

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

REAVIS HIGH SCHOOL DISTRICT NO. 220

AND

THE DISTRICT NO. 220 SUPPORT STAFF COUNCIL,

LOCAL 943, AFT/AFL-CIO

2014-2018

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ARTICLE I
RECOGNITION

1.1 Recognition

The Board of Education of Reavis High School District No. 220 of Cook County, Illinois, hereinafter referred to as the "Board," hereby recognizes the District 220 Support Staff Council, Local 943, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Union," as the sole and exclusive bargaining representative for all regularly employed full-time, twelve (12) month support staff employees.

Excluded from the unit are the secretary to each the Superintendent, Principal, and all other employees classified as confidential, supervisory or managerial. Also, no individual who is in his/her probationary period is represented by this Agreement.

As used hereafter in this Agreement, the term "employee" shall refer to a member of the bargaining unit as defined in this Section 1.1, except as specifically stated otherwise.

1.2 Probationary Employees

- A. A newly hired employee, shall be considered to be a probationary employee for the first year of his/her employment, and within that year may be discharged at any time without advance notice, compensation or assigning any reason whatsoever.
- B. An individual who is in his/her probationary period, which commences upon the initial date of hire as a full-time employee, shall be ineligible for certain benefits provided by this Agreement as indicated in the Agreement. During the year probationary period, the employee may be discharged by the employer without the employee having recourse to the Grievance Procedure.
- C. All bargaining unit members shall be provided with a job description (see Appendix) upon hire, a copy of which will be kept in the personnel file.

1.3 Temporary Employees

The parties agree that it may be necessary for the Board to utilize temporary employees. Employees shall be considered temporary for a period of ninety (90) continuous days at the same position. After the period of ninety (90) continuous days of employment at the same position, the employee shall enter into the probationary status and shall be subject to the provisions of the Agreement. Payment for temporary employees shall be according to the rates established by this Agreement.

1.4 Probationary Status Upon Promotion

Both parties agree that there shall be a year period of probationary status commencing upon the initial date of promotion during which a promoted employee may be returned to his/her original classification without appeal to the Grievance Procedure.

1.5 Complete Understanding and Amendment

This Agreement shall constitute the full and complete commitments between both parties. It supersedes and cancels all previous agreements, oral or written, or based on alleged past practices between the Board and the Union. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties and may be modified only through written mutual consent of the parties. This Agreement may be altered, changed, added to or deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

1.6 Reservation of Management Rights

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

1.7 Exclusive Representation Rights

The Board agrees not to negotiate with any other employees' organization, or group of employees with regard to negotiable items as defined in this Agreement, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

1.8 Seniority

Seniority shall be defined as the length of continuous service to District No. 220. Effective July 12, 2011, all support staff members hired prior to July 1, 2011 shall retain seniority if hired into an exempt position. Any new member hired after July 1, 2011, who becomes exempt will retain their years of service upon reentry to the unit, however for purposes of seniority, exempt years will not be included. Example: if a member is in the unit for five (5) years and exempt for two (2), the member would reenter the unit with five (5) years on the seniority list.

ARTICLE II
NEGOTIATIONS PROCEDURE

2.1 Scope

The parties agree that their duly designated representatives shall negotiate in good faith. Each party shall select its own representatives. The Union and Board agree to negotiate with respect to salaries, fringe benefits, negotiation and grievance procedures, and other terms and conditions of employment which may be contained in this Agreement. Good faith is defined as the willingness of both parties to meet, discuss the issues, and make proposals and counter proposals in an effort to reach agreement. It does not imply acquiescence to either party's demands either in whole or in part.

2.2 Authority to Negotiate

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed as appropriate at each meeting, and when all items are completed the entire contract shall be submitted to the Union for ratification and the Board for adoption.

2.3 Negotiations Procedure

Negotiations shall begin no earlier than May 1st but no later than June 1st in the year this Agreement terminates. When either party executes written notification to the other party prior to April 1st of the year the contract terminates that it wishes to renegotiate the Agreement, the Board shall meet with the Union no earlier than May 1st to receive the Union's proposal, and negotiations will continue in an effort to reach an agreement. The Agreement may be continued by mutual consent.

All items proposed for negotiations shall be presented in writing by the Union at the first meeting. At the first meeting, the parties shall also discuss and agree to ground rules, including number and name of participants and alternates and time limits for bargaining sessions. The Board shall present in writing its counter proposals within forty-five (45) calendar days of the date on which the Board received the Union's package. If agreement is not reached twenty (20) calendar days before the commencement of the new school year, either party may declare to the other in writing that an impasse exists and call for mediation.

