

JULY 1, 2011 - JUNE 30, 2013

## AGREEMENT

BETWEEN

THE CLASSIFIED EMPLOYEES ASSOCIATION OF LISLE

AND THE

BOARD OF EDUCATION

LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202

DUPAGE COUNTY, ILLINOIS



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## ARTICLE I

### RECOGNITION

The Board of Education of Lisle Community Unit School District No. 202, DuPage County, Illinois (hereinafter "Employer" or "Board") recognizes the Classified Employees Association of Lisle, IEA/NEA (hereinafter "Association") as the exclusive representative of all the employees with respect to wages, hours, working conditions and other conditions of employment as defined by the Illinois Education Labor Relations Board in the unit set forth as follows:

All full-time and part-time custodial and maintenance employees, secretaries, aides, except the following classifications and positions: Administrative Coordinator, Accounting Coordinator, District Information Coordinator, Coordinator of Buildings and Grounds, Accounts Payable/Payroll Assistant, Technology Services Manager, food service employees, any temporary employees (hired for a continuous period of three (3) months or less), any employee regularly working less than three (3) clock hours in any date, and all supervisory, managerial and confidential employees as defined under the Illinois Education Labor Relations Act.

## ARTICLE II

### NEGOTIATIONS PROCEDURE

A. Negotiations will be conducted pursuant to the Illinois Educational Labor Relations Act and its lawfully enacted Rules and Regulations.

B. Mediation - It is agreed that if impasse is declared by the parties, a joint request for a mediator from the Federal Mediation and Conciliation Service (FMCS) will be made. Should FMCS be unavailable, the parties shall immediately commence discussions to seek a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

C. Printing of the Contract - Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed and presented to each bargaining unit member currently or hereafter employed. The expense and responsibility for printing shall be shared equally by the parties.

D. Bargaining Release Time - The Superintendent or his/her designee may authorize release time for up to two (2) Association negotiating committee members when it is determined by the Board that a negotiations session should be held during the regular work hours of the Association's negotiating committee members. The Association shall identify the members of its negotiating committee to be released at the onset of negotiations.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### INTRODUCTION

A. Definition: A grievance shall mean a complaint by an employee(s) or the Association that there has been an alleged violation, misapplication, or misinterpretation of the terms of the Agreement.

B. Time Limits: All time limits consist of days when the Business Office is open for business.

Any grievance to be filed hereunder must be filed within thirty (30) days after occurrence or within thirty (30) days after a reasonable person would have knowledge of occurrence of an alleged complaint or claim.

#### C. PROCEDURES

1. FIRST STEP: The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

2. SECOND STEP: The employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievance shall state the article, section and clause of this Agreement alleged to be violated, misrepresented, or misapplied and the remedy which is sought. The Association's representative(s), the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and Association shall be provided with the supervisor's written response, including the reasons for the decision.

3. THIRD STEP: If the grievance is not resolved at Step Two, then the grievant or the Association may refer the grievance to the Superintendent or the Superintendent's official designee within fifteen (15) days after receipt of the Step Two answer. The Superintendent shall arrange with the Association representative(s) for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the Association and the grievant shall be provided with the Superintendent's or his/her designee's written response, including the reasons for the decision.

4. FOURTH STEP: If the Association is not satisfied with the disposition of the grievance at Step Three, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed with the American Arbitration Association within thirty (30) days of the date for the Step Three Answer, then the grievance shall be deemed withdrawn.

The fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall have no power to alter the terms of this Agreement.

#### D. STATEMENT OF BASIC PRINCIPLES

1. Released Time - Should the investigation or processing of any grievance in the opinion of the Superintendent require employee(s) and/or Association representative(s) be released from their regular assignments, the employee(s) and/or Association representative(s) shall be released without loss of pay or benefits.

2. No Written Response - If no written decision has been rendered within the time limits indicated by the step, then the grievance may be processed to the next step. Time limits, however, may be extended by written mutual agreement.

3. Illness - When the presence of a participant at a grievance hearing is requested by either party, illness or other incapacity of said participant shall be grounds for any necessary extension of grievance procedure time limits.

4. Cooperation - The parties shall cooperate in investigation of any grievance.

5. No Reprisals Clause - No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

6. Grievance Withdrawal - A grievance may be withdrawn at any level without establishing precedent.

7. AAA Rules - At the request of either party, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

8. Pertinent Information - The Association shall be furnished on request pertinent and readily available information relevant to the processing of the current grievance. Nothing herein shall require the Board of administration to research or assemble information.

9. Bypass to Superintendent - If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

10. Bypass to Arbitration - If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

11. Class Grievance - Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step Three.

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

13. Every employee shall have the right to present grievances in accordance with these procedures. The Board acknowledges the right of the Association to assist or to be present at any level of the grievance procedure and the Association acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance discussion when the Administration, Association, or the employee representative deems it necessary. At any stage of the grievance procedure, the grievant may be represented by a representative of his or her choice.

Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of Association representatives provided the adjustment is not inconsistent with the terms of this Agreement.

All material currently held in grievance files shall either be destroyed, or be transferred to an employee's personnel file. In the event of such transfer, each employee will be allowed an opportunity to exercise his/her rights under this contract and the Illinois Personnel Records Act (PA 83-1104). Copies of material placed in personnel files will be provided the employee.

## ARTICLE IV

### EMPLOYER AND EMPLOYEE RIGHTS

#### A. RIGHT TO ORGANIZE AND PARTICIPATE

The Employer agrees that employees shall have the right to organize, join and assist the Association, and to participate in negotiations with the Employer through representatives of their own choosing. The Association, recognizing that the schools are for the education of the students, agrees that it will conduct its business so as to result in no interruption of the educational program.

#### B. RIGHT TO REPRESENTATION

An employee required to appear at any meeting which could result in disciplinary action being taken against the employee may elect to have a representative of the Association attend such meeting. Notification of such a meeting shall be given so that a reasonable amount of time will be allotted the employee to secure representation. The employee's right to such representation shall not apply to regular evaluation conferences, impromptu meetings and/or conversations relative to regular daily performance.

#### C. BREAK PERIOD

After giving notice to the immediate supervisor, an employee may leave the building during any scheduled break period, unless otherwise requested by the immediate supervisor. The supervisor will schedule breaks as needed up to a total of ten minutes during every four hour work period.

