previous experience with the district, job evaluations, education, training, abilities and skills.
- B. Whenever a continuing employee is involuntarily transferred or reassigned, the Assistant Superintendent of Human Resources will provide the employee, upon request, with a written statement as to how the above-stated criteria, as they relate to the employee, were so considered in transferring or reassigning the employee.

5.5 New Positions

The parties agree that the Board has the right to establish new work positions and classifications. When the Board establishes a new position, job description and commensurate pay, it agrees to give notice of the same to the Union at least ten (10) days prior to the posting called for above; however, fifteen (15) days' notice shall be given during non-student attendance periods. If requested, the Board shall meet with the Union President (or his/her designee) in order to negotiate the rate of pay for such position.

5.6 Demotion

Demotion shall be for just cause, or absent cause, shall be for no loss of pay and/or fringe benefits. For the purposes of this Section, just cause shall include disciplinary measures.

5.7 Temporary Promotions

Employees who assume the duties of a position in a higher salary classification shall be paid at the rate appropriate to the higher classification during the temporary assignment, provided such assignment is for a continuous period in excess of five (5) days, and then such pay shall be prospective only. The Administration will consider volunteers, but retains the right to determine which employees are to perform such temporary assignments. An employee who is asked to assume the duties of a position in a higher salary classification as the result of another employee's being on vacation will be ineligible for temporary promotion pay.

ARTICLE VI EVALUATION

6.1 Evaluation Procedure

Realizing that employee performance may change over a period of time, and that the quality of the services rendered by employees needs periodic review, the following procedures shall be followed for rating an employee's performance:

- A. The employee's immediate supervisor will submit written employee performance reports concerning the personnel under his/her supervision. Said report will be filed with the Assistant Superintendent of Human Resources.

- B. The evaluator may make written suggestions for improvement of each employee. Employees will be given adequate time for job performance improvements.
- C. In the event an employee disagrees with the formal written evaluation, he/she may, within fourteen (14) working days of receiving the evaluation, put in writing the objections, and any such objections will be attached to the evaluation at issue.
- D. Each probationary employee shall be evaluated in writing by his/her immediate supervisor at least two (2) times during the probationary period, with one of these evaluations being at least by the completion of eighty calendar work days.
- E. Once a continuing employee, he/she shall be evaluated at least once during each fiscal year.
- F. Any employee may request, and upon such request shall meet with his/her evaluator to discuss his/her evaluation.

6.2 General Criteria

- A. Open Evaluation - All formal observations used in the regular evaluation process of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
- B. Copies of Evaluation - An employee shall be given a copy of any visit or evaluation report prepared by his/her evaluator at least one (1) day before the conference to discuss it. No employee shall be required to sign a blank or incomplete evaluation form, nor shall any changes be made on the completed form after the employee has signed it. Both the principal and the supervisor shall sign the form before the employee signs it. After the employee signs the form, he/she shall be given the employee's copy. The remainder of the copies shall be sent to the Assistant Superintendent of Human Resources.
- C. No employee shall be formally evaluated by another employee (as defined in Section 1.1 of this Agreement).
- D. Employees shall be notified of the evaluation form to be used prior to being evaluated.
- E. An employee will sign his/her evaluation. Such signature shall verify that the employee has read the evaluation and shall not constitute the employee's agreement or disagreement with the evaluation. If an employee refuses to sign the evaluation, a union representative must sign the evaluation.

**ARTICLE VII
UNION RIGHTS**

7.1 Maintenance of Union Membership/ Dues Payroll Deduction

- A. Prior to the onset of any deduction of Union membership dues, the Union shall certify in writing to the Board the name of each Union member who has provided written authorization for the deduction of dues and the amount of the dues to be so deducted.
- B. In the event any negotiating unit member commences a legal action against the Board

in a court or administrative agency because of the Board's deduction of Union membership dues in compliance with this Article, the Union and its affiliates agree to defend such action, at its own expense and through counsel of its own choice, provided:

1. The Board gives immediate notice of such action in writing to the Union and permits the Union to intervene as a party; and
 2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at any stage, hearing, or argument of said legal action.
- C. The Union and its affiliates agree that, in any such action, it will save, indemnify, and hold harmless the Board, its members, employees and agents from any liability for damages and costs imposed by a final judgment of a court or administrative agency.
- D. It is expressly understood and agreed that the defense and indemnification covenants that are expressed herein shall not apply to any claim, demand or suit which may arise as a result of any type of willful misconduct by the Board (other than any necessary action required to be performed by the Board in this Article); however, such defense and indemnification covenants shall not protect the Board in any action which solely alleges a violation on the part of the Board of this Article.

7.2 Union - Board Relationship

- A. The Union shall be provided the reasonable use of the following: a) school buildings for meetings; b) employee mailboxes where applicable, bulletin boards, inter-school internal communication; and c) school equipment, e.g., computers, copy machines, etc., as long as the Union's use of any of the foregoing does not interfere with or disrupt the operations of the District, and provided that the Union reimburses the District for the cost of all consumable supplies, or expenses for such use.
- B. The President of the Union shall be given a copy of the "Board Packet" or similar memoranda as distributed to the Teachers' Association and which excludes all confidential Board information, at least twenty-four hours prior to the scheduled time of any regular or special board meeting.
- C. One copy of all Board Minutes and the Classified Personnel Report shall be mailed or given to the President of the Union.
- D. The Board agrees to furnish to the Union upon request all public information, which is available and already compiled, concerning the financial resources of the District and such other non-confidential information as will assist the Union in processing any grievance or complaint or in preparing for negotiations.
- E. The names and assignments of newly hired employees shall be provided to the Union within seven (7) days after their employment.
- F. The Board shall be responsible for printing the final collective bargaining agreement entered into between the Board and the Union, and shall provide the Union with twenty-five (25) copies of the Agreement a year for the duration of the contract. The Board shall also provide a copy of the Agreement for each employee at the onset of employment and whenever a new Agreement is printed.

**ARTICLE VIII
FRINGE BENEFITS**

8.1 Major Medical Insurance

- A. For all employees who normally work at least 38 3/4 hours per week for 12 months during the school year, the employee shall contribute 10% of the premium cost for either single or family coverage as elected by the employee.
- B. Effective October 1, 1994, for all employees who normally work at least 30 hours for 10 months or more during the school year and who are not otherwise eligible for medical insurance under Section 7.1, the District shall contribute 90% of the premium cost of single coverage in the Blue Cross/Blue Shield plan. Employees may purchase dependent and/or family coverage at their own expense.

8.2 Dental Insurance

The District shall allow employees who normally work at least 30 hours per week for at least ten months during the school year to purchase single or family dental insurance at their own expense if a plan administered by the District is available.

8.3 Life Insurance

All employees who normally work at least 30 hours per week for at least 10 months or more during the school year shall be provided with a \$20,000 term life insurance policy at District expense. All employees who normally work 20 to 30 hours per week for 10 months or more during the school year shall be provided with a \$15,000 term life insurance policy at District expense.

8.4 Flexible Spending Account

The District shall establish a Flexible Spending Account/Flexible Benefits Program for all employees who work 20 hours or more per week which complies with Section 125 of the Internal Revenue Code.

Beginning with the 2018-2019 fiscal year, those employees who work 20 hours or more per week and who elect to participate in the District's Section 125 Flexible Spending Plan will receive \$500.00 to a Medical Care Account. The District will provide a flexible spending benefits card to each employee. In addition, those employees who are eligible for the \$500 FSA contribution and who elect to participate in the District's Section 125 Flexible Spending Plan shall also receive an annual stipend of \$250.00.

Annually, the District shall issue a memorandum informing employees of District programs/benefits available for voluntary employee salary contributions, including but not limited to, options for tax sheltering.

8.5 Auto Expense

Any employee required to use his/her personal automobile in the conduct of school business shall be reimbursed at the IRS reimbursement rate effective on July 1 of each year, provided that such usage is approved by the appropriate administrator.

8.6 Retirement

An employee who is retiring shall give at least two (2) weeks written notice of same.