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares an impasse. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that both parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. Each party shall pay for its costs associated with mediation.

ARTICLE III
GRIEVANCE PROCEDURE

3.1 Access

Only non-probationary employees shall have access to the Grievance Procedure. No grievance shall be allowed to be filed if it occurs during the probationary period.

3.2 Definition

A grievance shall mean a complaint that there has been an alleged violation, or misapplication of any of the specific provisions of this Agreement. A grievance must be filed at the first stage within fifteen (15) working days from the time of the original occurrence of the event complained of, or within fifteen (15) working days from the date upon which the grievant or the Union knew or should have known of the occurrence of the event giving rise to the grievance, and further, every non-probationary employee covered by this Agreement shall have the right to present grievances in accordance with the following procedures. The written information contained in the filed grievance shall include: 1) a description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance; 2) a listing of the provisions of this Agreement which are alleged to have been violated, or misapplied; 3) a listing of specific actions requested of the administration which will remedy the grievance.

3.3 Procedure

Any non-probationary employee may at any time present grievances to the administration without the intervention of the Union, provided that the Union has been given the opportunity to be present at all meetings.

The failure of a non-probationary employee or the Union to act within the time limits will act as a bar to any further appeal, and an administrator's failure to render a decision or meet within the time limits set forth shall permit the non-probationary employee or Union to proceed to the next step. Time limits may be extended only by mutual agreement. Hearings and conferences held under this procedure shall be conducted by mutual agreement.

Before a grievance is filed, a sincere attempt should be made to resolve any difference informally between the aggrieved and the appropriate administrator or whoever the grievance is against.

By mutual agreement, any step of the grievance procedure may be bypassed.

A. First Stage

An aggrieved employee and/or the Union may file a formal grievance under this Article by timely submitting a written complaint with the Superintendent or designee setting forth the action being grieved, the provision(s) of the Agreement allegedly violated, and the requested remedy. A meeting with the Superintendent or designee will take place within ten (10) working days of the receipt of the written grievance. The Superintendent or designee shall make a decision on the grievance and communicate it in writing, within ten (10) working days after the meeting, to the employee and Union.

B. Second Stage

If the grievance is not satisfactorily resolved at the first stage, the aggrieved employee and/or the Union may file within ten (10) working days of the receipt of the Superintendent or designee's written decision an appeal to the Assistant Superintendent. Within ten (10) working days after an

appeal is received, the Assistant Superintendent and the aggrieved and his/her Union representatives shall meet to resolve the grievance. The Assistant Superintendent shall file a written decision with the employee, Union and the Superintendent within ten (10) working days of the second stage meeting.

C. Third Stage

In the event a grievance has not been satisfactorily resolved at the second stage, the aggrieved employee and/or the Union may file within ten (10) working days of the receipt of the Assistant Superintendent written decision or answer a letter to the Superintendent or designee requesting a meeting.

Within ten (10) working days after such written grievance is received by the Superintendent or designee, the aggrieved, the representative of the aggrieved as desired and the Assistant Superintendent, the Superintendent or designee, not here or hereafter to exceed four (4) members, will meet to resolve the grievance. The Superintendent or designee will file an answer within ten (10) working days of the third stage grievance meeting and communicate it in writing to the employee, Union representative and the Assistant Superintendent.

D. Fourth Stage

In the event a grievance has not been satisfactorily resolved at the third stage, the aggrieved employee and/or the Union may file, within ten (10) working days of the receipt of the Superintendent's written decision or answer, the grievance with the Board of Education to be considered in as timely a fashion as the schedule of Board meetings and the agendas therefore permit. The aggrieved and the grievance committee may present a written brief to the Board and Superintendent and may request an oral hearing on the grievance, which will be granted at the discretion of the Board.

E. Fifth Stage

If the grievance is not resolved satisfactorily to the Union after the fourth stage, there shall be a fifth step of impartial arbitration. The Union will submit in writing, within thirty (30) working days of the Board's decision, that the Union is requesting a list of arbitrators from the Federal Mediation and Conciliation Service. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties and both will abide by it.

All expenses incurred shall be shared equally by the Board and Union. It is understood that such expenses will be limited to the arbitrator's fee. Any legal expenses incurred should be paid for by the party engaging the legal counsel.

Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this contract, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter or modify in any way, any of the terms or conditions of this Agreement. All records related to a grievance shall be filed separately from the personnel files of an employee during the time of grievance.

ARTICLE IV
EMPLOYEE DISCIPLINE AND TERMINATION PROCEDURES

4.1 Records

Falsification of records or application forms is grounds for immediate dismissal.