#### D. RULES AND REGULATIONS

A current copy of all Employer policies and administrative regulations which affect terms and conditions of employment and employee work rules covered by this Agreement shall be available to employees at each work site.

E. ASSIGNMENTS

Whenever possible, an employee shall be given notice of his/her assignment for the forthcoming work year no later than June 1st of the current work year. In the event changes in such assignment are made, the employee so affected shall be notified as soon as possible. An employee who objects to such change of assignment shall have the right to resign his/her position upon two (2) weeks written notice to the immediate supervisor.

F. EMPLOYER RIGHTS

The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred and vested in it by the courts, statutes and Constitutions of the State of Illinois, provided that such rights and responsibilities shall be exercised in conformity with the provisions of this Agreement. All powers, rights, authority and responsibilities not included in this Agreement are reserved for the Board.

G. NO STRIKE/SLOWDOWN

During the term of this Agreement, the Association, and/or any member(s) of the bargaining unit agree not to strike, engage in, support or encourage any concerted refusal to render full and complete services to the School District.

## ARTICLE V

### ASSOCIATION RIGHTS

#### A. BOARD MEETINGS/AGENDAS

Notice of a Board meeting and a copy of the meeting agenda shall be provided to the Association President or his/her designee prior to each scheduled Board meeting.

#### B. BOARD MINUTES

A copy of all Board minutes shall be provided to the Association President or his/her designee.

#### C. INFORMATION

Information necessary to the processing of a grievance or the conduct of negotiations shall be provided to the Association upon request.

#### D. NEW EMPLOYEE INFORMATION

Names, addresses and building assignments of new employees shall be provided to the Association President within two (2) weeks of Board action to employ any such individuals.

#### E. USE OF DISTRICT FACILITIES AND EQUIPMENT

The Association shall have the right to reasonable use of District facilities, including meeting rooms, equipment and bulletin boards for the conduct of Association business, provided such use does not interfere with the Employer's operations. The Association shall pay a reasonable cost for use of all materials, supplies and equipment. Association materials may be sent through inter-school mail and shall be clearly marked as Association materials. Copies of general Association announcements shall be provided for each building principal.

F. DUES DEDUCTION

The Association shall annually on or before September 1 certify in writing to the Board the annual dues for the school year. The Board shall deduct from the pay of each employee current membership dues of the Association provided that at the time of such deduction there is in possession of the Board a written authorization for continuing dues deduction voluntarily executed by the employee. Such authorization shall continue in effect from year to year unless revoked in writing by the employee. Authorizations submitted prior to the 14th of the month shall take effect at the end of the first pay period of the following month. Pursuant to such authorization, the Board shall deduct membership dues beginning with the first pay check after ten (10) calendar days after receipt of the authorization form. Equal portions of the dues to be paid will be deducted from each pay check through the last paycheck of the work year.

G. NOTIFICATION OF ASSIGNMENTS

The Association shall receive written notification of all employee assignments within 15 days of the start of the school term.

H. LABOR - MANAGEMENT COMMUNICATIONS

For purposes of maintaining communication between Labor and Management, in order to discuss issues of mutual concern, the Superintendent or his/her designee, shall meet as needed at mutually agreed upon dates, times and places. These meetings shall occur, at a minimum, on a quarterly basis. Each party shall prepare and submit to the other any agenda at least one (1) week prior to a scheduled meeting.

I. ASSOCIATION BUSINESS

Representatives of the Association shall be permitted to transact Association business on school property provided such representative(s) make their presence known to the building principal upon entering the building and that such Association business may only be conducted during employee non-work hours (i.e., before and after work or during duty-free meal periods). The use of District facilities for the conduct of such Association business shall comply with subparagraph E of this Article.

J. ANNUAL CALENDAR

The Superintendent shall provide the Association President with a blank copy of the Illinois State Board of Education form calendar for the ensuing school year upon his/her receipt of the form. The Association may provide written calendar recommendations to the Superintendent for presentation to the Board prior to its adoption of the official school calendar. Such recommendations must be accompanied by written rationale for the same and must be received by the Superintendent prior to February 1st.

## ARTICLE VI

### WORKING CONDITIONS

#### A. WORK DAY / WORK WEEK

The regular full-time workday is as listed in Appendix A. The regular full-time work week shall be defined as the period Monday through Friday consisting of not more than forty (40) hours per week, as scheduled by the Superintendent. No overtime or other compensation shall be paid employees unless they work in excess of forty (40) hours per week. Overtime assignments made by the Assistant Superintendent for Business Affairs may be required of all employees.

#### B. OVERTIME

1. Employees working assigned, approved time in excess of forty (40) hours per week, shall be given either overtime pay or compensatory time at the rate of one and one-half times the employee's regular rate of pay. The employees may elect to take either overtime pay or compensatory time.

2. In the event overtime is required, the Assistant Superintendent for Business Affairs or his/her designee shall solicit volunteers to fill the overtime positions. In the event no volunteers are available or the volunteers available are unqualified in the opinion of the Assistant Superintendent for Business Affairs or his/her designee, overtime may be assigned. Overtime assignments will be made on a rotational basis at each work site to employees who normally do the work assigned. Reasonable advance notice will be given to employees assigned overtime.

3. Only forty-five (45) hours of compensatory time can be earned in a contract year. Use of compensatory time must be approved by the employee's immediate supervisor. Compensatory time earned must be used during the contract year in which it is earned or cashed in for pay at the pay rate in effect for the employee at the time the compensatory time was earned.

4. All overtime hours worked must be submitted on a time sheet to the building principal in accordance with the business office procedures for processing payroll. Time sheets

reflecting overtime hours worked should be submitted during the next pay period for payment. Requests for use of compensatory time off shall be submitted in writing to the building principal in accordance with the business office procedures for processing payroll.

5. Employees required to work on a holiday shall be paid at a rate two and one-half (2 1/2) times their regular rate of pay. In order to be paid for a holiday, an employee must work both the work day immediately before and after said holiday.

C. PAY DATE

1. Employees shall be paid bimonthly on the 15th and 30th of each month, unless the scheduled payday falls on a holiday or weekend, in which case the employee shall be paid on the workday preceding the holiday or weekend.

2. Employees who work full-time and whose work year is 176 or more days shall have the option of choosing between twenty (20) and twenty-four (24) pay periods. Eligible employees may elect such payment option during the first month of the employee's work year. Once such an election is made, the election cannot be changed until the start of the next work year.

