

**MASTER CONTRACT**

**between**

**BOARD OF EDUCATION  
TOWNSHIP HIGH SCHOOL DISTRICT 211**

**and**

**DISTRICT 211 UNITED SUPPORT STAFF  
NWSTRU LOCAL 1211  
IFT/AFT, AFL-CIO;**

**Approved: September 10, 2009**

**Effective**

**July 1, 2009 through June 30, 2014**

## **ARTICLE I – RECOGNITION**

### **A. Recognition**

Pursuant to Illinois Educational Labor Relations Board (IELRB) certification dated October 7, 2004, the Board recognizes the Union as the exclusive and sole negotiation agent for the negotiation unit composed of all classified personnel including, but not limited to bookkeepers, clerks, secretaries, receptionists, switchboard operators, media assistants, registrars, assistant registrars, computer assistants, and student supervisors, but excluding the personnel listed as excluded in the IELRB October 7, 2004 certification.

The parties recognize that this bargaining unit consists of two combined bargaining units previously identified as “Student Supervisors” and “Office Workers.” When these terms are used in this Agreement, they shall have the definition from the IELRB certifications dated May 30, 1997 (Student Supervisors) and October 12, 2001 (Officer Workers). Further, provisions of this contract that apply solely to a specific subgroup of the bargaining unit will be so noted by the designation of the included subgroup parenthetically in the heading of said provision.

### **B. Exclusive Representation**

The Board agrees not to negotiate with any organization other than the Union for the duration of the Agreement. Unit members who are not members of the Union shall have the right, as individuals, to present grievances and submit suggestions to the administration.

### **C. Gender of Pronouns**

Whenever a masculine or feminine pronoun (he/his/him or she/hers/her) is used in this Contract, it shall also include the other.

## **ARTICLE II - NO STRIKE**

Neither the Union nor any employee will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or other concerted refusal to perform duties by any employee or employee group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established.

## **ARTICLE III - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### **A. Office Workers**

The Board retains and reserves the ultimate responsibility for proper management of the District conferred upon and vested in it by the statutes and the Constitution 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 District and its properties and facilities, and the professional 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 for employment and the conditions for their continued employment, to assign them to work as needed, to promote, transfer, demote, suspend, discipline and discharge employees.
3. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons.
4. To establish work schedules and to determine the starting and quitting time, and the number of hours to be worked, and to assign overtime.
5. To establish, modify, combine or abolish job positions.
6. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulation and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

## **B. Student Supervisors**

The Board retains and reserves the ultimate responsibility for proper management of the District conferred upon and vested in it by the statutes and the Constitution 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 District and its properties and facilities, and the professional 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 dismissal or demotion, their assignment, and to promote and transfer all such employees.
3. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time-to-time be amended.
5. To set standards for the services to be offered to the public.
6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons.
7. To establish work schedules and to determine the starting and quitting time, and the number of hours to be worked.
8. To establish, modify, combine or abolish job positions and classifications.
9. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE IV - UNION RIGHTS AND RESPONSIBILITIES**

### **A. Notices**

The Union shall have the right to post notices of its activities and matters of Union concern on bulletin boards, at least one of which shall be provided in each school building. Copies of each notice must be signed by a designated Union representative.

### **B. Mail Services**

The Union shall have the right to distribute mail to unit members through the District's mail service. The distribution of unit member communications shall not be restricted so long as the intended communications are identified as those of the Union.

### **C. Use of Buildings**

The Union and its representatives shall have the right to use school buildings for meetings and to transact official Union business provided that this shall not interfere with nor interrupt normal school operations. When special custodial service is required, the Union shall cover the costs of such services at the current rate charged.

### **D. Information**

The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the district including annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which is relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information unless the need is mutually recognized.

### **E. Union Release Time**

The Board will allow the Union three days of leave with pay annually for the purpose of conducting Union business. These days may be taken in ½ day increments. These days shall not accumulate to the next year. Leave will not be used to engage in activities related to work stoppage, striking or political activities related to local elections.

## ARTICLE V - GRIEVANCE PROCEDURE

### A. Definitions

1. **Grievance** - Any allegation by the Union or a unit member that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement or any subsequently negotiated Agreements shall be a grievance.
2. **Time Limits** - All time limits consist of school days; except when a grievance is submitted on or after June 1, then time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter. School days for purposes of the grievance procedure shall mean days on which unit members are present for work.
3. **Union Representation** - Upon selection and certification by the Union, the Board shall recognize a grievance representative in each building and a Union Grievance Committee of three members. At least one Union representative shall be given an opportunity to be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented unless the grievant elects otherwise. Nothing herein contained will be constructed as limiting the right of any unit member having a grievance to discuss the matter informally with his supervisor and having the grievance adjusted without intervention of the Union, provided the Union and the building principal have been notified and the adjustment is not inconsistent with the terms of this agreement.

### B. Procedure - The parties acknowledge that it is usually most desirable for a unit member and his immediately involved supervisor to resolve problems through free and informal communications. When requested by the unit member, the grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the unit member or the Union, then a grievance may be processed as follows:

1. Within ten (10) days after the event which precipitated the grievance, the unit member or the Union shall present the grievance and the requested remedy in writing to the building principal and the immediately involved supervisor who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Union's representative, the aggrieved unit member, the principal, and the immediately involved supervisor shall be present for the meeting. The immediately involved supervisor must provide the aggrieved unit member and the Union with a written answer on the grievance within ten (10) days after the meeting. Such answer shall include the reasons upon which the decision was based.
2. If the grievance is not resolved at Step No. 1, then the unit member and the Union may refer the grievance to the Superintendent, or his official designee, within ten (10) days after receipt of the Step No. 1 answer or within ten (10)

days after the Step No. 1 meeting, whichever is later. The Superintendent shall arrange for a meeting with the representatives of the Union's Grievance Committee to take place within ten (10) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days in which to provide his written decision to the Union.

3. If the Union is not satisfied with the disposition of the grievance at Step No. 2 or the time limits expire without the issuance of the Superintendent's written reply, then the Union may submit the grievance to binding arbitration with the American Arbitration Association and Board of Education. If a demand for arbitration is not filed within thirty (30) days of the date for the Superintendent's Step No. 2 reply, then the grievance will be deemed withdrawn.

#### **C. Arbitration**

1. **Authority of the Arbitrator** - The arbitrator in his decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to the issue or issues presented by the parties and the arbitrator's decision must be based solely upon his interpretation of the meaning of the expressed relevant language of the Agreement.
2. **Selection Process** - The parties shall abide by the rules of the American Arbitration Association.
3. **Costs** - Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

#### **D. Rights and Responsibilities**

1. The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level and further acknowledges the right of the unit member to request that a Union representative be present at any grievance discussion.
2. Provided the Union and the Superintendent agree, Step No. 1 and/or Step No. 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Union at Step No. 2.
3. No reprisals of any kind will be taken by the Board or the school administration against any unit member because of participation in this grievance procedure.



4. The Board and the administration will cooperate with the Union in its investigation of any grievance, and, further, will furnish the Union with such information as is reasonably requested for the processing of any grievance.
5. [Student Supervisors] Should the Superintendent feel that investigation or processing of the grievance must take place during the school day, he may release the grievant without loss of pay.
6. [Office Workers] Should the Superintendent feel that investigation or processing of the grievance must take place during the school day, he shall release the grievant and any witnesses without loss of pay.

## **ARTICLE VI - VACANCIES, TRANSFERS & RIF**

### **A. Notification of Assignments (Student Supervisors)**

Student Supervisors shall receive notification of their next year's assignment prior to the end of the school year. Thereafter, if a change of assignment is deemed necessary, the administration will notify the Student Supervisor of the change. If the attempt to notify the Student Supervisor is unsuccessful, the notification shall be made by registered mail to the Student Supervisor's last known address.