8.7 Retirement Incentive

Eligibility: The Board will provide a retirement incentive fund for each employee who retires after meeting the following eligibility requirements:

- A. attains at least age 55 on the date of retirement; and
- B. has completed ten (10) or more years of service in the District on the date of retirement; and qualifies for and has filed to participate in a retirement plan of the Illinois Municipal Retirement Fund (IMRF); and

8.8 Retirement Benefit

Eligible employees may choose one (1) and only one of the following options:

Option 1 – IMRF Early Retirement Incentive

During the term of this Contractual Agreement, the Board may choose to participate in the Early Retirement Incentive Program of the IMRF. The Superintendent or designee will consult with the CSU President or designee to determine the effective date of Board participation in this Program. Eligible employees electing to participate will be responsible for all employee contributions required for participation by IMRF. The Board will be responsible for all employer contributions required for participation by IMRF. Employees electing to participate will not be eligible for any other retirement benefits provided below.

Option 2 – District Plan

The Board will pay each eligible retiring employee the sum of \$350.00 for each year the employee has worked in District 227 (the “bonus pool”). Each eligible employee must choose at the time notice is given to utilize the bonus pool in one of the following ways:

- a. Post-Retirement Insurance Contributions. The Board will apply the bonus pool toward post-retirement insurance premiums for the health and/or dental insurance plan. Employees electing this option will be required to enroll in an IMRF- endorsed insurance plan.
- b. Post-Retirement Bonus. The employee will receive the bonus pool in lump sum, less all withholding required by law, no later than thirty (30) days following the employee’s last day of employment in the district.
- c. Salary Enhancement. An eligible employee may elect to use the bonus pool to receive up to a total six percent (6%) earnings increase over the employee’s prior fiscal year’s earnings when combined with any other salary increase the employee is entitled to receive. The Board will be allowed to deduct from the employee’s retirement incentive any added cost to the Board (approximately 10%) which results from an increase in IMRF contributions required from the Board as a result of the payment of a bonus to the employee. The total amount of the bonus paid to the employee will be the amount of his/her retirement incentive minus the aforesaid cost to the Board. In order to receive this option, the employee must provide the Board with his/her notice of retirement during the month of May for retirement effective no earlier than June 30 of the following fiscal year. The salary enhancements will begin in the fiscal year

following the fiscal year in which notice is given. An employee may receive salary enhancements from the bonus pool for up to four (4) years.

If there is any money remaining in the employee's bonus pool after the salary enhancements above have been applied, the remaining bonus pool money will be paid as a post-retirement bonus within thirty (30) days of the employee's retirement or paid toward post-retirement health insurance premiums pursuant to the election made by the employee at the time the employee's notice of retirement is given.

In order to be eligible for Salary Enhancement, the employee has to provide the Superintendent or designee with written notice of intent to retire during the month of May 2019, May 2020, May 2021, or May 2022, with an effective retirement date of June 30, 2019, June 30, 2020, June 30, 2021, June 30, 2022, June 30, 2023, or June 30, 2024. The Board reserves the right to limit the number of employees retiring under Option 2(c) each year to ten percent (10%) of those eligible for Option 2(c) or five (5) employees, whichever is greater. If a cap is applied, requests will be approved in the following order of priority:

- i. requests giving four (4) years advance notice; (b) by date request submitted to Human Resources; (c) by seniority of applicants; and (d) by lottery. An employee denied participation in this plan due to imposition of the cap may still retire on his/her requested date and receive the bonus pool post-retirement per Option 2(a) or 2(b) below.
 - ii. The employee's retirement will not require the Board to pay an accelerated payment or penalty of any kind to the Illinois Municipal Retirement Fund.
- d. In addition to the retirement incentive payment noted above, each eligible employee shall be paid for accrued and unused vacation time, if any, at the time of retirement at the employee's normal daily rate of pay. Additionally, within thirty (30) days following the employee's retirement, the Board shall pay the employee ten dollars (\$10.00) for each unused sick leave day up to a maximum of one hundred ten (110) days, provided such days are not used for IMRF retirement service credit.

8.9 Credit Union

All employees shall have the option to participate in the Employees' Credit Union.

8.10 Holidays

All twelve and ten-month employees shall receive regular pay for the following holidays if such days either fall on or are legally celebrated (according to the official student attendance calendar) on work days during the employee's scheduled work year:

New Year's Day, Good Friday, Memorial Day, Casimir Pulaski's Birthday, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, Martin Luther King Day, Columbus Day, Lincoln's Birthday or President's Day, and Veteran's Day.

When New Year's Day or Christmas Day falls on a weekend, the District will designate a weekday on which these holidays will be celebrated by all employees, and employees will receive regular pay for the day. Additionally, twelve-month employees shall receive regular pay for Independence Day; when Independence Day falls on a weekend, the District will designate a weekday to celebrate this holiday for 12-month employees.

8.11 Vacation

A. Years in District Vacation Entitlement credited on July 1

1 - 5 Years	12 Working Days
6 - 12 Years	17 Working Days
13 years or more	22 Working Days

B. In a 12 month employee’s first year of employment he/she begins to accrue the 12 vacation days on a monthly basis (e.g. after 6 months the employee has accrued 7 vacation days). Once the employee has completed his/her probationary period, the employee may begin to use accrued vacation days, with the understanding that the 12 vacation days are the total amount of days that will be available for use during the employee’s first and second year of employment.

Example: During an employee’s second year of employment, the employee is earning and accruing vacation days that will be available for use on the employee’s third anniversary date.

C. On July 1 of the fiscal year in which the employee will start his/her sixth or thirteenth year of employment in the District, the employee will be credited with twelve (6th year) or seventeen (13th years) vacation days plus the number of days determined by the employee’s month of hire:

Month of Hire	Number of Additional Days
July	5
August	4.5
September	4
October	4
November	3
December	3
January	2.5
February	2
March	2
April	1
May	1
June	0.5

The following July 1, the employee will receive the normal allotment of 17 or 22 days depending upon the employee’s length of service.

D. An employee shall submit his/her request to use vacation days to his/her immediate supervisor for approval at least five (5) working days in advance of the employee’s use of the vacation day(s). The immediate supervisor shall respond to the employee’s request within seventy-two (72) hours after receiving the request. If an employee submits a request with less than five (5) working days advance notice, the employee and the supervisor shall have a discussion about why the request was submitted with less than five (5) working days advance notice, and, if such explanation is deemed reasonable by the immediate supervisor,

the immediate supervisor will try to accommodate the employee’s request. Denial of a request to use vacation days may be appealed to the Assistant Superintendent of Human Resources or designee, whose decision will be final, non- precedential and non-grievable.

- E. An employee may carry over into the following fiscal year twelve (12) days of accumulated vacation time. These days must be used prior to December 31 or such days will convert to accumulated sick leave.

**ARTICLE IX
LEAVES**

9.1 Sick and Bereavement Leave

- A. Every employee shall be entitled to annual sick leave without loss of pay as follows:

<u>Number of Accumulated Sick Days as of June 30</u>	<u>Annual Sick Day Allotment at the Start of Next School Year</u>
1. 0-59	12
2. 60-119	15
3. 120 - 179	20
4. 180+	25

Probationary employees will be credited with two (2) days of sick leave for use during the first month of employment, and will receive one (1) day per month thereafter for the duration of the probationary period. Upon successful completion of the probationary period, the employee will be credited with the remainder of his or her sick leave as provided herein. Probationary employees may request an advance of sick leave days from the Assistant Superintendent of Human Resources or designee, whose decision will be final, non-precedential and non- grievable. Unused sick leave which is not taken in any given year shall be allowed to accrue as sick leave only to a maximum accumulation of two hundred fifty (250) days.

- B. Sick leave may be taken for personal illness, quarantine at home, or serious illness or death in the immediate family or household (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians), or birth, adoption, or placement for adoption. In addition to the foregoing, sick leave may also be used to attend to the death of aunts, uncles, nieces, nephews, step-parents, and step-children.
- C. Employees shall be notified by the building principal or his or her designee at the beginning of the school year of the procedure for calling in absences. Except in emergency situations, a night shift employee shall notify his or her immediate supervisor a minimum of three (3) hours before his or her work schedule is to begin of the need of taking said sick leave. The Board may, through the Assistant Superintendent of Human Resources or his/her designee, request the employee to put in writing the need for the use of sick leave and may require a medical certificate, secured from a District-designated medical program, to determine fitness to return to work or to take such leave, all as permitted by law. Employees may discuss with the Assistant Superintendent of Human Resources the medical program to which they will be referred.