D. MEAL PERIOD

Full-time employees shall be provided a duty-free meal break of at least thirty (30) minutes per work day.

E. UNIFORMS

The Board may require appropriate standards of dress and identification for custodial/maintenance employees. The Board shall determine the standards for uniforms. Full-time custodial/maintenance employees after completing three (3) months of services to the District shall be entitled to the following uniform allowances:

Initial order - Five shirts and three pairs of pants.  
Subsequent annual orders - as needed shirts and pants up to \$125.00.

Subsequent annual orders may include approved jackets providing there is no need for shirts or pants as determined by the head custodian and building administrator, and the order cost does not exceed \$125.

F. EQUIPMENT AND MATERIALS

1. The Board shall provide the equipment and supplies reasonably needed to accomplish tasks.

2. First aid kits and materials shall be available in each building.

G. UNSAFE OR HAZARDOUS WORKING CONDITIONS

Employees required to perform work which they believe is unsafe or hazardous or to perform tasks which they believe to endanger their health, safety or well-being shall make the concern known to the immediate supervisor. The immediate supervisor shall investigate the situation and respond to the employee's concern within a reasonable time.

H. DISPENSING MEDICINE

Only authorized employees shall be allowed to dispense medicine to the students.

I. PROBATION PERIOD

Any new employee shall be denominated a "probationary employee". The probationary period shall be six (6) consecutive months. A probationary employee may be discharged without recourse at any time prior to the end of the probationary period.

J. VACATION

1. Full-time employees working twelve (12) months shall begin to earn paid vacation days as of the first day of the month commencing after their date of hire ("days" means the number of hours in the normal full work day for the employee's job classification). Vacation time shall be earned at the rate of 1/12 of the applicable annual amount for each complete month of service according to the following schedule:

<u>Years of Service</u>	<u>Vacation Days Earned Each Year</u>
1-4	10
5	11
6	12
7	13
8	14
9-15	15
16 and over	20

No vacation time shall be earned any time in which an employee is on unpaid leave.

Full-time employees who have been employed by the District five (5) consecutive years will have the annual vacation time credited at the beginning of the work year, however, in the event the employee resigns, is dismissed, or for any other reason does not complete the full work year, then the Board shall deduct from the employee's paycheck an amount equal to the daily rate for any used but unearned vacation days for that year.

2. Upon separation from employment, employees employed for at least one (1) year shall be paid for any earned but unused vacation days.

3. Employees shall designate their requested vacation days a minimum of one (1) month in advance. Vacation shall normally be taken during June, July, and/or August when the regular school term is not in session, provided however, that employees may take up to one week (5 work days) of earned vacation during the regular school term with the approval of the immediate supervisor. Approved vacation schedules shall not be precedential regarding any other such request, provided however, that in the event of conflicts in vacation scheduling, preference shall not be given to the same employee in two consecutive years.

4. Requests for vacations shall be submitted to the administrator to whom the employee is responsible. The Superintendent or his designee shall keep a record of vacations earned and the date taken.

5. In case a holiday is observed on any day during an employee's regular vacation, an additional day off with pay shall be allowed. No extra time shall be allowed because of illness during vacation.

6. Vacations may be scheduled in one (1) day increments with seventy-two (72) hours advance notice and approval by the immediate supervisor.

K. HOLIDAYS

1. Paid holidays are set aside on the calendar on which full-time, twelve (12) month employees are not required to work but for which they receive work credit and are paid at their regular rate of pay.

2. Full-time, twelve (12) month employees who have been employed by the Board for at least two (2) months shall be granted the following holidays with pay:

Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve  
Christmas Day  
New Year's Eve (as declared by the Board)  
New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Casimir Pulaski Day  
Spring Holiday (as scheduled by the Board)  
Memorial Day

3. In the event that a paid holiday falls on a Saturday or Sunday, the scheduled work day immediately prior to or immediately following the actual holiday will be a non-work day as determined by the administration.

4. All full-time employees whose regular work year schedule is 176 days or more, but less than 260 days, shall annually be granted four (4) paid holidays.

L. WORK DAYS OUTSIDE OF WORK YEAR

Employees required to work additional days outside of their regular work year shall be compensated at their regular daily rate of pay for that school year for those days.

M. TIME CLOCK

Employees who have a regularly assigned work day that begins or ends outside of the time period of 7:00 a.m. to 4:30 p.m. Monday through Friday may be required to record their start and finish times and break times through the use of a time clock. All overtime worked by custodians may be required to be recorded through the use of a time clock. Guidelines and instruction on the use of the time clock will be provided by the administration.

N. WORKERS' COMPENSATION BENEFITS

Workers Compensation Insurance is carried for all employees by the Board of Education. The procedures to follow in case of injury on the job are included in the Employee Handbook.

## ARTICLE VII

### EMERGENCY SCHOOL CLOSINGS

#### A. NOTIFICATION PROCEDURES

When emergency school closings are required, the Superintendent, or his/her designee, will immediately notify the appropriate media of the need to close the schools. Employees will be notified at the beginning of the school year of the radio station(s) which will announce such closings.

#### B. SCHOOL CLOSING - LEAVE DAYS

When the schools are officially closed by the Superintendent, no leave days previously arranged by an employee will be deducted for such emergency days.

#### C. REPORTING TO WORK

1. In the event buildings are closed after employees have reported to work, such employees shall not experience a loss of pay.

2. In the event buildings are open for employees to work, an employee who is unable to report to work may utilize available personal leave or vacation time in order to avoid a loss of pay.

3. In the event buildings are closed, and the Assistant Superintendent for Business Affairs or his/her designee, requests an employee to report to work, the employee shall be paid at the rate of one and one-half (1 1/2) times their hourly rate of pay for time worked.

4. Twelve (12) month employees shall continue to receive their regular daily pay on days when buildings are closed due to emergencies.

## ARTICLE VIII

### LEAVES

#### A. SICK LEAVE

1. Each full-time employee shall be entitled to fifteen (15) earned days sick leave annually as set forth in Appendix A. Full-time employees who have been employed by the District two consecutive years will have the annual sick leave credited at the beginning of the work year, however, in the event the employee resigns, is dismissed, or for any other reason does not complete the full work year, then the Board shall deduct from the employees last paycheck an amount equal to the daily rate for any used but unearned sick days for that year.

Unused sick leave may accumulate up to 280 days. The Employer shall furnish each employee with a written statement at the beginning of each work year setting forth the total accumulated sick leave credit for the employee.