### **B. Vacancies/Voluntary Transfers (Student Supervisors)**

1. Notice of vacancies for Student Supervisors will be posted at least five working days prior to the filling of this position, unless such positions must be filled in less time. A copy of such vacancies shall be sent to a designated Union representative.
2. Student Supervisors wishing to be considered for transfer shall give written notice to the designated administrator in each building.
3. Consideration in filling vacant unit positions will be given to bargaining unit members who apply for such positions.

### **C. Vacancies/Voluntary Transfers (Office Workers)**

Notice of vacancies for all office worker positions whether inside or outside the bargaining unit will be posted at each school and the Administration Center at least five working days prior to filling the position, except in the case of an emergency in which the position must be filled in less time. If available, job descriptions may be obtained from the Support Services Personnel administrator at each building.

Office Workers wishing to be considered for transfer shall give written notice to the administrator indicated on the Notice of Vacancy and the SSP administrator at their school. If qualified, Office Workers who apply shall be granted an interview before applicants not in the employ of the District.

Notices of vacancies occurring in the summer will be mailed to 10-month Office Workers.

### **D. Involuntary Transfers**

Involuntary transfers of unit members shall be made if deemed necessary by the Board in accordance with its management rights. Employees involved in an involuntary transfer shall first meet with the involved supervisors in order to discuss the action about to be taken. Demotions, defined as an involuntary transfer to a job in a lower pay category, shall occur only for just cause.

**E. Layoff and Recall**

1. The order of layoff, provided remaining employees are capable of performing the needed service(s) shall be:
  - a. probationary employees
  - b. regular employees according to seniority
2. Recall of employees shall be in inverse order of layoff, provided the employee is qualified to perform the service(s) required of the position. The Board will maintain a recall list for twelve months for each affected employee. Those employees refusing the return to work when notified will be dropped from the recall list.

**F. Seniority (Student Supervisors)**

1. Ties in seniority between Student Supervisors with the same date of hire shall be resolved by lottery, which shall occur in September of each year. Such lottery shall involve both Administration and Union representatives.
2. The District shall supply the Union President with a seniority list prior to February 1 of each school year.
3. Seniority for the purpose of this Agreement for Student Supervisors shall be defined as the length of uninterrupted service as an employee of the Board. Approved leaves shall not constitute a break in continuous service. Approved unpaid leaves equal to or less than one semester shall accrue as seniority. Any approved leave greater than one semester shall not accrue as seniority.

**G. Seniority (Office Workers)**

1. Ties in seniority between Office Workers with the same date of hire shall be resolved by lottery, which shall occur in September of each year. Such lottery shall involve both Administration and Union representatives.
2. The District shall supply the Union President with a seniority list prior to February 1 of each school year.
3. Seniority for the purpose of Layoff for Office Workers shall be defined as the length of uninterrupted service as an employee of the Board. An employee who regularly works less than seven hours per day shall receive one-half credit for each month of uninterrupted service in that capacity. Approved leaves shall not constitute a break in continuous service. Approved unpaid

leaves equal to or less than one semester shall accrue as seniority. Any approved leave greater than one semester shall not accrue as seniority.

4. Seniority for the purpose of economic issues within this Agreement for Office Workers shall be defined as the length of uninterrupted service as an office worker within the employ of the Board, whether inside or outside the bargaining unit. Approved leaves shall not constitute a break in continuous service. Approved unpaid leaves equal to or less than one semester shall accrue as seniority. Any approved leave greater than one semester shall not accrue as seniority.

#### **H. Termination of Seniority (Office Workers)**

An Office Worker's seniority shall be terminated and she shall lose her status as an employee when she:

1. quits;
2. is discharged with cause (probationary employees without cause);
3. retires;
4. fails to report to work at the conclusion of an authorized leave of absence or vacation;
5. is laid off and the employee's layoff rights expire;
6. is laid off and fails to respond affirmatively within five calendar days after receipt of notice of recall;
7. is off work due to illness or injury and has not returned to work for six months after exhausting all sick leave and extended sick leave benefits.

## **ARTICLE VII - EVALUATION AND PERSONNEL FILES**

### **A. Student Supervisors Evaluation**

Unit members will be notified of any problems in their performance during the work year. The Board will give each unit member an opportunity to discuss any evaluation made by a supervisor. The unit member shall have the right to attach any comments to any evaluation with such information being dated and acknowledged by the parties. Should any disciplinary action be taken as a result of such evaluations, such action must be for proper cause. Probationary unit members are not protected under this article. The Board and Union recognize that the basic purpose of evaluation is to improve the unit member's performance and the effective operation of the total school. The evaluator's major concern shall be, but not limited to, those areas contained in the evaluation form attached hereto as Appendix A. It is, therefore, understood that a formal evaluation is but a part of the total evaluation process. To this end, the process and criteria will consist only of the latest evaluation form as mutually approved by the Union and Board. It is understood that the definition of evaluative criteria in that form will not be subject to grievance. No formal evaluation will take place until a supervisor has acquainted each unit member under his/her supervision with the evaluation procedures, standards, and instruments.

### **B. Office Workers Evaluation**

Office workers will be notified of any problems in their performance during the work year. Each employee will be given an opportunity to discuss any evaluation made by a supervisor. The employee shall have the right to attach comments to any evaluation, which shall be dated and signed by the parties. Any disciplinary action taken as a result of such evaluations must be for proper cause. Probationary employees are not protected under these provisions.

Formal evaluation procedures will take place in the spring of each year, summarized with a meeting and performance review by the SSP administrator or the immediate supervisor. The SSP evaluation document will be reviewed and signed by both the employee and supervisor, acknowledging the meeting and review of the evaluation.

### **C. Evaluation Committee**

Upon execution of this Agreement, an Evaluation Committee shall be formed. It shall consist of two office workers and two student supervisors appointed by the Union President and up to four administrators appointed by the Superintendent.

Beginning during the 2010-2011 school year, the Evaluation Committee shall meet to devise descriptions for each of the standards to be found on the evaluation form and, if deemed necessary by the Committee, to design a new evaluation form(s). It shall be the goal of the Committee to complete these tasks no later than one year after execution of this Agreement. The description of standards on the evaluation form and the contents of the form will be decided by the joint committee; however, on any issue that the Committee is unable to make

a decision because it is deadlocked, the final decision shall rest with the District. The descriptions of the standards on the evaluation form shall not be subject to the grievance process.

Thereafter, this Committee shall meet as needed upon agreement between the Union and the District to review the evaluation standards, the evaluation form and other evaluation issues that may arise, during the term of this Master Contract.

**D. Goal Setting (Office Workers)**

At the discretion of the District administrators, Office Workers and their supervisors may meet to discuss their positions, responsibilities and expectations for the year.

**E. Personnel Files**

Unit members shall have the right, upon proper notice, to review the contents of her personnel file, except for confidential material contained therein. The employee shall have the right to attach dissenting material to any item in the file exclusive of confidential material. Confidential material is defined as those records or material solicited by the District prior to the employee's employment in the District.

**F. Placement Testing**

During the course of negotiations of the 2009-2014 Collective Bargaining Agreement, the parties agreed that the District will pursue uniform entrance testing based upon job classifications. It was also agreed that the Union would be invited to give input on the tests created for each category.

The new testing instruments will be implemented by the 2010-2011 school year.

## **ARTICLE VIII – LEAVES**

### **A. Sick Leave and Extensions of Sick Leave (Student Supervisors)**

Each Student Supervisor shall be entitled to twelve (12) days leave for personal illness, disabilities, and quarantine at home with full pay during each school year, the unit member being eligible for such leave after beginning the school year. If such Student Supervisor does not use the full amount of annual leave, the amount unused shall accumulate from year to year up to a total of two hundred forty days. This amount shall be available for use in addition to the annual leave of ten days allowed each year. Sick days may be taken in 1/4 day allotments.

Student Supervisors who have accumulated forty sick leave days beyond the annual sick leave allowance shall be entitled to additional one-time leave with full compensation for up to one calendar year after accumulated sick leave has been exhausted. This provision shall apply to cases of serious illness or disability to the employee and must be verified by a physician. In order to continue to receive benefits under this provision, the individual must provide periodic verification by a physician and submit to examination by a Board-paid physician, if requested. A combination of Illinois Municipal Retirement Fund (I.M.R.F.) disability insurance, workers' compensation salary, extended sick leave salary and any other applicable benefits shall not exceed the base salary that the individual would have received had the individual been performing regular duties.