4.2 Termination of Employment for Cause

- A. The employment of an employee may be terminated for cause upon action of the Board of Education.
- B. Reason(s) for termination of employment for cause shall be presented to the Board of Education in writing and a copy of such reason(s) shall be supplied to the employee concerned.
- C. Termination of employment for cause after one year unless the probationary period has been extended, shall be accompanied by at least two (2) weeks notice, except in cases in which the Board of Education concludes that the continued presence of the employee on the premises will be detrimental to the best interests of the District, in which case employment may be terminated immediately upon notice, along with two (2) weeks pay in lieu thereof, providing, however, that if such employment is terminated by reason of gross misconduct, no severance pay shall be granted. At the termination of employment of any employee falling under the provisions of Article 7.5, for any reason, the employee shall receive a pro-rata share of vacation pay for all unused vacation days.

4.3 Termination for Reduction-In Force

Employees who are terminated because of financial reductions or the elimination of positions shall be reduced in accordance with their seniority and be notified of such termination at least forty-five (45) days prior to the termination date.

Any employee who is laid-off shall be entitled to recall prior to the employment of non-District personnel for any vacant position in the classification and for which position he/she is qualified. Such recall right shall last until September 1st of the year following the layoff.

Individuals on layoff, with the consent of the carrier, will be kept on the health insurance plan for eighteen (18) months from the start of the layoff. Such individuals shall be required to make monthly premium contributions to the District office one month in advance.

4.4 Discipline Procedures

It shall be the responsibility of the appropriate administrator or immediate supervisor to bring to the attention of the employee deficiencies in said employee's work program or performance of assigned work and, in writing, make a record of such conference. One copy of said record shall be provided to said employee.

For non-probationary employees, disciplinary action will be progressive and, except for gross misconduct as stipulated in Article 4.2-C., in accordance with the following schedule. The sequence and necessity for the following steps will be determined by the Superintendent depending upon the circumstances of each case.

1. Oral Warning
2. Written Warning
3. One (1) to Five (5) Day Suspension (without pay)
4. Discharge

ARTICLE V
EMPLOYEE RIGHTS

5.1 Right of Membership

Employees shall have the right to organize and join the Union and to participate in negotiations with the Board or its designee through representatives of their own choosing. It is also agreed employees have the right to not join the Union. The Board shall not discriminate against any employee with respect to hours, wages, or terms and conditions of employment for reason of membership or non-membership in the Union, participating in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

5.2 Union Representatives

The Board recognizes the right of the Union to select from its employees who are members of the Union, a steward or committee to handle Union business, such as the investigation of grievances, meeting with management, transmittal of messages, and such other duties as may be delegated to them from time to time by the Union. The name of such steward(s) and committee members shall be furnished to the Board in writing and any change shall be reported in writing. The representative of the Union, for Union business, shall have admission at reasonable times to the buildings covered by this Agreement after first checking in with the District Superintendent or his/her representative. Union business and/or the investigation of grievances shall be conducted on the employee's time, unless mutually agreed to the contrary.

5.3 Right of Representation

When an employee is required to appear before the Board and/or the Superintendent concerning any matter which could adversely affect the employee's employment status, the employee shall be entitled to have a Union representative of his/her choice present. Further, when an employee is required to appear before the Board, the employee shall be advised in writing at least forty-eight (48) hours before that scheduled meeting with the Board of the reason(s) for the requirement.

5.4 Right to Review Personnel File

A master file of all materials related to an employee shall exist at the Business Office. Each employee upon reasonable notice shall have the right to review the contents of said employee's personnel file, with the exception of pre-employment confidential materials, and to attach and place therein written reactions to any of its contents. The employee may not remove any materials from said file. The Superintendent or designee shall be present during the review. An employee may have copies prepared at his/her expense.

5.5 Notices and Meetings

- A. The Union will be allowed bulletin board privileges set aside for employees.
- B. Meetings on employee time may be held on school property with the approval of the Superintendent or designee. Employees are not to work on union affairs during work hours except as specified in this Agreement.

5.6 Dues Deduction

Upon receipt of a dues deduction authorization executed by the individual employee, the Board shall deduct monthly from each member's pay, the current dues of the Union. The authorization

may be withdrawn at any time upon written notice. The certification form shall be furnished by the Union. Severance of employment automatically terminates dues deduction arrangements. All dues deducted by the Board shall be remitted to the Union no later than thirty (30) days after such deductions are made.

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this section in reliance of any authorization furnished under the provision of this section.

5.7 Channel of Communication

Communication by Support Staff on all work related matters to the Board of Education shall always be through the Superintendent.