Employees who have accumulated sick leave days in excess of the maximum accumulation allowed above as of the execution date of this Agreement shall not have their accumulated sick leave days reduced to comply with that maximum.

2. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness of death in the immediate family or household (which includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, aunts, uncles, nieces, nephews and legal guardians), or birth, adoption, or placement for adoption.

3. Each employee shall notify his/her immediate supervisor of the need to take sick leave.

4. Part-time employees shall be entitled to prorated sick leave.

5. In addition to the earned sick leave days, up to three days shall be allowed at full pay during each year of this Agreement in the case of death in the immediate family of an employee. Any time required beyond the allotted days shall be assessed

against the accumulated sick leave. Bereavement leave shall not accumulate from year to year.

B. PERSONAL LEAVE

1. At the beginning of each work year, all full-time employees shall be credited with two (2) days of personal leave to be used for personal business which cannot be conducted outside regular work hours or for the observance of a recognized religious holiday.

2. Personal leave will be granted at the discretion of the employee's immediate supervisor with the approval by the Assistant Superintendent for Business Affairs upon written application for such leave by the employee. Such application shall be made at least two (2) days prior to such leave, provided that in extraordinary circumstances the Assistant Superintendent of Business Affairs may approve such application at a later time.

3. Part-time employees who have been employed by the District for a minimum of two consecutive years shall be entitled to prorated personal leave.

4. Any unused personal leave days at the end of the year shall not be cumulative from year to year as personal leave but shall be added to the employee's accumulated sick leave.

C. ACCIDENT OR INJURY LEAVE

An employee who is eligible to receive Illinois Worker's Compensation temporary disability benefits for a period of absence from employment may elect whether to take sick leave benefits or Worker's Compensation benefits during the period of disability. If the employee elects to take paid sick leave during the period of disability, said employee shall turn over to the District the amount of Worker's Compensation benefits received. If the employee elects to take the Worker's Compensation benefits during the period of disability, the said employee shall not have any reduction of accumulated sick leave credit. An employee who has exhausted his or her sick leave shall not receive a salary and shall not be required to turn over to the School District any Worker's Compensation benefits which he or she receives.

D. JURY DUTY

An employee shall experience no loss in salary because of jury duty, except that the Board of Education may make a deduction equal to the per diem pay received by the employee for such jury duty on days when he/she would otherwise have been at work.

E. GENERAL UNPAID LEAVES

Special leaves of absence without pay for up to one (1) year may be approved and granted at the discretion of the Board. Any such leaves granted shall be of no precedential force or effect.

F. CHILD CARE LEAVE

1. A parental leave of absence without pay shall be granted to full-time employees who have completed at least two (2) years of continuous service in the School District. Such leave shall not exceed one (1) year.

2. A request for such leave shall be presented in writing to the Superintendent or designee at least ninety (90) days prior to the commencement of the leave. The written request shall state the purpose for the leave, the leave commencement date and leave termination date.

3. Failure of an employee to deliver to the Superintendent a written statement of intent to return to work at least sixty (60) days prior to termination of the leave shall be construed and treated as an election not to return to work and as a resignation of employment.

4. An employee returning to work from parental leave shall retain prior earned seniority and accrued benefits, provided, however, that seniority and benefits shall not accrue during the leave period. Employees returning to work from parental leave shall be reinstated to a position similar to that held prior to the leave.

G. FAMILY MEDICAL LEAVE ACT (FMLA)

Eligible employees are entitled to leave according to the terms of the Family Medical Leave Act ("FMLA") subject to the following provisions:

1. **Definition of Eligibility**

"Eligible Employee" means an employee who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the twelve (12) months preceding the period of requested leave.

2. **Reason for Leave**

Eligible employees will be granted FMLA leave up to a total of twelve (12) weeks for one or more of the following conditions:

- a. The birth of a child, and to care for the newborn child.
- b. The placement with the employee of a child for adoption or foster care, and to care for the newly placed child.
- c. To care for the employee's spouse, child, or parent with a serious health condition.
- d. A serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

Employees whose spouse, son, daughter, parent, or next of kin: (1) is a member of the Armed Forces, including a member of the National Guard or Reserves; and (2) is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retirees list, for a serious injury or illness, are eligible to take up to twenty-six (26) workweeks of leave to care for said spouse, son, daughter, parent or next of kin, in accordance with the provisions of the National Defense Authorization Act as it amends the FMLA.

3. **Length of Leave**

The twelve (12) month period in which the twelve (12) weeks of leave may be taken will be calculated under a

rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Under this method each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.

4. **Sequence of Leaves**

Available FMLA leave shall include all other available leaves, including paid sick leave.

5. **Notice of Leave**

In any case in which the necessity for FMLA leave is based upon an expected birth or placement for adoption, or planned medical treatment for a serious health condition of the employee, family member, or member of the employee's household, the employee will provide the Superintendent with at least sixty (60) calendar days advance written notice of the date the leave is to begin. When the need for FMLA leave is due to unforeseen circumstances and advance notice is not practicable, the employee will provide notice of the need for such leave as soon as practicable.

6. **Coordination of Leaves**

When an employee contemplates leave in connection with the birth or adoption of a child, the following provisions will apply:

- a. For that portion of the pregnancy and recovery period where the employee is physically unable to perform the functions of his/her job, or for the adoption or placement for adoption of a child, the employee shall use paid accumulated sick and personal leave in accordance with 105 ILCS 5/24-6.
- b. Beginning with the period of disability preceding the birth of a child, or when the adopted child is received, the employee may elect to take leave of up to twelve (12) weeks pursuant to the Family and Medical Leave Act, depending upon how much FMLA leave the employee has used in the twelve (12) months preceding the start of the requested leave.

During the period of FMLA leave in which the employee is unable to perform the functions of his/her job, the employee must use any accumulated sick or personal leave. Upon exhaustion of sick and personal leave, the remainder of the leave shall be unpaid.

- c. An employee may elect to take child care leave pursuant to Article VIII (F) in connection with the birth or adoption of a child. Such leave will be unpaid and will be subject to the terms and conditions of Article VIII (F), Sections 1 - 4. While sick leave is not available for use during the period of child care leave, any portion of the leave that qualifies for FMLA leave will be deducted from the employee's remaining allotment of FMLA leave. Subject to the approval of the District's insurance provider, an employee on childcare leave may continue to participate in the District's health insurance plan by paying all of the required premiums.