### **B. Sick Leave (Office Workers)**

Newly employed Office Workers are on a sixty work day probationary period during which no sick leave is available. After the completion of the probation period, sick days are accumulated on a pro-rated basis on the number of months from the date of initial employment until the end of the school year (see conversion chart below).

Thereafter, twelve month employees will be awarded fifteen sick days each July 1<sup>st</sup>. Ten-month employees who work more than four hours per day will be awarded twelve (12) sick days at the beginning of each school year. Annual allotments will not be awarded until employees are in actual attendance.

If an employee becomes ill during the initial year of employment, sick leave pay will be granted up to the yearly allotment regardless of the amount earned to that date. Should an employee leave the district before completion of that year, however, sick leave pay extended beyond the pro-rated basis mentioned above will be deducted from the last paycheck, as allowed by law.

Unused sick leave may accumulate up to a total of 240 days. Loss of time for illness in the immediate family shall be judged on the same basis as sick leave. Immediate family include

parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

<b>Initial Employment Sick Leave Allotment</b>			
<b>Twelve-Month Employees</b>		<b>Ten-Month Employees</b>	
<b>Month of Hire</b>	<b>Sick Days</b>	<b>Hire Date</b>	<b>Sick Days</b>
July	15	Aug. 16-Sept. 15	12
August	14	Sept. 16-Oct. 15	11
September	12½	Oct. 16-Nov. 15	10
October	12	Nov. 16-Dec. 15	9
November	10	Dec. 16-Jan. 15	7
December	9	Jan. 16-Feb. 15	6
January	7½	Feb. 16-Mar. 15	5
February	7	Mar. 16-Apr. 15	3
March	5	Apr. 16-May 15	2
April	4	May 16-June 15	1
May	2½		
June	2		

Full-time twelve-month and ten-month employees (7½ hours per day) may take sick days in ¼ day allotments. Fractional sick days will be accounted as follows:

0 to 2 hours absent – ¼ sick day

2 to 4 hours absent – ½ sick day

4 to 6 hours absent – ¾ sick day

6 to 8 hours absent – 1 sick day

Partial day absences are not available for employees who work less than 7½ hours per day.

### **C. Reporting Illness (Office Workers)**

When ill, the Office Worker's absence shall be reported to their immediate supervisor or other appropriate contact prior to the start of the work day.

### **D. Extended Sick Leave (Office Workers)**

Office Workers who have accumulated 40 sick leave days beyond the current annual sick leave allotment (a total of 52 days for ten-month employees and 55 days for twelve-month employees) shall be entitled to additional one-time leave with full compensation for up to one calendar year after accumulated sick leave has been exhausted. This provision shall apply to cases of serious illness or disability to the employee and must be verified by a physician. In



order to continue to receive benefits under this provision, the individual must provide periodic verification by a physician and submit to examination by a Board-paid physician, if requested. A combination of Illinois Municipal Retirement Fund (I.M.R.F.) disability insurance, workers' compensation salary, extended sick leave salary and any other applicable benefits shall not exceed the base salary that the individual would have received had the individual been performing regular duties.

Upon return to work, the employee will have sick leave reinstated to half the original total.

#### **E. Bereavement Leave**

Up to five days of leave for each incident of death in the immediate family shall be allowed for unit members. This leave will apply to spouse/domestic partner, children, grandchildren, father, mother, siblings, step-parents, step-grandparents or grandparents of either the employee or the employee's spouse/domestic partner. One day of leave for each incident of death shall be allowed for aunt, uncle, niece or nephew. The unit member shall notify the supervisor as soon as possible to implement the use of bereavement leave. Employees may provide written rationale and request bereavement leave for individuals not listed above or for an additional day(s) of leave in extenuating circumstances for any of the family members listed above. Granting of such leave will be at the discretion of the Superintendent.

#### **F. Emergency Leave**

Unit members shall be granted emergency leave. However, the unit member is expected to demonstrate discretion and professional ethics in requesting such leave. Emergency leave will not be granted with pay for unit members who request use of such days for activities related to business interests unrelated to their employment in the district. Application for leave must be made in writing and submitted through the SSP Administrator or to the Assistant Superintendent for Personnel. Approved emergency leave will not result in a loss of pay or accumulated sick leave. Conditions under which the Assistant Superintendent for Personnel shall grant emergency leave are:

1. A crisis evolving from the destruction of the unit member's personal property. Examples: flooding, tornado, fire, theft, sudden and catastrophic failure of furnace or water heater.
2. Legal proceedings necessitating the unit member's presence, the date of which the unit member does not control. Examples: jury duty, court appearance, adoptions.
3. Observance of major religious holidays.
4. A community service, governmental function, or honorary ceremony in which the unit member is extended specific personal recognition.

On or about the first day of each school year, the Assistant Superintendent for Personnel or SSP Administrator shall provide the Union building representative a list of reasons for which

emergency leave was granted or denied for the prior school year, provided that neither the Assistant Superintendent for Personnel nor SSP Administrator need disclose a reason if such disclosure violates confidentiality.

The examples given in the above categories are not meant to be limiting; rather they are meant to aid in understanding the categories. An individual or the Union may appeal the decision directly to the Superintendent if a request for leave is denied. The decision of the Superintendent is final and not subject to the grievance procedure.

#### **G. Salary While on Authorized Leave**

A unit member who is on authorized absence without pay shall be docked on an hourly basis.

#### **H. Personal Leave**

Each full-time unit member shall be entitled to two days of personal leave during each school year to deal with matters that cannot be completed during non-school days or hours. Unit members shall notify the SSP Administrator in sufficient time to permit coverage of the unit member's responsibilities. Such leave shall not be available on days immediately prior to or after school holidays, and shall not be available during the first or last week that school is in attendance, provided that personal leave may be used during the first week of school to transport children to an institute of higher learning. Unused personal leave shall accumulate as sick leave. Personal leave shall not be used to extend unpaid special occasion leave.

#### **I. Family and Medical Leave Act (FMLA)**

The Family and Medical Leave Act (FMLA) allows unpaid leaves of absence up to twelve weeks per twelve month period for employees who have been with the District for twelve months and worked at least 1,250 hours over the previous twelve months. Leave may be taken for the following:

- the birth and care of a child of the employee during the first twelve months after birth (birth leave);
- the adoption of a child by the employee or acceptance of a child for foster care within twelve months after the placement (placement leave);
- to care for the employee's spouse, dependent child, or parent (not parent-in-law) with a serious health condition (family illness leave);
- the employee's own serious health condition which causes inability to perform his/her job (personal illness leave).

The district may require, or the employee may elect, to substitute accrued vacation or sick leave with certain types of leave:

<u><b>Type of Leave</b></u>	<u><b>Use of Vacation and/or Sick Leave</b></u>
birth leave	can use accrued vacation
placement leave	can use accrued vacation
family illness leave	can use accrued vacation and/or sick leave
personal illness leave	can use accrued vacation and/or sick leave

Contact the personnel office for information regarding the FMLA and to apply for such leave.

#### **J. Unpaid Special Occasion Leave (Office Workers)**

Ten-month Office Workers, with District approval, are eligible for unpaid special occasion leave. This might occur when a situation arises for which a ten-month Office Worker wishes time off for a legitimate purpose, but the reason does not qualify as Emergency Leave, nor can the event giving rise to this leave be moved by the employee to a school vacation period or over the summer. Some examples include, but are not limited to, attendance at weddings for persons other than oneself or one's child, or travel with a spouse who has won a trip for a specific week. No eligible office worker may receive more than one special occasion leave per school year, and such leave may not be for greater than five work days. This leave shall be without pay. If a request for leave is denied, the employee may appeal the decision to the Superintendent. The decision of the Superintendent is final and is not subject to the grievance process.