5.8 Notice of Vacant Positions

The Union president will be provided notices of all vacancies within the bargaining unit.

5.9 Fair Share

A. Fair Share Payments:

It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all who are beneficiaries of said Agreement. To this end, if a Bargaining unit member does not join the Union, such bargaining unit member will:

1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration. The total amount shall not exceed that amount established as regular Union dues.
2. Pay directly to the Union a like sum. In the event the bargaining unit member wishes contributions to be handled through payroll deductions, the money shall be handled in the same manner as provided in Article 5, Section 6.
3. The Union shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.
4. The obligation to pay a fair share fee to the Union will not apply to any bargaining unit member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such bargaining unit member is a member, objects to the payment of a fair share fee to the Union. In the event that a religious objection is filed by a non-member of a Union and collection made of the fair share fee, the Union will make payment on behalf of the bargaining unit member to a mutually agreeable non-religious charitable organization.
5. In the event such an authorization is not signed or such direct payment is not made within sixty (60) days following the commencement of employment of the bargaining unit member, the Board shall deduct the fair share fee in equal payments of eighteen (18) from the regular salary check of the bargaining unit member beginning with the October salary check.

B. Fair Share Notice and Obligation:

1. The Union shall send by first-class mail, a notice to each non-member (1) specifying the amount of fair share fee to be deducted, (2) advising that any non-member may object to the amount of the fee, and (3) describing the process for filing objections.
2. The Union shall post the same fair share notice on all bargaining unit member bulletin boards.
3. The Union shall certify to the Board that said notice has been mailed to all Union non-members in the bargaining unit.
4. Such fee shall be paid to the Union by the Board no later than ten (10) days following deduction.

C. Hold Harmless Provision:

1. The Union agrees to indemnify and save the Board harmless against any liability, which may arise by reasons of any action taken by the Board in complying with the provisions of section 5.9.A-5 above, including reimbursement for any legal fees or expenses incurred in connection therewith.
2. The Board agrees to promptly notify the Union in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of Section A.5 above and, if the Union so requests in writing, to surrender claims, demands, suits or other forms of liability.
3. In the event that an objection is filed by a non-member during the term of this Agreement, the Board shall continue to deduct the fair share fee from the objecting bargaining unit member's pay, but shall transmit the portion of said fee objected to, to the Illinois Educational Labor Relations Board which shall hold the fee in escrow. The IELRB shall investigate and consider the fair share fee objections and determine the amounts to be apportioned to the non-member and to the Union.

ARTICLE VI
LEAVES

6.1 Sick Leave

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or in the household. Immediate family, for the purposes of illness, shall be interpreted to mean parents, spouse, and children, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

- A. Non-probationary employees will accrue annually thirteen (13) days of sick leave. Sick leave accumulated in one (1) year may be carried over to succeeding years to a maximum of two hundred forty (240) days.
- B. Sick leave shall not accrue during leaves of absences without pay or layoffs.
- C. Employees should report all illness or other cause for absence from work to the Finance Assistant/Office Manager in the Business Office as soon as they are aware that they will be absent from school. If at all possible, this should be done on the day prior to the absence from school. The employee may be required to provide his/her supervisor with satisfactory proof of illness from a licensed medical doctor in order to receive sick leave pay. Such a requirement shall not be implemented for frivolous reasons.
- D. Absence for part of a day for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave in an amount not less than one (1) hour. Holidays and other regular days off shall not be charged against sick leave.
- E. Probationary employees shall not be eligible for paid sick leave. However, upon successful completion of probation, they shall be credited for sick leave from the date they began probation.
- F. Upon retirement, employees shall be paid seventy-five (\$75) dollars for each unused sick day up to a maximum of fifty (50) days.

6.2 Personal/Business Leave

Each non-probationary employee shall be entitled each year during his/her regular employment to be absent without loss of pay or other benefits for three (3) days for the purpose of personal/business, or an emergency which cannot be dealt with during off hours. This day shall not be used to extend any holiday or vacation period and shall not be accumulative as personal leave. Any unused day shall be credited to the employee's regular accumulated sick leave.

Twenty-four (24) hours advance notice shall be given to the supervisor, except in an emergency.

6.3 Maternity/Paternity Leave

Absence due to pregnancy-related disability shall be treated as sick leave. The Board may grant a request by a non-probationary employee for an uncompensated maternity/paternity leave of absence, subject to the general conditions for personal leave of absence set forth in Section 6.5 below. The beginning and termination dates of the uncompensated leave shall be determined by the employee and her/his immediate supervisor. Any employee who returns from maternity/paternity leave shall be reinstated to her/his former position or its equivalent. The maximum length of maternity/paternity leave shall be one complete calendar year.