7. **Change in Law**

FMLA leaves will be governed by the terms of the Act and the regulations issued by the U.S. Department of Labor, subject to the terms of this Agreement. In the event the Family Medical Leave Act is repealed, then this Section of this Article will no longer be in force and effect.

H. ASSOCIATION LEAVE

Representatives of the Association shall be allowed a cumulative total of three (3) days leave per year for Association business. The employee(s) shall be paid at their regular daily rate provided that the Association reimburses the School District for the cost of any substitutes.

## ARTICLE IX

### EVALUATION

Realizing that employee performance may change over a period of time and that the quality of service requires periodic review, the following procedures shall be followed for evaluating employees. All evaluations shall be conducted in good faith.

#### A. OBSERVATION

Formal observation of employee performance shall be conducted with the knowledge of the employee. However, each employee shall recognize that his/her performance may be considered to be under observation when conducted in person during the regular work day.

#### B. NOTIFICATION

Whenever possible, within two (2) weeks after the beginning of the school term, the employee's immediate supervisor shall notify the employee of the evaluation procedures, standards and instrument to be used in evaluating the employee. The employee shall also be notified as to who shall be the evaluator. New employees shall receive this information within two (2) weeks of the first day of employment.

#### C. EVALUATION PROCESS

1. Each probationary employee shall be evaluated in writing by his/her immediate supervisor at least once during the probationary period, provided, however, that said evaluation shall be preceded by a period of not less than fifteen (15) work days.

Non-probationary employees shall be evaluated in writing by the immediate supervisor at least once each work year, provided however, that said evaluation shall be preceded by a period of not less than thirty (30) work days.

2. The employee and the immediate supervisor shall meet to discuss the evaluation, at which time the employee shall be given a copy of his/her evaluation. In the event an employee

disagrees with the formal evaluation, he/she may put in writing his/her objections, which shall be dated and attached to the evaluation at issue. A copy of the evaluation and the employee's response, if any, will be placed in the employee's personnel file.

D. EVALUATION INSTRUMENT

Changes to the instrument used to evaluate employees shall be accomplished through a joint committee of representatives of the Board and the Association.

## ARTICLE X

### EMPLOYEE PROTECTION

#### A. ASSAULT ON EMPLOYEES

An employee assaulted while performing duties on behalf of the Board shall promptly report the incident to the Superintendent or his/her designee. In the event the assault renders the employee incapable of performing his/her duties, the employee may use accumulated sick leave, or if the employee receives worker's compensation benefits, the Board shall continue to pay the employee the difference between the worker's compensation benefits and the employee's base salary for the first thirty (30) days that the employee is disabled. Under no circumstances shall the employee receive more than 100% of his/her salary from any and all sources during this period. Thereafter, the employee may use accumulated sick leave during the disability period provided, however, that in the event the employee receives worker's compensation benefits for said disability, the employee in no event may receive more than 100% of his/her salary for the disability period.

The Board of Education shall provide protection from suit for employees as required in the School Code.

#### B. RIGHT TO REPRESENTATION

When an employee is required to appear before the Board or the administration concerning any matter which could adversely affect his/her employment, position, or salary, the employee shall be entitled to have a representative of the Association present. Further, when an employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the requirement at least 24 hours before the required appearance except where an emergency or extraordinary situation exists and the employee is required to appear before the Board as a result of such situation.

#### C. PERSONNEL FILE

1. Each employee shall have the right, upon written request, to review the contents of his/her personnel file. Any employee desiring to examine his/her file may be accompanied by an

Association representative, if desired.

2. An employee shall receive written notification of any item to be placed within the file and shall be provided with a copy of such item.

3. Each employee shall have the right to respond to any materials placed in his/her file. Any such response shall be attached to the file material.

4. Upon request, the employer will reproduce one copy of any materials in the employee's file.

D. POLITICAL ACTIVITY

Employees shall be guaranteed full rights of citizenship. It is understood that an employee is therefore guaranteed, among other citizenship rights, the right to join political parties, to support and assist political parties and candidates for public office, to lobby and take public positions with regard to issues affecting education generally and employees specifically, to establish, join and assist political action groups, and to campaign for and serve in public office, provided such activities will take place outside of working hours.

Employees are subject to the laws of the State of Illinois and the policies of the Board regarding prohibited political activities.

E. DISCIPLINE

The employer agrees with the tenets of progressive and corrective discipline, including, but not limited to, oral reprimand, written reprimand, suspension with or without pay, and discharge. However, nothing contained herein shall require the employer to exhaust any or all of the listed disciplinary techniques when a determination has been made of the need to discipline an employee.

## ARTICLE XI

### REDUCTION-IN-FORCE

#### A. DEFINITION OF REDUCTION-IN-FORCE AND SENIORITY

Reduction-In-Force shall be defined as a reduction in hours of an employee or the honorable discharge of an employee due to the decision by the employer to decrease the number of bargaining unit employees employed or to discontinue a particular type of service performed by employees in the bargaining unit.

Seniority shall be defined as the length of service as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. Seniority within a classification is calculated as each employee's total length of continuous service as a member of the CEAL bargaining unit. In the event that more than one individual bargaining unit member has the same starting date, position on the seniority list shall be determined by drawing lots.

#### B. PART-TIME SENIORITY

Part-time bargaining unit members shall accrue seniority on pro rata basis. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

#### C. CLASSIFICATIONS WITHIN BARGAINING UNIT

For purposes of this Agreement, each continuing employee shall earn seniority rights within one of the following classifications:

- a) custodians
- b) central office secretaries
- c) secretaries
- d) health aides
- e) K-12 instructional aides
- f) clerical aides
- g) special education aides
- h) temporary/seasonal employees
- i) library aides / technology aides / technology manager's assistant

D. SENIORITY LIST

Annually, the administration shall prepare, maintain and post a seniority list. A copy of said list and subsequent revisions shall be provided to the Association.

E. LOSS OF SENIORITY

1. Seniority shall be lost upon the following:

- a) resignation
- b) dismissal
- c) retirement

2. Seniority is retained but shall not accrue during the following:

- a) layoff
- b) unpaid leave of absence

F. REDUCTION PROCEDURES

If the bargaining unit member(s) is/are removed or dismissed as a result of a decision by the employer to decrease the number of bargaining unit employees or to discontinue a particular type of bargaining unit service, written notice shall be given to the employee(s) by registered mail at least sixty (60) days before the end of the school, together with a statement of honorable dismissal and the reasons therefore. Employees hired after January 1, 1998, shall be entitled to written notice of reduction in force by either certified mail, return receipt requested, or personal delivery, with receipt at least thirty (30) days before the employee is removed or dismissed.