- D. For purposes of this section, Immediate Supervisor shall mean:
1. For custodial employees, the foreperson to whom the employee is assigned;
 2. For food service employees, the managers of each campus;
 3. For clerical employees, paraprofessionals, attendance facilitators and monitors, the building principal or his/her designee;
 4. For technology support employees, the supervisor of technology.
- E. Employees will each receive two (2) non-accumulating bereavement days each year. The bereavement day may be used for the death in the immediate family or household (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians). Unused bereavement days will not carry over to the following year.

9.2 Personal Leave

- A. Every employee shall be entitled to paid personal leave in the amount of two (2) days per school year, which may be taken in not less than half-day units. A half-day unit shall be defined as being absent one-half or less of the number of paid hours the employee is regularly scheduled to work in a normal work day. Personal leave is interpreted to mean an emergency or other urgent and compelling business which cannot be transacted outside of the employee's regular working hours.
- B. In order to qualify for personal leave, a continuing employee must give written notice to his or her immediate supervisor at least two (2) work days in advance of the day the absence is anticipated.
- An employee may only use personal leave during his or her probationary period with the approval of his or her immediate supervisor. In order to gain such approval, the probationary employee must inform the immediate supervisor of the reason(s) for the requested use of personal leave. Such information must be provided to the immediate supervisor no fewer than two (2) work days prior to the requested absence.
- C. Personal leave may not be taken the first or last week of the school term or on the work day immediately before or after a school holiday or vacation.
- D. Personal leave may be denied by the immediate supervisor if it would result in more than 10% of the employees in that department at that building being absent for personal leave on any given day. This provision shall not be used to prevent the absence due to personal leave of at least one employee in those cases where one employee is more than 10% of the number of employees in that department at that building.
- E. Unused personal leave shall not accumulate annually but shall be added to accumulated sick leave if the personal leave is unused.
- F. An immediate supervisor may, but is not required to, waive the provisions of Sections B and C above in cases of undue hardship and/or emergency. However, such waiver shall not establish a precedent nor shall it be precedential.

9.3 Union Business Leave

In order to maintain open communications, CSU building vice presidents will meet with building leaders at least once during each semester with the Administration, and its purpose shall be to open better communication lines between the classified employees and the Administration. Minutes of all meetings shall be given to the Union President and the Assistant Superintendent of Human Resources.

Union leave shall be limited to six (6) days per school year with the Union paying the cost of providing a daily substitute if the District utilizes one. The Union President must notify the Assistant Superintendent of Human Resources at least five days in advance of taking union leave.

The Union president may request, and if requested, the Superintendent shall grant, additional Union leave for attendance by local leaders at state and/or national union conventions.

The CSU President will be allowed up to sixty (60) minutes each week (or one class period where appropriate) to conduct CSU business, which will include meetings with District administrators on issues of concern to the CSU. The CSU President will meet with District administrators on his/her own time if his/her schedule allows (i.e., President's shift/schedule begins after 3:00 p.m.). The CSU President will notify his/her building administrator in advance of taking such release time.

The Union shall be allowed to have an annual membership meeting. The meeting shall take place on the same date as the RTHSEA membership meeting and shall be from 2:00 p.m. to 3:00 p.m. Employees shall be released with pay to attend the meeting if the employee's regular working hours encompass the time period of 2:00 p.m. to 3:00 p.m. If an employee's regular working hours do not encompass the time period of 2:00 p.m. to 3:00 p.m., the employee's attendance at the Union meeting shall be unpaid. Employees who are scheduled to work between 2:00 p.m. and 3:00 p.m. must either attend the Union meeting or remain working at their assigned duties. The District administration shall have the right to require up to two (2) bargaining unit employees to remain at each high school for operational purposes, excepting the Union President, Vice President, Secretary and Treasurer and any bargaining unit members making a presentation at the meeting.

9.4 Unpaid Leaves of Absence

A continuing employee may request, and the Assistant Superintendent of Human Resources at his/her sole discretion may choose to grant such employee, an unpaid leave of absence as generally described in the Article. The terms and conditions governing such request of leave, if granted, shall be as follows:

- A. The granting or denial of any leave shall not be deemed precedential in any respect, and no action shall lie against the Board for granting or denying such request in whole or in part.
- B. Such leave shall be limited for purposes of application and consideration to continuing employees.
- C. The purpose of such leave may include the following:
 1. Educational purposes;
 2. Foreign, military or governmental work;
 3. Health and hardship;
 4. Child rearing whether by reason of maternity, child delivery or adoption;
 5. Any other reasons as determined solely by the Board.

D. A leave request shall be submitted in writing to the immediate supervisor stating the following reason:

1. The purpose or purposes for such leave;
2. The requested commencement date and termination date;
3. Any applicable supporting documents.

The immediate supervisor shall mean:

- a. For food service employees, the Supervisor of Food Services;
- b. For all other employees, the Building Principal.

The immediate supervisor shall make his/her recommendation regarding the leave request to the Assistant Superintendent of Human Resources.

- E. The Assistant Superintendent of Human Resources shall communicate to the employee his/her acceptance or denial of said leave request within thirty (30) days after the employee submits the leave request.
- F. The individual shall have the right to appeal the decision of the Assistant Superintendent of Human Resources to the Superintendent provided that such appeal is made within fifteen (15) days of the Assistant Superintendent of Human Resources' decision. The Superintendent may meet with the employee to discuss the leave requested, and shall communicate to the employee his/her acceptance or denial of said leave within thirty (30) days after the filing of the appeal with his office.
- G. If the individual requests, the individual shall have the right to appeal to the Board of Education for its consideration of such appeal at the next regularly scheduled Board meeting provided that at least fifteen (15) days elapse between the decision to appeal and the next regularly scheduled Board meeting; in other cases, the appeal shall then be considered at the following regularly scheduled Board meeting.
- H. The consideration of any appeal by the Board of Education shall be preceded by written application for appeal made by the employee together with copies of the original leave request and any other pertinent documents. The Board of Education shall consider said appeals based upon written documents submitted and shall announce its decision and communicate the same to the employee with copies to the Union if the Union so requests.
- I. All employees who are granted leaves shall return on the date specified in the leave request as approved by the Assistant Superintendent of Human Resources or Board. Any extensions in the leave must be preceded by written request for such extension filed with the Assistant Superintendent of Human Resources at least two (2) months prior to the return date specified in the original leave request; otherwise the extension may not be granted.
- J. Except for an employee returning from a Family and Medical Leave, job assignment upon return from leave shall proceed according to the following provisions. Return from an unpaid leave of more than 21 days in length shall not guarantee the employee his or her original job or assignment but the employee shall be returned to a position in his or her salary group. An employee returning from an unpaid leave of 21 calendar days or less shall be guaranteed his/her previous job. However, in neither case shall the employee be exempted from the effects of any reduction or cutback which may be occurring at the time of the return from leave.

K. Time on leave is not counted towards continuous service or employment by the Board and paid leave days shall not accrue during said leave, as permitted by law. The employee may make arrangements with the Illinois Municipal Retirement Fund for pension credit at his or her own expense. Any fringe benefit programs offered by the Board, in whole or in part, may be continued at the employee's sole expense subject to approval of any third party provider of benefits then in effect. Such continuation of fringe benefits shall be at the employee's sole expense except as is otherwise provided in Section 9.7 regarding payment of contributions by the Board in the case of Family and Medical Leave.

9.5 Jury Duty

Each employee who is summoned for jury duty and who serves such jury duty shall not lose any pay as a result of serving such duty. The employee on jury duty leave shall notify his/her immediate supervisor in advance of such leave and shall be entitled to retain all monies earned as jury compensation.