6.4 Jury Duty

The Board shall pay the regular salary to employees called for jury duty, but shall deduct any compensation received for such duty with the exception of compensation received for travel allowance.

6.5 Leave of Absence - Personal

- A. Purpose - Upon request of a non-probationary employee, the Board may grant an unpaid leave of absence for up to one (1) year. Employees on an unpaid leave shall neither accrue nor lose seniority nor shall they advance on the pay schedule.
- B. Application Procedure - Applications are to be submitted to the Superintendent or designee thirty (30) days prior to the date on which the leave is to begin or by June 1 if the leave is for the next school year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The written application shall indicate the requested starting and ending dates of the leave.
- C. Insurance Availability - With the approval of the carrier, the employee will be given the opportunity to continue insurance coverage as set forth in this Agreement during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. When the leave of absence is for verifiable medical reasons, the Board will pay the monthly single coverage insurance premium for a maximum of twelve (12) months with the following conditions:
 - 1. All accumulated sick days and vacation days must be used prior to the leave of absence.
 - 2. Employees will become vested in this plan at the rate of one month for each year of service.
- D. Medical Substantiation - Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted at least thirty (30) calendar days prior to the return of any employee on an unpaid leave for personal medical reasons.
- E. Notice of Intent to Return - Any employee granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, shall advise the Superintendent or designee in writing no later than two (2) months prior to the termination of such leave that he/she intends to return to employment. Failure to advise the Superintendent or designee of intent to return as required by this Section shall be treated as an election not to return to employment and as a resignation from the District.

6.6 Professional Leave/Development

- A. Employees may be released from their regular duties to attend professional meetings of their professional organization. Expenses for such conferences will be paid by the employee or the Union.

- B. In-Service Day: The Board shall conduct an in-service workshop for the entire Support Staff at least once a year. At the conclusion of each school year, Support Staff will be surveyed regarding their needs for professional in-service. In-service offerings will be based on the collaborated needs indicated on the surveys collected, as well as administrative input and suggestions.

- C. Bargaining unit members will be given the opportunity to attend any such classes and in-service sessions for the purpose of strengthening the support staff in understanding their roles in business practices, use of technological equipment, current health issues and environmental concerns. Bargaining unit members attending such classes, workshops, and/or in-service programs as approved by the Administration will be released from regular duties with no loss of pay and will be compensated for any approved expenses. Employees wishing to participate in such seminars will submit to their supervisor a request, in writing, outlining the time necessary and any incidental expenses. Incidental expenses shall include and be covered to the following maximums: \$50 per day for meals, \$90 per night for hotels, and IRS rate of reimbursement for mileage.

6.7 Bereavement Leave

Three (3) days leave is permitted upon the death of anyone in the immediate family. "Immediate family" shall include parents, spouse, and brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and grandparent's in-law. One-day leave is permitted upon the death of any other relative.

ARTICLE VII
WORKING CONDITIONS

7.1 Labor-Management Meetings

The Superintendent or designee shall, if the need arises, meet with the Union president and/or the chief steward at mutually agreeable times during the contract year to discuss the operation of this Agreement. Items to be discussed shall be indicated by the moving party.

7.2 Work Week, Overtime/Compensatory Time

A. The normal work week shall be five (5) consecutive workdays as specified in this Article, Monday through Friday, inclusively.

B. Employees shall receive one and one-half (1-1/2) times their hourly rate for work that exceeds forty (40) hours in a week. All overtime performed must have prior approval of the Superintendent. The only exception to this policy is where, in the opinion of a supervisory employee, overtime is necessary and it is not possible to obtain prior approval; in such case, the supervisor may approve the overtime. A form is provided for overtime, which must be approved before payment is made.

1. Overtime shall be distributed on a rotating basis. Overtime shall be offered to the first person within a department, by seniority, and to each succeeding person until any overtime need is fulfilled. The next person on the seniority list will be the first person approached when the need for overtime next occurs.

2. To begin the rotation, each year, concurrent with the start of the school year, the bargaining unit member with the most seniority within the department in which overtime is needed, will be offered the first opportunity for overtime work. The Board and the bargaining unit will jointly develop a procedure for this rotation.

C. Full-time employees who are subject to the time keeping provisions of the Fair Labor Standards Act (nonexempt employees) and are included in the Board-Union Agreement covering Educational Support Personnel shall be entitled to earn compensatory time off in lieu of overtime with the approval of their immediate supervisor and Superintendent or designee. However, the use of compensatory time off in lieu of overtime pay compensation must be with the employee's agreement.