The employee(s) with the shorter length of seniority within his/her respective classification (as defined in subparagraph 1, above) shall be dismissed first provided, however, that for purposes of implementing this provision an employee's seniority rights shall be those earned in the classification of position held at the time the reduction-in-force occurs. Additionally, any aide whose position has been eliminated under this provision shall receive consideration for available vacant positions for which the aide is qualified.

G. RECALL RIGHTS

1. If the employer has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the position thereby becoming available within the specific classifications (as defined in subparagraph 1, above) shall be tendered to the employee(s) so removed or dismissed from that classification, so far as they are qualified to hold such positions.

Notice of recall shall be sent by certified mail to the employee's last known address as listed with the Business Office. Failure of the employee to accept the available recall position within fifteen (15) calendar days from receipt of the recall notice shall extinguish all recall, seniority and employment rights of said employee.

2. Employees removed or dismissed pursuant to Paragraph 11-F. above, may continue to participate in District employee insurance programs as allowed by law, provided, however, that such continued participation shall be at the employee's expense.

**ARTICLE XII**

JOB DESCRIPTIONS

Job descriptions providing minimum required skills and duties shall be made available to employees and the Association upon request. Annually, the Association and/or members of the bargaining unit may submit recommended changes in job descriptions to the Board of Education.

**ARTICLE XIII**

VACANCIES, TRANSFERS, AND PROMOTIONS

A. DEFINITION OF VACANCY

A vacancy shall be defined as a newly created position or a present position which is not filled.

B. POSTING OF VACANCIES

All vacancies shall be posted in a conspicuous place in each building for a period of five (5) work days. Said posting shall contain the following information:

- a) position
- b) work location
- c) work assignment
- d) starting date
- e) pay rate
- f) work hours
- g) job descriptions
- h) qualifications

C. APPLICATION AND SELECTION

Interested employees may apply in writing to the Superintendent, or designee, within the five (5) day posting period. Employees desiring notice of vacancies arising over the summer may receive such notice by leaving self-addressed stamped envelopes with the Superintendent or designee. Vacancies shall be filled by considering seniority in the bargaining unit, job skills, evaluation, education, training and abilities.

D. NOTIFICATION TO APPLICANTS

Within ten (10) work days after the position has been filled the Employer shall provide written notice to each applicant of its decision concerning the filling of the vacancy.

E. TRANSFERS

A transfer is defined as a change in an employee's assignment of school building(s), work shift, or major job responsibilities. Any employee may apply for a transfer. Such application shall be made to the Assistant Superintendent for Business Affairs. A transfer resulting from this process shall be considered voluntary. The parties recognize that in order to meet the needs of the District, it may be necessary to transfer an employee involuntarily. An involuntary transfer is defined as a transfer that is not voluntary and not at the employee's choice.

F. INVOLUNTARY TRANSFERS

Whenever the Superintendent or designee determines that the best interests of the District require a transfer of an employee, the Superintendent or designee shall first solicit qualified volunteers by posting the position. If no qualified volunteers are available, the administration may transfer an employee involuntarily after considering seniority in the District, job skills, evaluations, education, training and abilities.

Whenever an employee is subject to an involuntary transfer resulting in a substantially different assignment, the employee may request a conference with the appropriate administrator to discuss the transfer. The employee so transferred may resign his/her position rather than accept the transfer. An employee transferred involuntarily shall receive consideration in any requested transfer for future vacancies. Consideration shall mean the right to apply for such position and the scheduling of an interview for said employee. If the employee's transfer application is rejected, the employee shall be given written reasons for such rejection.

**ARTICLE XIV**

COMPENSATION AND FRINGE BENEFITS

A. Employees shall be paid pursuant to Appendix "C" of this Agreement, with the exception of those employees whose pay rate is not on the salary schedule as a result of longevity with the District. Those employees whose salary rate is not reflected on any of the salary schedules found in Appendix "C" of this Agreement shall receive an annual salary increase for the duration of the Agreement as follows:

<u>Effective Date of Increase</u>	<u>Percentage (%) Salary Increase</u>
July 1, 2011 - June 30, 2012	3% over the base rate for 2010-2011
July 1, 2012 - June 30, 2013	4% over the base rate for 2012-2013

Raises will take effect annually on July 1.

Employees whose normal work year is 200 days or less will not receive the increase for the next year as indicated above if employment began in the second semester, however, such employees shall receive the increase for each year thereafter.

Twelve month employees hired after January 1 will not receive the increase for the next year as indicated above, however such employees shall receive the increase for each year thereafter.

B. New employees may be placed on the salary schedule at a step no higher than Step 4 for comparable, similar work experience. New employees shall have their appropriate salary placement determined and adjusted as per the schedule in Appendix C.

Information on the placement on the schedule of all newly hired employees will be provided to the Association president by the Board.

Newly hired employees shall receive reimbursement up to \$50 for the required physical examination after six (6) months of employment.

C. A one-on-one special education aide who is assigned to a student for the entire school day with the exception of the duty-free lunch period shall be paid for one (1) extra hour per day for each day that the aide performs the assignment. The determination of such an assignment shall be made by the administration.

D. The Board shall provide insurance coverage as specified on Appendix "D" attached hereto.

E. The Board shall pay a longevity stipend to full-time, twelve-month employees as follows:

Upon an employee's completion of the tenth (10th) year of consecutive full-time service to the district, a longevity stipend of \$325.00 will be paid annually to the employee as part of his/her regular pay.

Upon an employee's completion of the fifteenth (15th) year of consecutive full-time service to the district, a longevity stipend of \$425.00 will be paid annually to the employee as part of his/her regular pay.

Upon an employee's completion of the twentieth (20th) year of consecutive full-time service to the district, a longevity stipend of \$575.00 will be paid annually to the employee as part of his/her regular pay.

The Board shall pay a longevity stipend to full-time, employees working less than twelve months as follows:

Upon an employee's completion of the tenth (10th) year of consecutive full-time service to the district, a longevity stipend of \$250.00 will be paid annually to the employee as part of his/her regular pay.