9.6 Workers' Compensation

- A. Employees must notify their immediate supervisor in writing of any on-the-job injury within three (3) work days of its occurrence on a form provided by the District, except when an employee is hospitalized and is physically unable to do so, where said reporting must be as soon as possible. Employees who are unable to read and write will receive assistance from their supervisor or his/her designee in completing the form.
- B. Where an employee has reported the injury pursuant to paragraph A above, the following procedure shall apply where the employee is absent from work due to such injury: The employee may utilize his/her sick leave benefits, if any, from the Board, provided that any workers' compensation award received by the employee during the period when the employee receives any sick leave benefits from the Board will be paid to the Board. Upon receipt of any workers' compensation award received by the employee, the Board shall restore two-thirds (2/3) of any used sick leave to the employee's benefit.
- C. Where an employee has not reported the injury pursuant to paragraph A above, the employee will not be eligible to receive any sick leave benefits from the Board during the time when the employee is eligible to receive workers' compensation benefits.
- D. A committee comprised of up to three representatives from both the District and the Union will study the current worker's compensation procedure and make recommendations to the parties as to any more efficient procedure.

9.7 Family and Medical Leave

Employees who have been employed by the Board for at least one year and who have worked at least 1,250 hours during the year preceding the leave shall, upon application, receive up to twelve weeks per academic year of Family and Medical Leave. Such leave may be taken for reasons of personal illness or for illness in the immediate family (spouse, child or parent) or because of a serious health condition that makes an eligible employee unable to perform his or her job functions. Such leave may also be taken following the birth of a child and to care for the newborn child within one year of birth; or adoption of a child or the placement of a child for adoption or foster care, or to care for an adopted or foster child with a

serious health condition, or the placement of a foster child in the employee's home. The employee must provide at least 30 days' notice of the intent to take such a leave. Where, due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early notice as is practicable. An eligible employee shall make every reasonable effort to schedule planned medical treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider.

Where leave is taken because of a birth, or adoption or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only upon approval of the Board or its designee. Where leave is taken to care for a sick family member or for an employee's own serious health condition, leave may be taken intermittently or on a reduced leave schedule when medically necessary.

Military Family Leave shall be granted in accordance with the applicable provisions of the law.

For purposes of implementing the Family and Medical Leave Act, the term "academic year" shall mean the fiscal year, July 1 through June 30.

The Board shall not require employees to use paid leave for purposes covered by Family and Medical Leave but employees may choose to do so. The Board shall continue to pay its normal contributions toward the employee's health insurance coverage during the period of the Family and Medical Leave. Thereafter, with the approval of the insurance carrier, health care coverage may be continued at the expense of the eligible employee.

Upon return from Family and Medical Leave, an employee shall be returned to either the same position as the employee had at the time of commencement of the leave or to an equivalent position with equivalent pay, benefits, duties and terms and conditions of employment.

ARTICLE X PAYROLL PROCEDURES

10.1 Payroll Dates and Information

- A. All employees shall be paid twice monthly at approximately fifteen (15) day intervals during their term of employment with the District. If payroll dates fall on a weekend or holiday, the pay date shall be the last day worked before the weekend or holiday.
- B. Ten-month employees shall have the option of being paid in equal installments spread over ten months (19 pays) or twelve months (24 pays). New hires shall make such an election at the time of hire. It is the employee's obligation to inform the payroll department by May 1 of any change in said election, whereby the change will take effect with the first paycheck of the following work year. Changes in their method of pay may not be made by employees after May 1 for the following work year. Ten-month employees who select the twelve-month option (i.e. 24 pays) will be paid their remaining checks for the school year by June 25.
- C. The District will implement an electronic system for timekeeping and reporting, with input from the Union as to the selection of the system. The District will provide training on how to use the selected system (as well as use of the District's email system) and will provide a designated computer in each building for food service employees to access the timekeeping

and reporting system. The Union and the administration will provide training to employees on how to report complaints or concerns about the timekeeping and reporting system.

At the start of each new payroll year, employees will receive with their first paycheck a statement showing the employee's step, hourly rate, number of pay periods selected (10-month employees only) and the number of leave days the employee has for personal, sick and (if applicable) vacation leave. Employees will acknowledge receipt of this information no later than the next regular pay date.

10.2 Payroll Deduction

Upon the written request of the employee, the Board shall deduct from the pay of each employee annuities, current dues of the Union and medical insurance when applicable. The Union shall annually on or before September 1 certify in writing to the Board the annual dues for the school year. Such authorization shall continue in effect from year to year unless revoked in writing by the employee. Pursuant to such authorization, the Board shall deduct membership dues beginning with the first day in September and ending with the last day in June and remit the amount to the Treasurer of the Union within ten (10) days.

ARTICLE XI COMPENSATION

11.1 Placement on the Salary Schedule

Employees shall advance one step on the salary schedule on July 1 of each year until reaching the maximum step on the salary schedule. Employment on or before the first workday after Winter break shall constitute a full year for purposes of advancement on the salary scale on July 1.

The Board, upon recommendation of the Administration, shall have the sole prerogative of placing new employees, and employees who change department salary schedules, on the appropriate salary schedule with due consideration of their years of paid work experience.

Effective July 1, 1990, and thereafter, such credit, if granted, shall be limited to no more than four (4) steps of credit (employees may be placed no higher than step 4) and shall be directly related to the job classification.

Probationary employees shall be paid at the step one wage rate for their applicable group and schedule during their probationary period. After an employee has successfully completed his/her probationary period, the District will, in its sole discretion, place the continuing employee on the appropriate salary step.

11.2 Payment of Step\New Agreement

At the commencement of the fiscal year on July 1, employees will not be paid at the next salary step, where applicable, until the parties have reached a new agreement, and then payment of any salary step will be in accordance with the new agreement.

11.3 Summer Work

Ten (10) month employees performing their same job duties during the summer break will be paid for such work at their normal hourly rate.

Ten (10) month employees performing work during summer break that is different than the duties of their 10-month position shall be paid \$10.75 per hour or minimum wage whichever is higher.

11.4 "Will Call" Lists

The Board will establish a "will call" list for 10 month employees of the District who wish to work during the summer break. Employees who wish to be on the will call list must return the form by May 15.

11.5 Employee Categories

Clerical Positions

Group VIII

Secretary to Principal

Group VII

Accounts Payable

Registrar

Secretary to Supervisor of Buildings and Grounds

Secretary to Associate Principal

Secretary to Director of Special Education

Secretary to Division Leaders of Health and Wellness

Group VI

Attendance Facilitator

Secretary to Student Support Services

Secretary (Guidance, Student Affairs)

Group V

Campus Receptionist

District Receptionist

12 Month Cashier

Group IV

Book Room

10 Month Cashier

Group III

Bookkeeper (Food Service)

Group II

Attendance Clerk

Media Clerk

Group I

20 Hour Clerical

*During summer school and registration, Cashiers will be paid their regular rate of pay.

Custodial and Maintenance Positions

Group III

Preventive Maintenance (Tuesday - Saturday Schedule)

Group II

Grounds Maintenance
Building Maintenance

Group I

Storekeeper
Custodian (Day, Night, Swing Shift)

Food Service Positions

Group VI

Head Cook

Group V

Head Salad

Group IV

7.5 Hour

Group III

7 Hour

Group II

6 Hour

Group I

5 Hour

Food Service Professional*

*The Head Baker title is eliminated. Any employee holding the Head Baker position on the date of ratification of the 2012-2015 agreement will continue to be paid at the Group II rate until such time as they no longer hold that position.

Technology Support Positions

Group II

Computer Technician

Group I

Trainer/Help Desk
Technology Assistant

Paraprofessionals

Group V

Paraprofessional – ISS/Study Hall

Group IV

Paraprofessional – Bachelor’s Degree

Group III

Paraprofessional + 90 credit hours

Group II

Paraprofessional +60 credit hours

Group I

Paraprofessional

Nurse – RN (Non-certificated)

Group I

RN + Bachelors

11.6 Salary Schedules

- A. Salary increases will be retroactive to July 1, 2018 for those persons employed on the date of the Board’s approval of this 2018-2022 agreement.
- B. Classified staff that are moving off the schedule will receive a 3.25%, 3.25%, 3.00% and 3.00% increase for FY19, FY20, FY21 and FY22 respectively over their prior year's base salary.