## **ARTICLE IX - FAIR SHARE AND PAYROLL DEDUCTIONS**

### **A. Fair Share**

1. The provisions of this Article apply only to unit members covered by the Agreement who were hired on or after September 1, 1998 and who are not Union members and to unit members covered by the Agreement who were Union members at any time on or after September 1, 1998 but who subsequently resign from the Union. This fair share agreement does not apply to unit members hired before September 1, 1998 who were not Union members. Unit members covered by this Article shall subsequently be referred to as "covered non-members."
2. Commencing on the effective date of this Agreement, covered non-members shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.
3. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and the rules of the Illinois Educational Labor Relations Board (I.E.L.R.B.).
4. Such fair share payment by covered non-members shall be deducted by the Board from the earnings of covered non-members and remitted to the Unions within ten (10) work days of said deduction unless the Board is required to remit a fee to the I.E.L.R.B. for escrow. In no event shall the Board begin such fair share fee deduction earlier than fourteen (14) days (or any later period as required by the rules and regulations of the I.E.L.R.B.) after certification by the Union as provided in Paragraph 3 above.
5. The Board shall cooperate with the Union to ascertain the names of all unit members from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.
6. The Union and the Board shall comply with the rules of I.E.L.R.B. concerning notice, objections, and related matters contained in its fair share rules. The parties expressly recognize the right of covered non-members to challenge the amount of fair share fees. The fair share notice posted by the Union shall advise the covered non-members of their right to so object and of the procedure for so doing.
7. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.

8. If a covered non-member establishes the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members, such covered non-member shall be required to pay an amount equal to the covered non-member's fair share to a non-religious charitable organization mutually agreed upon by the unit member and the Union. If the unit member and the Union are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the I.E.L.R.B. in accordance with its rules.
9. The Union and the Illinois Federation of Teachers agree to indemnify and save the Board harmless against any claims, demands, suits or other form of liability which may arise by reason of any action taken or omitted by the Union or the Board in complying with the provisions of this Article.
10. The Board agrees to notify the Union promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement provisions of Paragraph 9 above, and if the Union so requests in writing, to surrender any claims, demands, suits or other forms of liability to the Union for defense.
11. If, during the term of this Agreement, the I.E.L.R.B. or a court of competent jurisdiction rules any part of this article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standings or rulings of said I.E.L.R.B. or court.

## **B. Payroll Deductions**

Any unit member who is a member of the Union, or who has applied for membership may sign and deliver to the Union an assignment authorizing deduction of membership dues and a separate authorization for political contribution. Deduction amounts shall be determined at the beginning of the school term. Pursuant to such authorization, the Board shall deduct each pay period one-eighteenth (1/18) of such dues from the salary check of the unit member commencing with the first deduction in October and the last with the unit member's final checks in June of each year. Deductions for unit members whose authorization is received after October 2 and before February 15 will be processed on a prorated basis with deductions commencing with the last paycheck of February and terminating with the final paychecks in June. The Board agrees to remit to the treasurer of the Union all sums deducted by the Board pursuant to authorization from the unit member, separating dues and political contributions. The Board shall deduct from the salary of any unit members and make appropriate payment for annuities and credit union. All resignation notifications shall be delivered to the Union, who will accept and forward such resignations to the Board's agent. The Union will save the Board harmless and assume all legal responsibilities for dues deductions.

## **ARTICLE X - EARLY RETIREMENT INCENTIVE PROGRAM**

### **A. Retirement Policy**

1. Unit members may apply to participate in the retirement program.
2. To be considered, the unit members must have completed at least ten years of full-time employment with the District immediately preceding retirement; must be at least fifty-five years of age by the date of retirement; and must submit a letter of application to the Superintendent no later than six months prior to the effective date of retirement.
3. The District will review the application and determine whether an employee meets the requirements of this section to participate.
4. Participants will be allowed to enroll in hospitalization insurance coverage and life insurance coverage for which they are eligible so long as the insurance company writing such coverage continues to approve participation by retirees. The retiree will be responsible for the full amount of the premium applicable to the particular coverage.
5. Participants shall receive twenty percent of their annual salary to be paid as a retirement incentive prior to the retirement date.

### **B. IMRF Benefits**

IMRF benefits are available to eligible employee in accordance with Illinois law.

## **ARTICLE XI - INSURANCE**

### **A. Flu Shots**

The Board will provide flu shots on a voluntary basis for unit members, if flu vaccine is available at a reasonable cost not to exceed 140% of the previous year's cost and if administered by a District 211 nurse.

### **B. Dental Insurance**

The Board will provide single coverage dental insurance for unit members employed at least 7 ½ hours per day at no expense to the individual. Unit members employed at least 7 ½ hours per day may choose family dental coverage at an annual cost of \$78. Unit members working less than 7 ½ hours but at least 4 hours per day may join the plan at their own expense.

The level of coverage shall be the same as for those employees within the teacher/teacher assistant bargaining unit.

### **C. Life Insurance**

The Board will pay the premium for life insurance coverage for full-time twelve-month Office Workers, ten-month Office Workers working at least 7½ hours per day and Student Supervisors working at least 7½ hours per day. The amount of insurance will equal the individual's base salary, rounded to the nearest \$1,000 (minimum \$50,000). Life insurance coverage will be reduced by 50% for employees who are 70 years of age or older. The life insurance policy will include a double indemnity feature for accidental death or dismemberment. Additional optional coverage will be available at the expense of the unit member for those who provide evidence of insurability. Additional optional coverage does not include a double indemnity feature. An employee retiring from the district may continue at her own expense life insurance coverage in the amount of \$50,000 to age 65. To be eligible for this coverage, the employee must meet the requirements of the IMRF program.

### **D. Long-Term Disability Insurance**

The Board will provide long-term disability insurance for full-time twelve-month Office Workers, ten-month Office Workers working at least 7½ hours per day and Student Supervisors working at least 7½ hours per day. The plan will provide sixty percent of the base pay at the time of disability when a covered employee becomes disabled and has been disabled for 180 consecutive days. The plan, which is paid by the Board, will be coordinated with F.I.C.A./I.M.R.F. disability plans and any other applicable program.

**E. Workers' Compensation Insurance**

Workers' Compensation benefits are available to employees in accordance with Illinois Law.

**F. Physical Examination**

All unit members are encouraged to obtain an annual physical examination through the District's Wellness Program. The level of benefit shall neither be reduced from the 2004-2005 school year nor shall it be terminated. Reimbursement for such physical examination shall be made to the maximum amount established by the Board of Education.

Employees who participate in the District's Wellness Program will receive a \$100 cash incentive. If the employee is covered by the District's health insurance plan, the employee may receive the cash incentive in any of the four ways listed in section G of this Article. If the employee is not covered by the District's health insurance plans, the amount may be paid to the employee directly in a lump sum or may be contributed to a Flexible Spending Account, at the employee's choice.

In even-numbered calendar years, spouses of employees may receive a physical exam completed in the wellness network at no cost, or may receive \$100 reimbursement for a physical exam conducted outside of the wellness network. In odd-numbered calendar years, the spouse will receive \$100 reimbursement for a physical exam.

The District will provide, at the Board's expense, any required TB test.

**G. Health Insurance**

The District shall provide a comprehensive health insurance program including outpatient mental health benefits and major medical coverage for all unit members employed at least half-time (.5 or more). All unit members employed less than half-time (less than .5) may elect to participate in the health insurance program paying the full-premium equivalent for single or family coverage.

Each covered employee shall contribute, on a per-pay-period basis, a percentage of the unit cost for each health insurance plan option as described below:

<b>Plan Options</b>	<b>Single</b>	<b>Family</b>
PPO-1	40%	50%
PPO-2	20%	30%
PPO-3	15%	25%
PPO-HSA	10%	15%
HMO	5%	10%



The unit cost for each health insurance plan option shall be determined by the claims administrator on a yearly basis and shall be effective January 1 of each year, for each year the Agreement is in effect.