The maximum compensatory time which may be accrued by any employee shall be 40 hours, accumulated at the rate of one and one-half hours for each hour of overtime worked. An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation for any additional overtime hours worked.

An employee shall be required to use accrued compensatory time by the end of the fiscal year in which it is earned so long as the request to do so will not unduly disrupt the operations of the District. In the event a reasonable request for use of compensatory time is refused twice for such reason, the employee may carry those hours into the next fiscal year.

Each request to use accrued compensatory time shall first be approved by the employee's immediate supervisor and then by the Superintendent or designee. Accrued compensatory

time which has not been used by the end of the fiscal year in which it is earned shall be converted to overtime and calculated at the rate of pay received by the employee during that fiscal year.

"Compensatory time" and "compensatory time off" are defined as hours when an employee is not working and which are paid for at the employee's rate of pay. These hours are not to be counted as hours worked in the week in which they are used.

No overtime, whether to be paid or earned as compensatory time off, shall be permitted to be accrued unless expressly authorized and approved by the employee's immediate supervisor and the Superintendent or designee. Any such overtime request must be submitted on the District's overtime request form prior to the time being earned with an indication of whether the overtime has to be paid or credited toward accrued compensatory time. The Business Office shall notify all employees by May 1 as to the number of hours of compensatory time accumulated so that employees may schedule its use prior to July 1.

7.3 Workday

Workdays for classifications within this Agreement shall be defined below:

- A. The workday during the school year shall be no more than eight (8) hours and thirty (30) minutes, which includes a thirty-(30) minute duty-free, non-paid lunch period.
- B. There will be two (2) fifteen (15) minute break periods each day, one in the morning and one in the afternoon.
- C. Early release from the above-designated workday may be authorized only at the sole and exclusive discretion of the Superintendent.
- D. Summer Hours: The summer term shall coincide with the six weeks of Summer School, in addition to the week between the two semesters of Summer School, *seven (7) weeks*, wherein the workday shall be from 7:00 a.m. to 4:00 p.m. Monday through Thursday, with the campus being closed on said seven (7) Fridays. The workday shall include a thirty (30) minute duty-free, non-paid lunch period. Employees may extend their lunch to forty-five (45) minutes by taking their one (1) paid break at the end of their thirty-minute lunch period. In addition, the week preceding the first week of Summer School and the week following the last week of Summer School, the workday shall be from 7:30 a.m. to 3:30 p.m. Employees may extend their lunch to forty-five (45) minutes by taking their one (1) paid break at the end of their thirty-minute lunch period. A clean, air-conditioned area shall be provided for lunch and break for all employees during the summer.

7.4 Holidays

The following days shall be paid holidays for employees if the day falls within their normal work year.

| | |
|---------------------------|------------------------------------|
| Labor Day | Martin Luther King Jr.'s Birthday |
| Columbus Day | Presidents' Day/Lincoln's Birthday |
| Veteran's Day | Casimir Pulaski's Birthday |
| Thanksgiving Day | Spring Friday Holiday |
| Friday after Thanksgiving | Memorial Day |
| Christmas Day | July 4th |
| New Year's Day | |

When any of the above holidays falls on a weekend, the Friday preceding or the Monday following will be granted as a holiday, provided that school is not in session. Whenever any support staff employee is directed to work on a scheduled holiday, he/she shall receive the holiday pay in addition to straight time.

7.5 Vacation

Each full-time, twelve-(12) month employee shall be granted a vacation with pay as follows:

One (1) week after twelve (12) months of service

Two (2) weeks after twenty-four (24) months of service

Three (3) weeks after sixty (60) months of service

Four (4) weeks after one hundred and twenty (120) months of service

* Five (5) weeks after two hundred and forty (240) months of service

*Current employees who have attained a minimum of 120 months of service as of July 1, 2014, will be eligible for five weeks of vacation after 240 months of service. All other current and new employees will be entitled to a maximum of four weeks of vacation once said service has been achieved.

Administration agrees that further negotiation on the subject of vacation time will not be addressed in the future.

Vacation eligibility will be based on the employment anniversary date.

The following regulations apply to all employees taking vacations:

- A. Vacations shall be calculated by actual service (time worked by months as per the schedule in Section 7.5). Vacation time shall be computed by using the individual employee's anniversary date.
- B. All vacations must be taken within 18 months from time of issuance.
- C. In case of conflict between two employees for the same date in which a settlement cannot be reached, the employee with the most seniority within the classification shall be accorded time preference.
- D. If a holiday or any other day on which employees are not required to work falls in a paid vacation period, a compensatory day will be credited to the available vacation time.