Upon an employee's completion of the fifteenth (15<sup>th</sup>) year of consecutive full-time service to the district, a longevity stipend of \$350.00 will be paid annually to the employee as part of his/her regular pay.

Upon an employee's completion of the twentieth (20th) year of consecutive full-time service to the district, a longevity stipend of \$500.00 will be paid annually to the

employee as part of his/her regular pay.

F. Any employee who must use his/her automobile when on school business or to travel from one (1) school to another within the District because of a regular assignment shall be reimbursed at a rate per mile equal to the current rate approved by the Internal Revenue Service. Such reimbursement shall not include routine travel to and from the employee's home and the school.

In addition to the above mileage reimbursement, each employee who must travel from one (1) school to another as part of his/her regular assignment will be compensated one-hundred dollars (\$100) per semester.

G. All employees shall be paid on the 15th day and 30th day of each month. In the event a payday falls on a holiday or weekend, the payday shall be the last work day before the holiday or weekend.

H. When an employee is required to call substitutes from his/her home on his/her personal telephone as a regular responsibility of his/her job, the employee shall be reimbursed at the rate of \$1.00 per call provided the appropriate claim documents are submitted and approved. Reimbursement shall occur after each semester in the school year. Additionally, said employee shall receive a stipend of \$500 per semester or a prorated share of this amount based upon the number of days said employee is required to provide this service. In the event the District uses bargaining unit employees to perform substitute calling duties, a joint administrator/CEAL committee shall be formed to make recommendations to the Superintendent concerning changes in the system for substitute calling. Among the individuals selected for this committee shall be those employees presently performing such calling duties. Working in an unpaid capacity, this committee shall be made up of three (3) administrators and three (3) employees appointed by the CEAL President and shall make recommendations to the Superintendent within thirty (30) days of convening.

I. The Board shall reimburse an employee for tuition related to advancement in education/training provided that such education/training meets the following criteria:

- a. Job related as determined by the Superintendent or his designee.
- b. Preapproved by the Superintendent or his designee
- c. If graded, a minimum grade of "C" is required

Notification of course completion and grade received shall be provided to the Superintendent or his designee in order to be eligible for reimbursement.

From time to time, the Board may require attendance at job related training sessions. Tuition costs for such sessions shall be paid by the Board.

The granting or denial of approval for tuition reimbursement shall not create a practice or a precedent, and the decision shall not be subject to review.

When an employee is required to attend job-related training sessions on non-work time, the employee shall receive compensatory time off equivalent to the amount of time spent in such training. Use of compensatory time must be arranged with and approved by the immediate supervisor and must be used within the contract year in which it is earned. Unused compensatory time remaining at the end of the contract year in which it was earned may be cashed in for pay at the regular pay rate in effect for the employee at the time the compensatory time was earned.

J. Employees who participate in professional development activities on non-work time, such as workshops or on-line training courses, which are pre-approved by the Superintendent or his designee, will be compensated at their hourly rate upon submission of proof of participation.

For instructional aides employed as of July 1, 2005, the Board will make available study materials to assist the aides in meeting the requirements for the State paraprofessional approval, and the Board shall reimburse these aides for the fee related to the initial test.

K. During the final year prior to retirement, the Board shall provide a salary increase of ten percent (10%) over the then current year's salary to any classified employee who has fifteen years or more of full-time service to the District. In addition, the Board will pay a service stipend to the retiree of \$5.00 for each unused sick day accumulated during the employee's service in District 202. Sick days accumulated in excess of those available for credit for one year of service from IMRF shall be paid at a rate of \$10.00 per day.

The Board shall reimburse the retiree annually for the cost of medical insurance upon proof of payment by the retiree for such medical insurance. This Board medical insurance reimbursement shall not exceed the following schedule:

15 through 19 consecutive years of service to the District - \$1,500 per year up to five (5) years or qualification for Medicare, whichever shall occur first.

20 through 24 consecutive years of service to the District - \$1,750 per year up to five (5) years or qualification for Medicare, whichever shall occur first.

25+ consecutive years of service to the District - \$2,000 per year up to five (5) years or qualification for Medicare, whichever shall occur first.

As a condition for qualification of the retirement benefits stated above, an employee must submit a retirement request to the Superintendent no later than six months prior to the effective date for retirement during any year of this Agreement. The request must set forth the retirement date for the employee and may not be rescinded without Board approval.

The Board may limit the number of employees approved for retirement under this program in any year to thirty percent (30%) of those eligible.

L. Early Retirement - In the event the Board desires to offer a retirement program, the Board and the Association shall negotiate the terms and conditions of the program.

## ARTICLE XV

### EFFECT OF AGREEMENT

#### A. CONTRACTUAL AMENDMENTS

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

#### B. INDIVIDUAL CONTRACTS

Any individual contract between the Employer and an individual Bargaining Unit Member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

#### C. CONTRACT VS. BOARD POLICY

This Agreement shall supersede and have precedence over any rules, regulation or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer. All past practices not herein set forth are cancelled.

#### D. SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any Bargaining Unit Member or Employee of group of Bargaining Unit Members or Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued.

**ARTICLE XVI**

DURATION

This Agreement shall be effective on July 1, 2011 and shall continue in effect until 11:59 p.m., June 30, 2013.