The District shall provide an employee cash incentive to each covered employee who selects a plan other than the PPO 1 Plan. The cash incentive will be a percentage of the savings that results from the employee's participation in a different health insurance plan. The savings is calculated annually as the difference between the premium cost of the PPO Plan and the premium cost of the plan option selected by the employee. For the term of this Agreement, the covered employee will receive a fifty percent (50%) share of the savings which results from his or her participation in a different health insurance plan. The covered employee may receive the cash incentive in one of four ways, at the employee's choice:

- a. the employee cash incentive may be paid directly to the employee in a lump sum;
- b. the employee cash incentive may be applied as a contribution credit to the employee's portion of the unit cost for health insurance;
- c. the employee cash incentive may be contributed to a Health Savings Account (this option is available only with PPO-HSA Option); or
- d. the employee cash incentive may be contributed to a Flex Spending Account.

Regardless of the result of the calculations with respect to the employee share of the contribution, the full-time employee share of the premium cost calculated in G, less the savings described, shall be capped at the following maximum amounts in 2010:

PPO-2 Single not more than \$870 per year

PPO-2 Family not more than \$3,994 per year

PPO-3 Single not more than \$225 per year

PPO-3 Family not more than \$2,059 per year

For calendar years 2011, 2012, 2013 and 2014, the employee share of the premium cost for PPO-2 and PPO-3 will be capped at an amount not greater than 5% more than the previous year.

Employees who are eligible for health insurance benefits and elect not to be covered by the District's health insurance plans will receive \$1,000 annually. This amount may be paid to the employee directly in a lump sum or may be contributed to a Flexible Spending Account, at the employee's choice.

The level of coverage shall be the same as those employees within the teacher/teacher assistant bargaining unit.

## **H. Domestic Partner**

Effective July 1, 2009, dependant health coverage shall include an employee's Domestic Partner. To be eligible, a Domestic Partner must complete and file with the District an affidavit of Domestic Partnership in which they certify as follows:

1. The employee and the partner have lived together for at least six months.
2. Neither the employee nor the partner is married to anyone else nor have another Domestic Partner.
3. The partner is at least 18 years of age and mentally competent to consent to contract.
4. The employee and partner reside together in the same residence and intend to do so indefinitely.
5. The employee and partner have an exclusive mutual commitment similar to that of marriage.
6. The employee and partner are jointly responsible for each other's common welfare and share financial obligations. Three of the following types of documentation must be provided that evidence domestic partnership:
  - a. Domestic Partner Affidavit.
  - b. Joint mortgage or lease.
  - c. Designation of Domestic Partner as beneficiary for life insurance and retirement contract.
  - d. Designation of Domestic Partner as primary beneficiary in employee's or insured's will.
  - e. Durable property and health care powers of attorney.
  - f. Joint ownership of motor vehicle, joint checking account or joint credit account.

Any change in Domestic Partnership status, which would make the Domestic Partner no longer eligible for dependent coverage, must be provided to the District within thirty days. A minimum of six months must elapse before an employee may designate a new Domestic Partner.

**I. Flexible Benefit Plan**

A Flex Spending Plan will continue to be available for unit members during the term of this contract.

## **ARTICLE XII – STUDENT SUPERVISORS’ SALARY SCHEDULE**

- A.** Student supervisors newly hired from other employment service in District 211 shall be placed at the appropriate step to insure their salary rate is no less than their previous position.
- B.** Student Supervisors with 20-24 years of service with District 211 shall receive a longevity bonus of \$500/year. Those with 25 or more years of service shall receive a bonus of \$900/year.
- C.** Extra duties (sporadic work such as chaperone) will be assigned to teachers and teacher assistants who volunteer for such duties. If the number of volunteers is insufficient, the extra duties may be assigned by the principal. Student supervisors may apply for extra duty assignments at the time they are posted. The principal will consider qualified applicants when filling such positions.
- D.** For 2009-2010 and each subsequent year of the contract, student supervisors hired before, on or after the first day of the school year but on or before the last day of first semester will move ahead one step on the salary schedule if they return the following year. Student supervisors hired on or after the first day of second semester will remain at the same step if they return the following year.
- E.** Student supervisors who were employed for the entire previous school year shall receive \$100.
- F.** Effective for the 2009-2010 school year, the base shall be the same as the 2008-2009 school year.
  - 1. Effective for the 2010-2011 school year and each subsequent year of the agreement, the base shall be increased by the final limiting percentage rate for the aggregate extension effective for collections in the calendar year in which the school year in question begins as determined by the Property Tax Extension Limitation Law (35 ILCS 200/18-185), or as may be amended. Should the Property Tax Extension Limitation (PTELA) be repealed during the term of this agreement, the base for the 2010-2011 school year and each subsequent year of the agreement shall be increased by the percentage change of the Consumer Price Index-All Urban Consumers (CPI-U) for the previous calendar year (January 1 – December 31). In no case, however, shall the described adjustment be less than 1% nor greater than 3.75%.
  - 2. If for both the 2010-2011 and 2011-2012 school years the Consumer Price Index-All Urban Consumers (CPI-U) for the previous calendar year (January 1 – December 31) is less than or equal to 1%, the adjustment on the base salary will not be less than 1.75% for the 2012-2013 and 2013-2014 school years.

3. During the 2010-2011 school year, unit members shall not receive salary less than the previous year base salary plus the Health Insurance Savings payment. All base salaries for 2010-2011 shall be determined in K.5. If applicable, unit members shall receive a lump sum payment in January, 2011 to bring the salary, as determined in K.5, to the same level as received in the 2008-2009 school year. The lump sum payment shall not be considered as part of the Salary Schedule and shall not be used in any salary schedule related calculations.
- G.** In January 2010, Student Supervisors shall receive a lump sum payment of 1.5% of their base salary, as set forth in the Student Supervisors Salary Schedule. These payments shall not be considered part of the Salary Schedule and shall not be used in any salary schedule related calculations. No Health Insurance Savings payments will be made after the 2009-2010 school year.

<b>2009-2010 STUDENT SUPERVISORS SALARY SCHEDULE</b>	
<b>STEP</b>	<b>HOURLY RATE</b>
<b>0</b>	\$13.23
<b>1</b>	\$13.47
<b>2</b>	\$13.75
<b>3</b>	\$14.03
<b>4</b>	\$14.33
<b>5</b>	\$14.66
<b>6</b>	\$14.99
<b>7</b>	\$15.35
<b>8</b>	\$15.72
<b>9</b>	\$16.13
<b>10</b>	\$16.53
<b>11</b>	\$16.99
<b>12</b>	\$17.44
<b>13</b>	\$17.88
<b>14</b>	\$18.42
<b>15</b>	\$18.95
<b>16</b>	\$19.49
<b>17</b>	\$20.05
<b>18</b>	\$20.31
<b>19</b>	\$20.58

## **ARTICLE XIII – OFFICE WORKERS’ SALARY SCHEDULE**

### **A. Starting Pay**

Newly hired Office Workers from outside the District shall be initially placed at Step 1 of the salary schedule, or above, at the District’s discretion, based on demonstrable skills and qualifications, as well as labor market considerations. However, newly hired employees will not be placed above step 7 on the salary schedule.

Employees transferred to an office worker bargaining unit position from other employment in the District, other than an office worker position, shall be placed at a step no greater than commensurate with their actual years worked as a District employee (can be less), but in no event will such an employee be placed on a step beyond a current unit member in the same classification with an equal number of District years of experience.

Employees transferred to an office worker bargaining unit position from another office worker position shall receive step credit for each year of seniority as an office worker at District 211, whether the office worker position was in or out of the bargaining unit.

The Union President or designee shall receive information as to the starting pay and step placement granted for each Office Worker new to the bargaining unit.

### **B. Change in Classification and Work Year**

If an Office Worker receives either a transfer or reclassification to a position in a higher salary grade, the employee shall be placed on the step that would give her an increase no less than the final limiting percentage rate for the aggregate extension effective for collections in the calendar year in which the school year in question begins as determined by the Property Tax Extension Limitation Law (35 ILCS 200/18-185). If the transfer or reclassification is effective with the next work year, the salary increase will occur from the step the employee would have been on in the previous position during the next work year, had she remained in that position.