At the discretion of the Superintendent or designee, an additional unpaid time off benefit shall be continued as in the past during the summer according to the needs of the District and determined by department and by seniority, as long as all accrued vacation time has been used.

ARTICLE VIII
WAGES AND FRINGE BENEFITS

8.1 Salary

During the term of this Agreement, employees shall be paid in accordance with the salary schedules shown in Appendix A, which is incorporated herein. According to the authority granted by the Pension Reform Act of 1974, Section 414(h) (2) of the Internal Revenue Code and Public Act 81-5136, Ill. Rev. Stat. 1981, chap. 108-1/2, par. 7-173.2, the Board of Education agrees to pay out of the above mentioned salary schedule four and one-half (4-1/2) percent of each employee's salary to the Illinois Municipal Retirement Fund (IMRF) on behalf of each employee as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

8.2 Insurance Benefits

- A. Hospital/Medical Coverage** - Effective July 1, 2014 to June 30, 2015, the monthly insurance premium paid by the Board will be established at six hundred eleven dollars and ten cents (\$611.10) for single coverage, and at one thousand two hundred fifty two dollars and ten cents (\$1252.10) for family; additional premium cost will be paid by the employee. Effective for the 2015-2016 fiscal year, the District will pay the first 4% of any increase in the total monthly insurance premium cost. Any increase in premium cost in excess of 4% will be shared at a ratio of 55% employee contribution and 45% for District, provided that at no time during the life of this Agreement will the employee's share exceed 20% of the total premium cost. For 2016-2017 and 2017-2018 fiscal years, the District will pay the first 2% of any increase in the total monthly insurance premium cost. Any increase in premium cost in excess of 2% will be shared at a ratio of 50% employee contribution and 50% for District, again provided that at no time during the life of this Agreement will the employee's share exceed 20% of the total premium cost. Any premium cost exceeding 20% of the employee's total premium cost will be borne by the Board.

In an effort to contain premium costs, a support staff/administration committee will be established to explore the possibilities of modifying benefit schedules and evaluating alternative carriers.

Prior to the annual renewal of the current insurance program, said committee will recommend either renewal or change of coverage and/or carrier. Such recommendation will be submitted to the Board for consideration.

- B. Retirement** - The Board will pay one hundred per cent (100%) of a retiree's single coverage insurance premium, irrespective of age, for a maximum of five (5) years or until the retiree reaches eligible Medicare age, whichever occurs first.
- C. Life Insurance** - Each employee shall be provided with a group term life insurance policy of thirty-five thousand dollars (\$35,000.00), subject to any and all restrictions of the carrier. Upon retirement, each employee shall be provided with a life insurance policy of thirty-five thousand dollars (\$35,000.00), subject to District retirement rules and restrictions of the carrier.

ARTICLE IX
RETIREMENT

9.1 Retirement

Upon retirement, six hundred dollars (\$600) for each year of service will be paid to the retiree up to a maximum of twenty-two (22) years of service. Except in emergency or exceptional circumstances, when a waiver may be granted by the Board, six (6) months prior notice of the intent to retire will be required before the retirement date. In the event the State offers a retirement program during the life of this Agreement, this retirement clause will be subject to negotiations.

ARTICLE X
EFFECT OF AGREEMENT

10.1 Duration

This Agreement shall become effective at the date of execution and shall continue in effect until June 30, 2018.

10.2 No Strike Provision

The employees represented by the Union agree not to strike, or engage in, or support or encourage any concerted refusal to end full and complete services in the School District or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the school.

10.3 Severability Provision

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

10.4 Complete Understanding

Any rights and privileges enjoyed by support staff under any provision of this Agreement shall be exercised subject to any legally required implementation of the Americans with Disabilities Act, or any other state or federal laws or regulations which this Board must legally observe. Employees shall be eligible for a Family and Medical Leave (FMLA) for a total of twelve (12) weeks in a twelve month period as provided by and in accordance with the provisions of the Family Medical Leave Act and the policy of the district.

10.5 Execution

This Agreement is signed this 16th day of September 2014.