CLERICAL SCHEDULES

10 MONTH AND 12 MONTH CLERICAL

Steps	2018-2019							
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	<u>VIII</u>
1	13.24	13.24	13.84	13.84	13.84	14.97	15.63	16.92
2	13.67	13.67	14.29	14.29	14.29	15.46	16.14	17.47
3	14.15	14.15	14.79	14.79	14.79	15.99	16.71	18.08
4	14.60	14.60	15.26	15.26	15.26	16.52	17.26	18.68
5	15.06	15.06	15.74	15.74	15.74	17.05	17.78	19.21
6	15.53	15.53	16.20	16.20	16.20	17.56	18.31	19.74
7	16.00	16.00	16.66	16.66	16.66	18.09	18.84	20.26
8	16.48	16.48	17.13	17.13	17.13	18.62	19.36	20.78
9	16.93	16.93	17.60	17.60	17.60	19.14	19.88	21.31
10	17.41	17.41	18.07	18.07	18.07	19.67	20.40	21.84
11	17.87	17.87	18.54	18.54	18.54	20.20	20.94	22.35
12	18.22	18.22	18.88	18.88	18.88	20.54	21.28	22.69
13	18.62	18.62	19.28	19.28	19.28	20.94	21.68	23.11
14	19.07	19.07	19.74	19.74	19.74	21.39	22.13	23.55
15	19.42	19.42	20.09	20.09	20.09	21.79	22.54	24.00
Hours	744	1,488	1,040	1,488	2,080	1,488	2,080	2,080

10 MONTH AND 12 MONTH CLERICAL

Steps	2019-2020							
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	<u>VIII</u>
1	13.24	13.24	13.84	13.84	13.84	14.97	15.63	16.92
2	13.67	13.67	14.29	14.29	14.29	15.46	16.14	17.47
3	14.11	14.11	14.75	14.75	14.75	15.96	16.66	18.04
4	14.60	14.60	15.27	15.27	15.27	16.51	17.25	18.67
5	15.07	15.07	15.76	15.76	15.76	17.06	17.82	19.28
6	15.55	15.55	16.25	16.25	16.25	17.60	18.36	19.84
7	16.03	16.03	16.73	16.73	16.73	18.13	18.90	20.38
8	16.52	16.52	17.21	17.21	17.21	18.68	19.46	20.92
9	17.01	17.01	17.69	17.69	17.69	19.22	19.99	21.46
10	17.48	17.48	18.18	18.18	18.18	19.76	20.52	22.00
11	17.97	17.97	18.66	18.66	18.66	20.31	21.07	22.55
12	18.45	18.45	19.15	19.15	19.15	20.85	21.62	23.08
13	18.82	18.82	19.50	19.50	19.50	21.20	21.97	23.43
14	19.22	19.22	19.90	19.90	19.90	21.62	22.39	23.86
15	19.69	19.69	20.38	20.38	20.38	22.09	22.85	24.32
Hours	744	1,488	1,040	1,488	2,080	1,488	2,080	2,080

10 MONTH AND 12 MONTH CLERICAL

Steps	2020-2021							
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	<u>VIII</u>
1	13.24	13.24	13.84	13.84	13.84	14.97	15.63	16.92
2	13.64	13.64	14.26	14.26	14.26	15.42	16.10	17.43
3	14.08	14.08	14.72	14.72	14.72	15.92	16.62	17.99
4	14.54	14.54	15.20	15.20	15.20	16.44	17.16	18.58
5	15.04	15.04	15.72	15.72	15.72	17.01	17.77	19.23
6	15.53	15.53	16.23	16.23	16.23	17.57	18.36	19.86
7	16.02	16.02	16.73	16.73	16.73	18.13	18.91	20.43
8	16.51	16.51	17.23	17.23	17.23	18.68	19.47	20.99
9	17.02	17.02	17.72	17.72	17.72	19.24	20.04	21.54
10	17.52	17.52	18.22	18.22	18.22	19.80	20.59	22.10
11	18.01	18.01	18.72	18.72	18.72	20.36	21.14	22.66
12	18.51	18.51	19.22	19.22	19.22	20.92	21.70	23.22
13	19.01	19.01	19.72	19.72	19.72	21.48	22.27	23.77
14	19.38	19.38	20.08	20.08	20.08	21.84	22.63	24.13
15	19.80	19.80	20.50	20.50	20.50	22.27	23.06	24.57
Hours	744	1,488	1,040	1,488	2,080	1,488	2,080	2,080

10 MONTH AND 12 MONTH CLERICAL

Steps	2021-2022							
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	<u>VIII</u>
1	13.24	13.24	13.84	13.84	13.84	14.97	15.63	16.92
2	13.64	13.64	14.26	14.26	14.26	15.42	16.10	17.43
3	14.08	14.08	14.72	14.72	14.72	15.92	16.62	17.99
4	14.54	14.54	15.20	15.20	15.20	16.44	17.16	18.58
5	15.04	15.04	15.72	15.72	15.72	17.01	17.77	19.23
6	15.53	15.53	16.23	16.23	16.23	17.57	18.36	19.86
7	16.02	16.02	16.73	16.73	16.73	18.13	18.91	20.43
8	16.51	16.51	17.23	17.23	17.23	18.68	19.47	20.99
9	17.02	17.02	17.72	17.72	17.72	19.24	20.04	21.54
10	17.52	17.52	18.22	18.22	18.22	19.80	20.59	22.10
11	18.01	18.01	18.72	18.72	18.72	20.36	21.14	22.66
12	18.51	18.51	19.22	19.22	19.22	20.92	21.70	23.22
13	19.01	19.01	19.72	19.72	19.72	21.48	22.27	23.77
14	19.38	19.38	20.08	20.08	20.08	21.84	22.63	24.13
15	19.80	19.80	20.50	20.50	20.50	22.27	23.06	24.57
Hours	744	1,488	1,040	1,488	2,080	1,488	2,080	2,080

FOOD SERVICE SCHEDULES

FOOD SERVICE STAFF						
Steps	2018-2019					
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>
1	10.49	10.49	10.49	10.49	11.00	11.72
2	10.83	10.83	10.83	10.83	11.36	12.10
3	11.21	11.21	11.21	11.21	11.76	12.52
4	11.53	11.53	11.53	11.53	12.10	12.89
5	11.86	11.86	11.86	11.86	12.44	13.24
6	12.20	12.20	12.20	12.20	12.78	13.57
7	12.54	12.54	12.54	12.54	13.11	13.92
8	12.89	12.89	12.89	12.89	13.45	14.26
9	13.24	13.24	13.24	13.24	13.80	14.60
10	13.57	13.57	13.57	13.57	14.15	14.95
11	13.92	13.92	13.92	13.92	14.49	15.29
12	14.26	14.26	14.26	14.26	14.84	15.63
13	14.66	14.66	14.66	14.66	15.24	16.03
14	15.11	15.11	15.11	15.11	15.68	16.49
15	15.36	15.36	15.36	15.36	15.94	16.77
Hours	895	1,040	1,253	1,342.5	1,342.5	1,432

FOOD SERVICE STAFF						
Steps	2019-2020					
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>
1	10.49	10.49	10.49	10.49	11.00	11.72
2	10.83	10.83	10.83	10.83	11.36	12.10
3	11.18	11.18	11.18	11.18	11.73	12.49
4	11.58	11.58	11.58	11.58	12.14	12.93
5	11.91	11.91	11.91	11.91	12.49	13.30
6	12.25	12.25	12.25	12.25	12.85	13.67
7	12.60	12.60	12.60	12.60	13.20	14.01
8	12.95	12.95	12.95	12.95	13.54	14.37
9	13.30	13.30	13.30	13.30	13.89	14.72
10	13.67	13.67	13.67	13.67	14.25	15.07
11	14.01	14.01	14.01	14.01	14.60	15.44
12	14.37	14.37	14.37	14.37	14.96	15.79
13	14.72	14.72	14.72	14.72	15.32	16.14
14	15.14	15.14	15.14	15.14	15.73	16.56
15	15.60	15.60	15.60	15.60	16.19	17.02
Hours	895	1,040	1,253	1,342.5	1,342.5	1,432