If an Office Worker receives either a transfer or reclassification to a position in a lower grade, the employee shall be placed on the step that reflects the employee’s years of service with the District as an office worker.

If an Office Worker moves to another position within the same classification, the employee shall remain on the same salary step, or the next higher step if the transfer or reclassification is effective with the next work year.

### **C.     Reclassification**

A joint Reclassification Committee shall meet to review the forms and process for reclassification of positions. This process will be completed by June 1, 2010 in order to review positions for classifications by June 30, 2010— Positions may be moved to a different salary classification upon consensus of the Committee. However, if the Committee is unable to make a decision about a position because it is deadlocked, the final decision on whether to reclassify the position remains with the District. Movement of positions to different salary classifications shall not be subject to the grievance process as long as the procedure set forth in this paragraph has been followed.

### **D.     Pay Schedule**

1. Office Workers hired before January 1st will move ahead one step on the Pay Schedule if they return the following year. Office Workers hired on or after January 1st will remain at the same step if they return the following year.

### **E.     Salary Schedule Calculations**

1. Effective for the 2009-2010 school year, the base shall be the same as the 2008-2009 school year.
2. Effective for the 2010-2011 school year and each subsequent year of the agreement, the base shall be increased by the final limiting percentage rate for the aggregate extension effective for collections in the calendar year in which the school year in question begins as determined by the Property Tax Extension Limitation Law (35 ILCS 200/18-185), or as may be amended. Should the Property Tax Extension Limitation (PTELA) be repealed during the term of this agreement, the base for the 2010-2011 school year and each subsequent year of the agreement shall be increased by the percentage change of the Consumer Price Index-All Urban Consumers (CPI-U) for the previous calendar year (January 1 – December 31). In no case, however, shall the described adjustment be less than 1% nor greater than 3.75%.
3. If for both the 2010-2011 and 2011-2012 school years the Consumer Price Index-All Urban Consumers (CPI-U) for the previous calendar year (January 1 – December 31) is less than or equal to 1%, the adjustment on the base salary will not be less than 1.75% for the 2012-2013 and 2013-2014 school years.
4. During the 2010-2011 school year, unit members shall not receive salary less than the previous year base salary plus the Health Insurance Savings payment. All base salaries for 2010-2011 shall be determined in E.1. If applicable, unit members shall receive a lump sum payment in January, 2011 to bring the salary, as determined in E.1, to the same level as received in the 2008-2009 school year. The lump sum payment shall not be considered as part of the Salary Schedule and shall not be used in any salary schedule related calculations.

5. Because experience cannot be separated from performance, the movement from one salary step to another implies not only an added year of experience but also a satisfactory professional performance. The District reserves the right, based on documentation of unsatisfactory performance and on the recommendation of the administration, to stop an employee's progress on the Pay Schedule until such time as evidence of satisfactory performance is observed by those responsible for evaluating the employee's work. The procedure and standards for evaluation will be those established by the Evaluation Committee.
6. Each Office Worker shall receive an annual longevity payment on the last work day of each work year beginning with the completion of the twentieth year of employment. This amount shall be five hundred dollars (\$500) for ten-month employees and seven hundred (\$700) for twelve month employees. These amounts shall increase to nine hundred dollars (\$900) and one thousand two hundred dollars (\$1,200) respectively, upon completion of the twenty-fifth year of employment. If an employee who is eligible for the bonus retires during the school year, the employee shall receive the pro-rated annual amount of the bonus the pay period prior to retirement.

**F. Lump Sum Calculations**

1. In January 2010, Office Workers shall receive a lump sum payment of 1.5% of their base salary, as set forth in the Office Workers Salary Schedule. These payments shall not be considered part of the Salary Schedule and shall not be used in any salary schedule related calculations. No Health Insurance Savings payments will be made after the 2009-2010 school year.



<b>2009-2010 OFFICE WORKERS SALARY SCHEDULE</b>					
<b>Step</b>	<b>10/20</b>	<b>20/30</b>	<b>30/40</b>	<b>40/50</b>	<b>50/60</b>
<b>1</b>	\$11.37	\$12.81	\$14.46	\$16.34	\$18.48
<b>2</b>	\$11.59	\$13.06	\$14.76	\$16.67	\$18.84
<b>3</b>	\$11.82	\$13.32	\$15.05	\$17.00	\$19.23
<b>4</b>	\$12.05	\$13.60	\$15.35	\$17.34	\$19.60
<b>5</b>	\$12.30	\$13.87	\$15.65	\$17.69	\$20.00
<b>6</b>	\$12.55	\$14.15	\$15.96	\$18.04	\$20.40
<b>7</b>	\$12.80	\$14.43	\$16.27	\$18.42	\$20.81
<b>8</b>	\$13.06	\$14.72	\$16.60	\$18.78	\$21.22
<b>9</b>	\$13.32	\$15.01	\$16.94	\$19.16	\$21.64
<b>10</b>	\$13.59	\$15.31	\$17.28	\$19.54	\$22.09
<b>11</b>	\$13.86	\$15.62	\$17.62	\$19.94	\$22.52
<b>12</b>	\$14.14	\$15.93	\$17.98	\$20.34	\$22.96
<b>13</b>	\$14.42	\$16.24	\$18.32	\$20.75	\$23.42
<b>14</b>	\$14.70	\$16.56	\$18.71	\$21.15	\$23.90
<b>15</b>	\$15.00	\$16.91	\$19.07	\$21.58	\$24.38
<b>16</b>	\$15.30	\$17.25	\$19.46	\$22.02	\$24.87
<b>17</b>	\$15.62	\$17.58	\$19.84	\$22.45	\$25.37
<b>18</b>	\$15.92	\$17.94	\$20.24	\$22.90	\$25.88
<b>19</b>	\$16.23	\$18.29	\$20.63	\$23.36	\$26.39
<b>20</b>	\$16.55	\$18.67	\$21.06	\$23.83	\$26.91

**ARTICLE XIV –UNIT MEMBER PROBATIONARY PERIOD  
AND DISCIPLINE AND DISCHARGE**

- A. Probationary Period** - The probationary period for all newly hired unit members with unauthorized breaks in service, shall be sixty (60) work days. The probationary period is the time set aside for the Board to determine its selection of new employees, and as such, its decision is not subject to challenge under the terms and conditions of this contract.
- B. Discipline and Discharge**
1. The Board shall discipline unit members, including discharge, for proper cause. Serious offenses may result in suspension or immediate dismissal. Offenses which do not justify suspension or discharge if they are a first offense and for which the Board believes the unit members should be disciplined may result in an oral or written reprimand.
  2. Offenses alleged for the same act beyond the first offense may result in a progressive number of days of suspension for each offense but not more than five (5) for a second offense or ten (10) for a third offense. The fourth such offense may result in dismissal.
  3. In imposing discipline on a current charge, the Board shall take into account all prior warnings regarding the same charge which have occurred and the unit member's overall record.
  4. Records of disciplinary actions shall be placed in the unit member's personnel file subject to review and rebuttal by the employee.

## **ARTICLE XV – STUDENT SUPERVISOR WORKING CONDITIONS AND HOURS OF EMPLOYMENT**

### **A. Regular Work Day**

The regular work day for full-time Student Supervisors will consist of seven and one-half hours per day (which shall include two fifteen-minute duty-free breaks) and a non-paid, duty-free lunch period of thirty minutes. It is understood that not all Student Supervisors are presently working a seven and one-half hour day.

### **B. Break and Lunch**

Student Supervisors working less than seven and one-half hours per day, but at least six hours per day, shall receive a non-paid thirty minute duty-free lunch and one fifteen-minute break.

### **C. Break-Less Than 6 Hours**

Student Supervisors working four or more, but less than six hours per day, shall receive one fifteen-minute break.

### **D. Time and One-Half**

All work performed over forty hours in any work week shall be paid at the rate of time and one half.

### **E. Leaving the Building During Working Hours**

Student Supervisors may leave the building during working hours only with the approval of their immediate supervisor. Lunch is not considered working hours unless it is paid.