In witness whereof:

THE REAVIS DISTRICT
220 SUPPORT STAFF
COUNCIL, LOCAL 943,
AMERICAN FEDERATION OF
TEACHERS, AFL-CIO

THE BOARD OF EDUCATION OF
REAVIS HIGH SCHOOL
DISTRICT NO. 220, COOK COUNTY,
ILLINOIS

President

President

Vice President

Secretary

Appendix A

SALARY SCHEDULE

EMPLOYEES HIRED PRIOR TO JULY 1, 2014

| 2014-2015 | 12 Month Salary | Weekly Rate | Hourly Rate |
|-----------|-----------------|-------------|-------------|
| 1 year | \$44,977 | \$ 864.94 | \$22.93 |
| 2 years | \$46,970 | \$ 903.27 | \$23.95 |
| After 2 | \$48,674 | \$ 936.04 | \$24.81 |
| After 5 | \$49,745 | \$ 956.63 | \$25.36 |
| After 7 | \$50,171 | \$ 964.83 | \$25.58 |
| After 10 | \$51,129 | \$ 983.25 | \$26.07 |
| After 15 | \$52,150 | \$1,002.88 | \$26.59 |

| 2015-2016 | 12 Month Salary | Weekly Rate | Hourly Rate |
|-----------|-----------------|-------------|-------------|
| 2 years | \$48,379 | \$ 930.37 | \$24.66 |
| After 2 | \$50,134 | \$ 964.12 | \$25.56 |
| After 5 | \$51,237 | \$ 985.33 | \$26.12 |
| After 7 | \$51,676 | \$ 993.77 | \$26.35 |
| After 10 | \$52,663 | \$1,012.75 | \$26.85 |
| After 15 | \$53,715 | \$1,032.97 | \$27.38 |

| 2016-2017 | 12 Month Salary | Weekly Rate | Hourly Rate |
|-----------|-----------------|-------------|-------------|
| After 2 | \$51,638 | \$ 993.04 | \$26.33 |
| After 5 | \$52,774 | \$1,014.89 | \$26.91 |
| After 7 | \$53,226 | \$1,023.58 | \$27.14 |
| After 10 | \$54,243 | \$1,043.13 | \$27.65 |
| After 15 | \$55,326 | \$1,063.96 | \$28.21 |

| 2017-2018 | 12 Month Salary | Weekly Rate | Hourly Rate |
|-----------|-----------------|-------------|-------------|
| After 2 | \$53,187 | \$1,022.83 | \$27.12 |
| After 5 | \$54,358 | \$1,045.34 | \$27.71 |
| After 7 | \$54,823 | \$1,054.29 | \$27.95 |
| After 10 | \$55,870 | \$1,074.42 | \$28.48 |
| After 15 | \$56,986 | \$1,095.88 | \$29.05 |

EMPLOYEES HIRED AFTER JULY 1, 2014

| | 12 Month Salary | Weekly Rate | Hourly Rate |
|------------------|-----------------|-------------|-------------|
| Starting Salary: | \$40,000 | \$769.23 | \$20.39 |

For the duration of this Agreement, a 3% annual raise will be directly multiplied by support staff member's previous year's salary (applicable for fiscal years 2015-2016 / 2016-2017 and 2017-2018).

APPENDIX B

POSITION

SECRETARY - FULL TIME

QUALIFICATIONS:

Word processing, typing (60 words per minute), computer application skills, positive human relations skills, and strong organizational ability. Must be able to work additional hours when necessary. Alternatives to the above qualifications as the Board of Education may find appropriate.

DUTIES AND RESPONSIBILITIES:

The individual is expected to perform the following duties and responsibilities:

- a. plans, organizes, schedules and completes routine assigned tasks;
- b. gives great attention to detail and accuracy;
- c. maintains a logical, retrievable filing system;
- d. exhibits positive human relations skills both in person and in telephone conversations with students, staff, and the general public;
- e. maintains confidentiality and discretion regarding student/staff information;
- f. expresses and develops new ideas and suggestions; maintains office continuity and takes responsibility for routine decisions in absence of immediate supervisor;
- g. meets the established office hours, schedules and district attendance policy;
- h. performs such other duties and assume other responsibilities as assigned by the immediate supervisor.

APPENDIX C

August, 2014

Ms. Andrea Frausto
President
Reavis High School
District No. 220 Support Staff Council
Local 943, AFT/AFL-CIO
6034 West 77th Street
Burbank, Illinois 60459

Dear Andrea,

As you are aware, *Article 8.3, Professional Growth Stipend/Tuition Reimbursement*, has been eliminated from the proposed 2014-2018 Contract, which will be considered for approval by the Board of Education at their next regular meeting, September 16, 2014.

However, as a result of the negotiations, a one-time stipend, in the amount of \$450.00 (Four Hundred Fifty Dollars) will be tendered to your members. This disbursement will be paid out in October, 2014.

On behalf of the Board, I would like to thank you and the negotiation team for your assistance in resolving the contract, as we all move forward in the best interests of our students.

Sincerely,

A handwritten signature in black ink that reads "Daniel J. Riordan". The signature is written in a cursive, flowing style.

Daniel J. Riordan, Ed.D.
Superintendent