FOOD SERVICE STAFF						
Steps	2020-2021					
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>
1	10.49	10.49	10.49	10.49	11.00	11.72
2	10.80	10.80	10.80	10.80	11.33	12.07
3	11.16	11.16	11.16	11.16	11.70	12.46
4	11.52	11.52	11.52	11.52	12.08	12.87
5	11.92	11.92	11.92	11.92	12.51	13.32
6	12.27	12.27	12.27	12.27	12.87	13.70
7	12.62	12.62	12.62	12.62	13.23	14.08
8	12.98	12.98	12.98	12.98	13.59	14.43
9	13.34	13.34	13.34	13.34	13.95	14.80
10	13.70	13.70	13.70	13.70	14.31	15.16
11	14.08	14.08	14.08	14.08	14.68	15.53
12	14.43	14.43	14.43	14.43	15.04	15.90
13	14.80	14.80	14.80	14.80	15.41	16.26
14	15.16	15.16	15.16	15.16	15.78	16.62
15	15.59	15.59	15.59	15.59	16.21	17.05
Hours	895	1,040	1,253	1,342.5	1,342.5	1,432

FOOD SERVICE STAFF						
Steps	2021-2022					
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>
1	10.49	10.49	10.49	10.49	11.00	11.72
2	10.80	10.80	10.80	10.80	11.33	12.07
3	11.16	11.16	11.16	11.16	11.70	12.46
4	11.52	11.52	11.52	11.52	12.08	12.87
5	11.92	11.92	11.92	11.92	12.51	13.32
6	12.27	12.27	12.27	12.27	12.87	13.70
7	12.62	12.62	12.62	12.62	13.23	14.08
8	12.98	12.98	12.98	12.98	13.59	14.43
9	13.34	13.34	13.34	13.34	13.95	14.80
10	13.70	13.70	13.70	13.70	14.31	15.16
11	14.08	14.08	14.08	14.08	14.68	15.53
12	14.43	14.43	14.43	14.43	15.04	15.90
13	14.80	14.80	14.80	14.80	15.41	16.26
14	15.16	15.16	15.16	15.16	15.78	16.62
15	15.59	15.59	15.59	15.59	16.21	17.05
Hours	895	1,040	1,253	1,342.5	1,342.5	1,432

**PARAPROFESSIONAL
SCHEDULES**

PARAPROFESSIONALS					
Steps	2018-2019				
	<u>30</u>	<u>60</u>	<u>90</u>	<u>BA</u>	<u>BA+ISS+SH</u>
1	13.01	13.31	13.61	14.21	14.96
2	13.43	13.74	14.05	14.67	15.45
3	13.91	14.23	14.55	15.19	15.98
4	14.34	14.67	15.00	15.67	16.52
5	14.72	15.06	15.39	16.07	17.05
6	15.13	15.46	15.79	16.45	17.56
7	15.51	15.84	16.17	16.84	18.09
8	15.90	16.23	16.53	17.22	18.62
9	16.28	16.61	16.95	17.62	19.14
10	16.67	17.01	17.35	18.01	19.67
11	17.07	17.40	17.73	18.38	20.20
12	17.41	17.74	18.07	18.72	20.54
13	17.80	18.13	18.48	19.13	20.94
14	18.26	18.60	18.93	19.58	21.43
15	18.60	18.93	19.27	19.94	21.78
Hours	1,348.5	1,348.5	1,348.5	1,348.5	1,348.5

PARAPROFESSIONALS					
Steps	2019-2020				
	<u>30</u>	<u>60</u>	<u>90</u>	<u>BA</u>	<u>BA+ISS+SH</u>
1	13.01	13.31	13.61	14.21	14.96
2	13.43	13.74	14.05	14.67	15.45
3	13.87	14.19	14.51	15.15	15.95
4	14.36	14.69	15.02	15.68	16.50
5	14.81	15.15	15.49	16.18	17.06
6	15.20	15.55	15.89	16.59	17.60
7	15.63	15.96	16.30	16.98	18.13
8	16.01	16.35	16.69	17.39	18.68
9	16.42	16.76	17.07	17.78	19.22
10	16.81	17.15	17.50	18.20	19.76
11	17.22	17.56	17.91	18.59	20.31
12	17.62	17.96	18.30	18.98	20.85
13	17.97	18.31	18.66	19.33	21.20
14	18.38	18.72	19.08	19.75	21.62
15	18.86	19.20	19.54	20.21	22.13
Hours	1,348.5	1,348.5	1,348.5	1,348.5	1,348.5

PARAPROFESSIONALS					
Steps	2020-2021				
	<u>30</u>	<u>60</u>	<u>90</u>	<u>BA</u>	<u>BA+ISS+SH</u>
1	13.01	13.31	13.61	14.21	14.96
2	13.40	13.71	14.02	14.64	15.41
3	13.84	14.15	14.47	15.11	15.91
4	14.29	14.61	14.94	15.60	16.43
5	14.79	15.13	15.47	16.15	17.00
6	15.25	15.60	15.95	16.67	17.57
7	15.66	16.02	16.37	17.09	18.13
8	16.10	16.44	16.79	17.49	18.68
9	16.49	16.84	17.20	17.91	19.24
10	16.91	17.26	17.58	18.32	19.80
11	17.32	17.67	18.03	18.74	20.36
12	17.73	18.08	18.45	19.15	20.92
13	18.15	18.50	18.85	19.55	21.48
14	18.51	18.86	19.22	19.91	21.84
15	18.93	19.28	19.65	20.35	22.27
Hours	1,348.5	1,348.5	1,348.5	1,348.5	1,348.5

PARAPROFESSIONALS					
Steps	2021-2022				
	<u>30</u>	<u>60</u>	<u>90</u>	<u>BA</u>	<u>BA+ISS+SH</u>
1	13.01	13.31	13.61	14.21	14.96
2	13.40	13.71	14.02	14.64	15.41
3	13.80	14.12	14.44	15.08	15.87
4	14.25	14.58	14.91	15.57	16.39
5	14.71	15.05	15.39	16.07	16.92
6	15.23	15.58	15.94	16.64	17.51
7	15.71	16.07	16.43	17.17	18.10
8	16.13	16.50	16.86	17.60	18.67
9	16.58	16.93	17.29	18.02	19.24
10	16.99	17.35	17.71	18.45	19.81
11	17.42	17.78	18.11	18.86	20.39
12	17.84	18.20	18.57	19.31	20.97
13	18.27	18.63	19.00	19.72	21.55
14	18.70	19.06	19.42	20.13	22.12
15	19.07	19.43	19.79	20.50	22.50
Hours	1,348.5	1,348.5	1,348.5	1,348.5	1,348.5

**BUILDINGS AND GROUNDS
SCHEDULES**

Steps	Buildings & Grounds		
	2018-2019		
	I	II	III
1	14.74	15.05	16.59
2	15.22	15.54	17.13
3	15.76	16.09	17.73
4	16.41	16.73	18.37
5	17.05	17.38	19.02
6	17.70	18.03	19.67
7	18.34	18.67	20.34
8	18.99	19.32	21.01
9	19.64	19.97	21.69
10	20.31	20.65	22.35
11	20.98	21.33	23.04
12	21.33	21.67	23.39
13	21.72	22.06	23.78
14	22.19	22.53	24.23
15	23.62	22.94	24.69
Hours	2,080	2,080	2,080

Steps	Buildings & Grounds		
	2019-2020		
	I	II	III
1	14.74	15.05	16.59
2	15.22	15.54	17.13
3	15.71	16.04	17.69
4	16.27	16.61	18.30
5	16.94	17.27	18.97
6	17.60	17.94	19.64
7	18.27	18.61	20.31
8	18.93	19.27	21.00
9	19.60	19.95	21.69
10	20.28	20.62	22.40
11	20.97	21.32	23.08
12	21.66	22.02	23.78
13	22.02	22.38	24.15
14	22.43	22.78	24.55
15	22.91	23.26	25.02
Hours	2,080	2,080	2,080

Steps	Buildings & Grounds		
	2020-2021		
	I	II	III
1	14.74	15.05	16.59
2	15.18	15.50	17.09
3	15.68	16.01	17.64
4	16.19	16.53	18.22
5	16.76	17.11	18.85
6	17.45	17.79	19.53
7	18.13	18.48	20.23
8	18.82	19.17	20.92
9	19.50	19.85	21.63
10	20.19	20.54	22.35
11	20.88	21.24	23.07
12	21.60	21.96	23.77
13	22.31	22.69	24.50
14	22.69	23.05	24.87
15	23.10	23.47	25.29
Hours	2,080	2,080	2,080