### **F. Work Year**

The work year for all Student Supervisors shall consist of all student attendance and early dismissal days. All Student Supervisors will be scheduled to work at least five (5) hours on early dismissal days.

### **G. Emergency School Closing**

During the term of this contract, Student Supervisors shall be paid a regular day's pay if school is closed for an emergency.

### **H. Institute Day**

The Student Supervisor shall be compensated if a principal requests a bargaining unit member to attend an Institute Day.

**I. Extra Work Rotation**

Extra student supervisor work hours shall be offered on a rotating basis among all unit members qualified to perform extra work hours at a particular location. (See Appendix B).

**J. Paid Holidays**

District-approved paid holidays for full-time Student Supervisors include Labor Day, Columbus Day, Thanksgiving Day (1 day) and Memorial Day. To be eligible for holiday pay, employees must be in attendance the work day before and the work day after the holiday. For example, to receive Thanksgiving Day holiday pay, the employee must be in attendance the Wednesday before and the Monday after the holiday. Part-time Student Supervisors will receive pro-rated holiday pay.

Holidays that occur on Saturday or Sunday and that are not observed on other days during the work week shall be assigned by the District on another date.

**K. Summer Work**

Student supervisors who perform student supervision for the District during the summer shall be compensated at the unit member's regular hourly rate received during the school term just completed.

Student Supervisors who apply to work at their building of assignment shall be offered employment for summer student supervision prior to the other District employees and prior to anyone from outside the District's employ.

If at a given building more Student Supervisors apply than there are available positions, then the following criteria shall be used to determine who shall be offered employment. Each Student Supervisor shall receive one point for each year of seniority in the District. Each Student Supervisor shall receive an additional one-half point for each summer school semester he or she has worked for the District. The Student Supervisors with the most points shall be offered employment. In the event of ties, that is where Student Supervisors have equal points, employment will be offered to the student supervisors selected by the principalship.

The District may skip Student Supervisors only to make certain that there is an appropriate gender balance of Student Supervisors so that all lavatories and/or locker rooms may be appropriately monitored.

**L. Reading Material**

Reading material will not be allowed during work hours.

**M. Email Accounts**

Student Supervisors will receive a District email account that may be used on break and lunch hours at designated locations in each building as approved by the principal.

## **ARTICLE XVI – OFFICE WORKER WORKING CONDITIONS**

### **A. Vacation**

Newly employed twelve-month Officer Workers are on a sixty work day probationary period during which no vacation is earned. Thereafter, vacation days are accumulated on a pro-rated basis based on the number of months from the date of initial employment through the end of June (see Chart A below).

After the first year of employment, twelve-month employees accumulate vacation on a pro-rated basis to the total number of days listed in Chart B. However, twelve-month employees hired after July 1, 2002, shall receive the following vacation allotment: Employees with 16-19 years of service shall receive an annual allotment of 20 days of vacation. The anniversary date for twelve-month employees for vacation allotment will be July 1, no matter what time of year the office worker began. For the purpose of determining years of service in allocating vacation under Chart B, twelve-month employees hired between July 1 and December 31 will be given credit for one full year of service on the following July 1. Twelve-month employees hired between January 1 and June 30 will not be given the one year credit. Twelve-month employees hired between January 1 and June 30 will accumulate pro-rated vacation, as set forth in Chart A, from their date of hire to June 30. They will then accumulate ten days vacation on a pro-rated basis between July 1 and June 30 of the following year. At the end of that year, they will have completed one year of service in accordance with Chart B.

Any part of a month worked will be counted as a full month for the purposes of calculating vacation during the first year. Vacation will not be approved beyond the number of days earned.

Employees may carry up to one year's allotment of vacation days into the following year, but those days must be used by June 30 of that year, or they are lost. Ten-month employees do not receive vacation days.

<b>VACATION ALLOTMENT</b>	
<b>Chart A – Pro-Rated Vacation</b>	
<b>Month of Hire</b>	<b>Vacation Days</b>
August	9 ½
September	8 ½
October	7 ½
November	7
December	6
January	5
February	4 ½
March	3 ½
April	2 ½
May	2
June	1
July	10

<b>VACATION ALLOTMENT</b>	
<b>Chart B – Annual Vacation</b>	
<b>July 1<sup>st</sup> Following End of Year of Service:</b>	<b>Vacation Days</b>
1	10 (or appropriate pro-rated allotment per Chart A)
2-3	10
4	11
5	12
6	13
7	14
8	15
9	16
10	17
11	18
12	19
13-15	20
16	21
17	22
18	23
19	24
20-29	25
30	30

Vacation time will be scheduled through the employee's immediate supervisor and will be taken at a time that best serves the interest of the District. Vacation approval shall be consistently applied and shall not be arbitrarily withheld. Employees whose employment is terminated will be paid for any accrued, unused vacation that has been earned to the date of termination.

When calculating vacation for persons who have changed from ten-month to twelve-month status, the following guidelines will be in effect:

- Years worked as a full-time ten-month employee will be counted toward determining the annual vacation allotment;
- Employees must have worked for a minimum of one year as a ten-month employee for this provision to apply;
- During the first year as a twelve-month employee, the employee may borrow against the first year's vacation allotment up to the number of days earned.



## **B. Paid Holidays**

District approved paid school holidays for twelve-month Office Workers include: Labor Day, Columbus Day, Veterans' Day, Thanksgiving (2 days), Christmas (2 days), New Year's (2 days), Martin Luther King, President's Day, Memorial Day, and Independence Day. If the District declares a non-attendance day, twelve-month employees will receive their normal pay for the day.

For any year in which the District assigns Casimir Pulaski day as a paid holiday or designates another date as a paid holiday in lieu of Pulaski day, 12-month employees shall receive that day as a paid holiday.

District approved paid school holidays for full-time (7½ hours per day) ten-month Office Workers include Labor Day, Columbus Day, Thanksgiving Day (1 day) and Memorial Day. To be eligible for holiday pay, employees must be in attendance the work day before and the work day after the holiday. For example, to receive Thanksgiving Day holiday pay, the employee must be in attendance the Wednesday before and the Monday after the holiday.

Holidays that occur on Saturday or Sunday and that are not observed on other days during the work week shall be assigned by the District on another date, or, if the District does not assign the holiday on another date, the holiday shall be added to the employees' vacation days.

## **C. Tuition Reimbursement**

Tuition reimbursement is available for Office Workers. Courses must be recommended by the SSP administrator and approved by the Assistant Superintendent for Personnel and must be relevant to the employee's position. A paid receipt and a transcript/certificate verifying completion of the course must be submitted to the personnel office for reimbursement. Payment will be made on October 15 for summer school work, and February 15 and July 15 for Saturday and evening courses taken during the year.

Reimbursement will be made only for the amount of tuition paid. Pre-approval forms are available in the SSP administrator's office and must be completed and approved prior to the start of class. This is not intended to be a degree program.

## **D. Work Year**

Twelve-month Office Workers are employed for five days a week, fifty-two weeks a year, with paid vacation time and paid holidays. Ten-month Office Workers work when school is in session and other days as arranged by their immediate supervisors.

#### **E. Work Week/Work Day**

The regular work week shall be forty hours composed of eight paid hours per day, Monday through Friday, unless hired specifically for fewer hours per day. The regular work day consists of 8½ hours which includes two fifteen-minute breaks (as described below) and a non-paid lunch period of thirty minutes. The regular work day for employees at the Administration Center shall consist of 8½ hours which includes two fifteen-minute breaks and a one-hour lunch period, thirty minutes of which shall be paid and thirty minutes of which shall be non-paid.

#### **F. Breaks**

There will be two fifteen minute breaks daily for Office Workers working seven hours or more per day. Office Workers employed for four to six-and-one-half hours per day shall receive one paid fifteen minute break.

#### **G. Overtime**

Overtime will be paid to employees who work more than 40 hours per week as required by the Fair Labor Standards Act.

Freshman testing: If a holiday occurs during the week of freshman testing, that holiday shall count as hours worked towards the 40-hour work week for office workers assigned to work freshman testing. Leave and vacation time shall not count towards the 40-hour rule.

#### **H. Leaving the Building**

Other than during the lunch period, employees may leave the building during working hours only with the approval of their immediate supervisors. On regularly scheduled early release days and non-attendance days for students, employees may leave work early without pay upon request and with supervisor approval.

#### **I. Emergency Condition Days**

When school is closed because of an emergency or severe weather, twelve-month clerical staff are expected to report to work as soon as possible, unless otherwise notified. Twelve-month Clerical Staff that report to work will be paid at a rate of time and one-half; or they may elect to receive a regular day's pay (regular rate) and receive an additional day of vacation that must be used by June 30 of that school year and scheduled through the employee's immediate supervisor and further, may not be used during the last week of school. Twelve-month Clerical Staff that are unable to report to work will be paid a regular day's pay (regular rate).

Ten-month Office Workers are not expected to report for work and will be paid a regular day's pay if school is closed for an emergency. If employees obtain approval from the building principal or designee, they may report to work and will be paid at a rate of time and one-half for the hours worked.

#### **J. Prohibited Harassment**

The District prohibits harassment and other inappropriate conduct by its employees. Harassment is unwelcome conduct, both verbal and physical, that is based upon a person's gender, color, race, religion, national origin, age, disability or any other characteristic protected by law. The District will not tolerate harassing conduct that affects an individual's job benefits, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive working environment for any person.

#### **K. Summer Employment**

Summer employment for summer school office workers shall be posted. The rate of pay shall be set by the District and included in the posting. If qualified, ten-month District Clerical Worker employees who apply for the posted summer school office worker positions shall be hired over outside applicants. If two equally qualified Clerical Workers within the school apply, the most senior Clerical Worker will be hired for the summer school office position. Summer school work shall be paid at the rate of pay last earned by the employee prior to undertaking the summer work, or at the posted rate, whichever is greater.

Known walk-in registration dates shall be posted. If additional dates are needed due to unforeseen circumstances, such postings will not be required. Walk-in registration work shall be paid at the designated rate.

The District may hire outside applicants for non-summer school office worker positions.

#### **L. Extra Assignments**

Extra duties will be assigned to teachers and teacher assistants who volunteer for such duties. If the number of volunteers is insufficient, the extra duties may be assigned by the principal. Office Workers may apply for extra duty assignments, including chaperone duties, at the time they are posted. The principal will consider qualified applicants when filling such positions.

#### **M. Lines of Communication**

It is the philosophy of the District and the Union that attainment of the educational objectives of the District is enhanced by mutual understanding, cooperation and communication between the Administrative Staff and employees. Accordingly, both the District and the

Union encourage employees and their supervisors to communicate with mutual respect and concern for each other. This provision is not subject to the grievance process.

## **ARTICLE XV - EFFECT OF AGREEMENT AND DURATION**

### **A. Complete Understanding**

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written amendments duly executed by both parties.

### **B. Board Policies**

This Agreement shall be incorporated into the Board policies of High School District 211, Cook County, Illinois.

### **C. Individual Contracts**

The terms and conditions of the Agreement and subsequently negotiated Agreements shall be reflected in individual contracts when necessary.

### **D. Separability**

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

### **E. Duration**

This Master Contract shall be effective July 1, 2009, and shall be retroactive to that date insofar as possible. This Agreement shall terminate on June 30, 2014.

**ACCEPTANCE**

This Agreement is signed and adopted on the 10<sup>th</sup> day of September, 2009.

**IN WITNESS THEREOF:**

For the United Support Staff Union

For the Board of Education  
Township High School District 211

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

## APPENDIX A

### Evaluation Form – STUDENT SUPERVISORS

Name \_\_\_\_\_

Date \_\_\_\_\_

Building P F C S H

	Meets District 211 Standards	Exceeds District 211 Standards	Needs Improvement							Remarks
Attitude										
Follows Directions										
Accepts Responsibility										
Attendance										
Relationship with Staff & Students										
Contact with Public										
Cooperation with Colleagues										
Keeps Supervisor Informed										
Punctuality										
Takes Initiative										
Execution of Duties										
Knowledge of School Rules										
Personal Conduct										
Personal Appearance										
Judgment/Discretion										
Maintains Confidentiality										
Adaptability to Change										
Accepts Criticism in Positive Manner										

Comments (specific objectives for improvement attached if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Administrator/Supervisor Signature*

\_\_\_\_\_  
*Employee signature*

\_\_\_\_\_  
*Date of Conference*

## **APPENDIX B**

### **Extra Work Rotation Procedures - STUDENT SUPERVISORS**

Using a seniority based rotating list, every eligible and available student supervisor at a specific location shall be offered extra student supervision assignment before any eligible student supervisor is offered extra assignment twice. The list will be composed with most senior student supervisor listed first, the second listed second, and so on, ending with the least senior being last. The extra work rotation will begin with the first person on the list and work through the list to the least senior. Each student supervisor on the list must be offered extra work before returning to the beginning of the list. Therefore, every eligible and available student supervisor at a specific location shall be offered extra student supervision assignment twice before any eligible student supervisor is offered extra assignment a third time, and so on for each succeeding rotation. The initial list of eligible and available student supervisors to be offered extra student supervision assignment will be developed and implemented throughout the school year by the principalship and union representative. Thereafter, newly hired student supervisors will be added to the end of the list.



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# **ADDENDUM**

## **2012-2013 SALARY SCHEDULES**

2012 - 2013 OFFICE WORKERS SALARY SCHEDULE					
Step	10/20	20/30	30/40	40/50	50/60
1	\$12.21	\$13.76	\$15.52	\$17.55	\$19.84
2	\$12.44	\$14.03	\$15.85	\$17.89	\$20.23
3	\$12.69	\$14.31	\$16.16	\$18.25	\$20.64
4	\$12.94	\$14.60	\$16.49	\$18.62	\$21.05
5	\$13.21	\$14.89	\$16.80	\$18.99	\$21.47
6	\$13.48	\$15.19	\$17.13	\$19.37	\$21.91
7	\$13.75	\$15.49	\$17.47	\$19.77	\$22.34
8	\$14.03	\$15.80	\$17.83	\$20.16	\$22.78
9	\$14.31	\$16.12	\$18.18	\$20.58	\$23.24
10	\$14.59	\$16.44	\$18.55	\$20.98	\$23.72
11	\$14.88	\$16.77	\$18.92	\$21.40	\$24.18
12	\$15.18	\$17.10	\$19.30	\$21.84	\$24.66
13	\$15.48	\$17.44	\$19.67	\$22.28	\$25.15
14	\$15.78	\$17.78	\$20.09	\$22.71	\$25.66
15	\$16.11	\$18.15	\$20.48	\$23.17	\$26.18
16	\$16.43	\$18.52	\$20.89	\$23.64	\$26.70
17	\$16.77	\$18.88	\$21.30	\$24.11	\$27.24
18	\$17.09	\$19.26	\$21.73	\$24.59	\$27.79
19	\$17.42	\$19.64	\$22.15	\$25.08	\$28.33
20	\$17.77	\$20.04	\$22.61	\$25.58	\$28.89

3.0%



**2012-2013  
STUDENT SUPERVISORS  
SALARY SCHEDULE**

<b>STEP</b>	<b>HOURLY RATE</b>
<b>0</b>	\$14.21
<b>1</b>	\$14.46
<b>2</b>	\$14.76
<b>3</b>	\$15.06
<b>4</b>	\$15.39
<b>5</b>	\$15.73
<b>6</b>	\$16.10
<b>7</b>	\$16.49
<b>8</b>	\$16.87
<b>9</b>	\$17.31
<b>10</b>	\$17.75
<b>11</b>	\$18.24
<b>12</b>	\$18.72
<b>13</b>	\$19.20
<b>14</b>	\$19.77
<b>15</b>	\$20.34
<b>16</b>	\$20.92
<b>17</b>	\$21.53
<b>18</b>	\$21.81
<b>19</b>	\$22.10

3.0%