Steps	Buildings & Grounds		
	2021-2022		
	I	II	III
1	14.74	15.05	16.59
2	15.18	15.50	17.09
3	15.68	16.01	17.64
4	16.19	16.53	18.22
5	16.76	17.11	18.85
6	17.45	17.79	19.53
7	18.13	18.48	20.23
8	18.82	19.17	20.92
9	19.50	19.85	21.63
10	20.19	20.54	22.35
11	20.88	21.24	23.07
12	21.60	21.96	23.77
13	22.31	22.69	24.50
14	22.69	23.05	24.87
15	23.10	23.47	25.29
Hours	2,080	2,080	2,080

LOCKER ROOM ATTENDANTS SCHEDULES

LOCKER ROOM	
Steps	2018-2019
	↓
1	11.95
2	12.34
3	12.77
4	13.16
5	13.47
6	13.79
7	14.11
8	14.43
9	14.75
10	15.07
11	15.39
12	15.75
13	16.14
14	16.59
15	16.88
Hours	1,488

LOCKER ROOM	
Steps	2019-2020
	↓
1	11.95
2	12.34
3	12.74
4	13.19
5	13.59
6	13.91
7	14.24
8	14.57
9	14.90
10	15.23
11	15.56
12	15.89
13	16.26
14	16.66
15	17.13
Hours	1,488

LOCKER ROOM	
Steps	2020-2021
	↓
1	11.95
2	12.31
3	12.71
4	13.12
5	13.58
6	14.00
7	14.33
8	14.67
9	15.01
10	15.35
11	15.69
12	16.03
13	16.37
14	16.75
15	17.16
Hours	1,488

LOCKER ROOM	
Steps	2021-2022
	↓
1	11.95
2	12.31
3	12.68
4	13.09
5	13.52
6	13.99
7	14.42
8	14.76
9	15.11
10	15.46
11	15.81
12	16.16
13	16.51
14	16.86
15	17.25
Hours	1,488

TECHNOLOGY SCHEDULES

Steps	TECHNOLOGY	
	2018-2019	
	I	II
1	16.31	16.93
2	16.84	17.48
3	17.43	18.09
4	18.02	18.69
5	18.53	19.21
6	19.04	19.73
7	19.55	20.24
8	20.07	20.75
9	20.58	21.27
10	21.09	21.78
11	21.61	22.29
12	21.95	22.63
13	22.34	23.04
14	22.81	23.49
15	23.23	23.92
Hours	2,080	2,080

Steps	TECHNOLOGY	
	2019-2020	
	I	II
1	16.31	16.93
2	16.84	17.48
3	17.39	18.05
4	18.00	18.68
5	18.60	19.30
6	19.14	19.84
7	19.66	20.37
8	20.18	20.89
9	20.72	21.43
10	21.25	21.96
11	21.78	22.48
12	22.31	23.02
13	22.66	23.37
14	23.07	23.78
15	23.55	24.25
Hours	2,080	2,080

Steps	TECHNOLOGY	
	2020-2021	
	I	II
1	16.31	16.93
2	16.80	17.44
3	17.35	18.00
4	17.91	18.59
5	18.53	19.24
6	19.16	19.87
7	19.71	20.43
8	20.25	20.98
9	20.79	21.52
10	21.35	22.07
11	21.88	22.62
12	22.43	23.16
13	22.98	23.71
14	23.34	24.07
15	23.76	24.50
Hours	2,080	2,080

Steps	TECHNOLOGY	
	2021-2022	
	I	II
1	16.31	16.93
2	16.80	17.44
3	17.30	17.96
4	17.87	18.54
5	18.45	19.15
6	19.09	19.81
7	19.74	20.47
8	20.30	21.05
9	20.86	21.61
10	21.41	22.17
11	21.99	22.73
12	22.54	23.30
13	23.11	23.85
14	23.67	24.42
15	24.04	24.79
Hours	2,080	2,080

Nurses
Starting Pay and Annual Increases

Nurses hired prior to February 20, 2019:

Starting Pay: NA

Annual Increases:	2018-2019:	0%
	2019-2020:	0%
	2020-2021:	.5%
	2021-2022:	1%

Nurses hired on and after February 20, 2019

Starting Pay: \$31.58/hour

Annual Increases:	2018-2019:	NA
	2019-2020:	3.25%
	2020-2021:	3%
	2021-2022:	3%

11.7 Years of Service Bonus

Each eligible employee will receive a one-time, non-repeating, non-cumulative longevity bonus paid in the year of employment noted below:

- a. 20th year of full-time continuous service to District 227 \$500.00
- b. 25th year of full-time continuous service to District 227 \$1,000

This longevity bonus will be paid in December of the 20th or 25th year of service as noted above by separate payroll check. For employees who have given notice of retirement under the district plan in 8.7 above, any portion of the longevity bonus that would cause the employee to exceed a six percent (6%) earnings increase will be added to the employee's bonus pool.

11.8 Extra Duty/Extra Schedule

Classified employees shall be considered for extra duty/extra schedule assignments not filled by teachers in the district according to the following procedure:

- A. All employees will be given on an annual basis a list of all teacher extra duty/extra schedule positions in the District. Classified employees may notify the Building Principal or his/her designee in writing of the positions for which they desire to be considered. When any extra duty/extra schedule position has not been filled by teachers at the campus, the Building Principal or his/her designee will interview for the position those classified employees who have submitted a written notification of their desire to be considered for the position and who are qualified to hold it. Employees who are interviewed for extra duty/extra schedule positions shall be notified in writing of the decision of the Building Principal or his/her designee, which shall be final.
- B. Classified employees shall be compensated for extra duty/extra schedule assignments at the appropriate stipend rate as designated in the RTHSEA/Board of Education Agreement.
- C. A.M. Supervision: Paraprofessional's shall not be eligible to perform a.m. supervision duties occurring during the Paraprofessional's regular workday after December 31, 2012. Beginning with the second semester of the 2012-2013 school year, it is understood that student supervision duties prior to the start of the student day and during the Paraprofessional's regular workday are part of a Paraprofessional's normal workday and duties, and no additional stipend or other compensation is due for the performance of such duties.

11.9

Classified employees of the District, who hold a substitute or teaching certificate, shall be paid at the same rate as District 227 teachers for performing in-house substitution for an individual class period. This payment shall be in lieu of, not in addition to, the employee's regular wages for the time spent in in-house substitution. In the event a Classified employee substitutes for an entire day, that employee shall be paid their normal wages plus one-half the daily substitute rate.

11.10

Paraprofessionals shall be paid an additional \$3.31 per class period to a maximum of \$19.86 per day for those periods when there is a substitute teacher in the class to which they are assigned for the duration of the contract. In non-special education classes, this shall be paid for a maximum of fifteen consecutive working days where the same substitute is in the class, and in self-contained special education classes for a maximum of twenty consecutive working days with the same substitute.

11.11 Food Service Employees

- A. Food service employees shall be paid at their regular rate of pay for work performed outside of their work shift.
- B. Employees from other categories within the bargaining unit who have prior food service experience shall be paid the lane I, step 1 rate for serving as a substitute food service employee.

11.12 Paraprofessionals Only

- A. If paraprofessionals are required in writing by the administration to attend teacher in-service days, or their request to attend any such in-service is approved in writing by the designated administrator, they shall receive their normal rate of pay for the period of such attendance. If paraprofessionals are not required to attend such in-service days or their request to attend such in-service is not approved, they are free to so attend without pay.
- B. One-on-one paraprofessionals whose regular daily job duties include assisting a student with toileting shall be paid an additional \$0.25 per hour.

11.13 District Office Clerical Grouping Review Committee

No later than October 1, 2019, a committee will be convened for the one-time purpose of reviewing the job responsibilities performed by the District office clerical employees in Group VII. The committee shall be comprised of both Administrators and Union members. The committee shall make a written recommendation to the Superintendent for each position indicating either (1) the position is properly placed in Group VII or (2) the position should be moved into Group VIII. The Superintendent shall consider the committee's recommendation and make a final decision.

ARTICLE XII GRIEVANCE PROCEDURE

12.1 Definitions

- A. A grievance shall mean any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this agreement.
- B. All time limits consist of days on which the Business Office of the Board is open for business.

C. "Immediately involved supervisor" shall mean:

1. for custodial employees, the foreperson to whom the employee is assigned;
2. for food service workers, the cafeteria manager;
3. for clerical employees, the immediate administrative person to whom he/she is assigned;
4. for paraprofessionals, the immediate supervisor to whom he/she is assigned;
5. for attendance facilitators, the Associate Principal;
6. for monitors, the Building Principal;
7. for technology support employees, the Technology Supervisor.

D. Any extensions of the time limits requested by either the Board or the Union must be mutually agreed upon between the parties and confirmed in writing within 3 days.

12.2 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications held outside the employee's work day. When requested by the employee, a Union representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed within 30 days of the incident giving rise to the grievance as follows:

A. The grievant may present the grievance in writing listing the desired resolution to the grievance to the immediately involved supervisor who will arrange for a meeting to take place within six (6) days of the receipt of the grievance. The Union's representative, the grievant, and the immediately involved supervisor shall be present at the meeting.

Within six (6) days following the meeting, the grievant and the Union shall be provided with the supervisor's written response including the reason(s) for the decision or the grievant may proceed to the next step.

B. If the grievance is not resolved at step "A", then the grievant may refer the written grievance listing the desired resolution of the grievance to the building principal or his official designee within six (6) days after receipt of the step "A" answer, or within six (6) days after the answer should have been received; the grievance shall be deemed withdrawn where it is not submitted to the building principal within said six (6)- day period.

The principal shall arrange with the grievant and the Union representative for a meeting to take place within six (6) days of the principal's receipt of the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary.

Within six (6) days of the meeting, the grievant and the Union shall be provided with the principal's written response, including reason(s) for the decision, or the grievant may proceed to the next step.

C. If the grievance is not resolved at step "B", then the grievant may refer the written grievance listing the desired resolution of the grievance, to the Assistant Superintendent of Human Resources or his/her official designee within six (6) days after receipt of the step "B" answer, or within six (6) days after the answer should have been received; the grievance shall be deemed withdrawn if it is not submitted to

the Assistant Superintendent of Human Resources within said six (6) day period.

The Assistant Superintendent of Human Resources shall arrange with the grievant and the Union representative for a meeting to take place within six (6) days of the Assistant Superintendent of Human Resources' receipt of the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary.

Within six (6) days of the meeting, the grievant and the Union shall be provided with the Assistant Superintendent of Human Resources' written response, including reason(s) for the decision or the grievant may proceed to the next step.

- D. If the union or grievant is not satisfied with the disposition of the grievance at step "C", the grievance may be submitted to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of receipt of the step "C" answer, or within 30 days after the answer should have been received, the grievance shall be deemed withdrawn.
1. Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
 2. The arbitrator shall have no power to alter the terms of the Agreement.

12.3 Bypass to Assistant Superintendent of Human Resources

If the grievant and the Assistant Superintendent of Human Resources agree, step "A" and/or step "B" of the grievance procedure may be bypassed and the grievance brought directly to step "B" or "C", as applicable.

12.4 Bypass to Arbitration

If the Assistant Superintendent of Human Resources and the Union agree, a grievance may be submitted directly to arbitration.

12.5 Time Limits

If time limits expire without a response from the Board's designee, the grievant or Union may proceed to the next step.

12.6 Class Grievance

Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union at step "C", upon the written approval of the Assistant Superintendent of Human Resources. Either the Union or the Assistant Superintendent of Human Resources may combine grievances which allege the same facts or violations.

12.7 Union Participation - Employee Represented

The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Union's representative is not present.

12.8 Union Participation - Employee Not Represented

When an employee is not represented by the Union, the Union shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.

12.9 Board-Administration Cooperation

The Board and the Administration shall cooperate with the Union in its investigation of any grievance. Nothing, however, in this Section shall be deemed to require the disclosure of non- public information or released time (except as in 12.11).

12.10 No Reprisals Clause

No reprisals shall be taken by the Board or the Administration against an employee because of his/her participation in a grievance. No reprisal shall be taken by the Union or any employee against an employee for his/her participation in or failure to participate in a grievance.

12.11 Released Time

Should the investigation or processing of any grievance require that an employee or a Union representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits at the sole approval of the Assistant Superintendent of Human Resources.

12.12 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the participants, except any action required by law to be placed in the employee's personnel file, after disclosing the placement thereof to the employee.

12.13 Grievance Withdrawal

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

12.14 Expenses

The cost of the arbitrator (and of a transcript if requested by the arbitrator) shall be borne equally between the Union and the School District. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his or her interpretation of the meaning or application of the express relevant language of the Agreement.

**ARTICLE XIII
MANAGEMENT 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, including, but not limited to, the responsibility for and the right:

1. To maintain executive management and administrative control of the School District and its properties and facilities and the activities of its employees as related to the conduct of school affairs.

2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their discipline, dismissal, or demotion, their assignment, and to promote and transfer all such employees.
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board Policy or as the same may from time to time be amended.
4. To determine work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.
5. To subcontract work on an emergency, temporary, or occasional basis where such subcontracting does not result in a layoff or a reduction in the normal work hours of bargaining unit employees. Any subcontracting relationship shall not be interpreted to invest in the subcontractor (or its agents) the status of assignee(s) of the rights of this Agreement or the status as a co-employer(s) with the Board.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board shall be limited by the specific and express terms of this Agreement.

ARTICLE XIV NEGOTIATION PROCEDURES

Negotiations between the parties shall be conducted in accordance with the provisions of the Illinois Educational Labor Relations Act.

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if impasse is declared. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

ARTICLE XV STRIKES AND LOCKOUTS

During the term of this Agreement, the parties agree as follows:

- A. the Board shall not lock out any employee as an act in retaliation for or to gain advantage in negotiations, except if the Union and/or employees are on strike:
- B. the Union shall:
 1. not engage in a strike, withholding of services, slowdown, sick-in, or any other withholding of services;
 2. not engage in activities not otherwise protected by law which would disrupt the operations or administration of the Board.

**ARTICLE XVI
TERMS OF AGREEMENT**

16.1 Complete Understanding

The terms and conditions set forth in the Agreement represent the full and complete understanding between the parties.

16.2 Zipper Clause

The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waives any right which might otherwise exist under law, practice or custom to negotiate any further agreements effective for or during the term of this Agreement with respect to any matter even though such matter may not have been within the knowledge or contemplation of either or both parties at the time they signed this Agreement, except that the Union reserves the right to meet with the Board to negotiate:

1. the necessity for, and the terms of any subcontracting of work assignments held by and duties performed by members of the bargaining unit where such subcontracting will result in a layoff or a reduction in the normal work hours of bargaining unit employees; and
2. the terms and conditions of any new work position and classifications in the bargaining unit which are established by the Board pursuant to Section 3.7 of this Agreement.

No items agreed to shall be deemed capable of renegotiation to be effective during the terms of this Agreement, unless mutually agreed to in writing by the parties.

16.3 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties on a ratified written amendment.

16.4 Separability

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, that provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

16.5 Duration

This Agreement shall be effective on March 19, 2019 except that salary increases and vacation accrual for tier movement shall be retroactive to July 1, 2018 for bargaining unit members employed at time of ratification and Board approval, and shall remain in full effect until the close of business on the 30th day of June, 2022.

For the Classified Staff Union

For the Board of Education
Rich Township High School District 227

President

President

Secretary

Secretary

MEMORANDUM OF UNDERSTANDING

The Rich Township District 227 and the Rich Township District 227 Classified Union agree as follows:

Beginning with the 2008-2012 school year, the following procedures will be used in filling substitute positions when a one-on-one Special Education Aide is not on duty:

1. During the month of July, a letter will be sent to all paraprofessionals in buildings that have a need for one-on-one aides requesting volunteers to be on an active list for subbing for one-on-one individual aides.
2. It is understood that duties may include physical care of the student such as lifting and assisting in the use of toilet facilities. The one-on-one aide would be responsible for providing all the necessary services for that student as stated in the Individual Education Plan (I.E.P.).
3. It is understood that the volunteer selected to sub for the one-on-one aide would be paid an additional \$3.50 per hour for a full or half day of services.
4. It is also understood that any agreements in this Memorandum of Understanding will not be precedent setting and will not be used in negotiations.