CLASSIFIED EMPLOYEES  
ASSOCIATION OF LISLE

BOARD OF EDUCATION  
LISLE COMMUNITY UNIT  
SCHOOL DISTRICT 202

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
Secretary

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX A**

<b>POSITION</b>	<b>HOURS/ DAY</b>	<b>HOURS/ WEEK</b>	<b>SICK DAYS</b>	<b>PERSONAL DAYS</b>	<b>PAID VACATION DAYS PER YEARS OF SERVICE</b>	<b>PAID HOLIDAYS</b>
<b>CUSTODIANS:</b>						
<b>Full - Time</b>						
(260 Day Year)	8	40	15	2	See Article VI J.1	See Article VI K 1.,2.
(200 Day Year)	8	40	15	2	None	See Article VI K 4.
<b>Part - Time</b>						
	Varies	Varies	See Art. VIII	None	None	None
<b>SECRETARIES:</b>						
<b>Full - Time</b>						
(260 Day Year)	8	40	15	2	See Article VI J.1	See Article VI K 1.,2.
(200 Day Year)	8	40	15	2	None	See Article VI K 4.
(190 Day Year)	8 (H.S.& Jr. H.S)	40	15	2	None	See Article VI K 4.
	7.5 (Elem)	37 1/2	15		None	See Article VI K 4.
<b>Part - Time</b>						
	Varies	Varies	See Art. VIII	None	None	None
<b>AIDES:</b>						
<b>Full - Time</b>						
Instructional (176 Day Year)	6 - 8	30 - 40	15	2	None	See Article VI K 4.
IMC Aides (178 Day Year)	6 - 8	30 - 40	15	2	None	See Article VI K 4.
Clerical (176 Day Year)	6 - 8	30 - 40	15	2	None	See Article VI K 4.
Health (180 Day Year)	6 - 8	30 - 40	15	2	None	See Article VI K 4.
Technology (176 Day Year)	6 - 8	30 - 40	15	2	None	See Article VI K 4.
<b>Part - Time</b>						
	Varies	Varies	See Art. VIII	None	None	None
Technology Services Assistant (176 to 220 Day Year )	8	40	15	2	None	See Article VI K 4.

**APPENDIX B**

**SHORT TERM & PARENTAL LEAVE OPTIONS SUMMARY**

	<b>FAMILY MEDICAL SICK LEAVE</b>	<b>LEAVE ACT</b>	<b>PARENTAL LEAVE</b>
ELIGIBILITY	All Full-time Employees, Part-time Employees for Minimum of Two Years (Prorated)	Employees Employed for Minimum of One Year and Working Minimum of 1,250 Hours in Year Prior to Leave	Full-time Employees Who Have Completed at Least Two Years of Continuous Service
MAXIMUM LENGTH	Length of Illness or Until Permitted to Return to Work or Until Sick Leave is Exhausted  Must Be Used Concurrently with FMLA	12 Weeks During Any 12-Month Rolling Period  Must Be Used Concurrently with Sick Leave	1 Year
APPLICATION DATE	As Soon as Need for Sick Leave is Known	Foreseeable: As Soon as Need for Leave is Known - Notice is Required No Later than 60 Days Prior to Date Leave is to Begin. Unforeseeable: As Soon as Practical after Leave Begins	Per Agreement
RETURN TO WORK	When Sick Leave Exhausted or Need for Leave is Removed	Notify District in Writing of Intent to Return 30 Days Prior to End of Leave	Notify Superintendent 60 Days Prior to Termination of Leave
INSURANCE	Premiums Paid as Though Employee Was Working	Premiums Paid as Though Employee Was Working	Full Premiums Paid By Employee
WAGES	Paid	Paid if Employee Has Sick Days Available and Leave Qualifies for Sick Leave.  Otherwise, Unpaid	Unpaid

**APPENDIX C**

**Hourly Pay Rate Schedule**

	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step10</u>
<b>AIDES</b>											
2011-2012	\$ 12.08	\$ 12.23	\$ 12.38	\$ 12.55	\$ 12.72	\$ 12.90	\$ 13.09	\$ 13.28	\$ 13.48	\$ 13.67	\$ 13.88
2012-2013	\$ 12.41	\$ 12.56	\$ 12.72	\$ 12.88	\$ 13.05	\$ 13.23	\$ 13.42	\$ 13.61	\$ 13.81	\$ 14.02	\$ 14.22
<b>CUSTODIANS</b>											
2011-2012	\$ 13.58	\$ 13.73	\$ 13.88	\$ 14.04	\$ 14.21	\$ 14.39	\$ 14.56	\$ 14.75	\$ 14.96	\$ 15.15	\$ 15.36
2012-2013	\$ 13.97	\$ 14.12	\$ 14.28	\$ 14.44	\$ 14.60	\$ 14.78	\$ 14.96	\$ 15.15	\$ 15.35	\$ 15.56	\$ 15.75
<b>EVENING CUSTODIANS</b>											
2011-2012	\$ 13.97	\$ 14.12	\$ 14.27	\$ 14.44	\$ 14.61	\$ 14.78	\$ 14.97	\$ 15.15	\$ 15.36	\$ 15.56	\$ 15.75
2012-2013	\$ 14.38	\$ 14.53	\$ 14.69	\$ 14.84	\$ 15.02	\$ 15.20	\$ 15.37	\$ 15.57	\$ 15.75	\$ 15.98	\$ 16.19
<b>NIGHT CUSTODIANS</b>											
2011-2012	\$ 14.25	\$ 14.40	\$ 14.55	\$ 14.71	\$ 14.89	\$ 15.05	\$ 15.24	\$ 15.42	\$ 15.63	\$ 15.81	\$ 16.03
2012-2013	\$ 14.67	\$ 14.82	\$ 14.98	\$ 15.15	\$ 15.30	\$ 15.48	\$ 15.65	\$ 15.85	\$ 16.04	\$ 16.26	\$ 16.45
<b>HEAD CUSTODIAN</b>											
2011-2012	\$ 15.72	\$ 15.87	\$ 16.02	\$ 16.19	\$ 16.36	\$ 16.53	\$ 16.70	\$ 16.91	\$ 17.10	\$ 17.30	\$ 17.50
2012-2013	\$ 16.20	\$ 16.35	\$ 16.51	\$ 16.66	\$ 16.83	\$ 17.01	\$ 17.19	\$ 17.37	\$ 17.58	\$ 17.78	\$ 17.99
<b>H.S. HEAD CUSTODIAN</b>											
2011-2012	\$ 16.02	\$ 16.17	\$ 16.33	\$ 16.49	\$ 16.66	\$ 16.81	\$ 16.99	\$ 17.20	\$ 17.38	\$ 17.60	\$ 17.80
2012-2013	\$ 16.51	\$ 16.66	\$ 16.82	\$ 16.98	\$ 17.15	\$ 17.32	\$ 17.48	\$ 17.67	\$ 17.89	\$ 18.08	\$ 18.30
<b>SECRETARY 1</b>											
2011-2012	\$ 13.91	\$ 14.06	\$ 14.22	\$ 14.38	\$ 14.55	\$ 14.72	\$ 14.90	\$ 15.09	\$ 15.29	\$ 15.48	\$ 15.69
2012-2013	\$ 14.32	\$ 14.47	\$ 14.62	\$ 14.79	\$ 14.96	\$ 15.13	\$ 15.31	\$ 15.49	\$ 15.69	\$ 15.90	\$ 16.10
<b>SECRETARY 2</b>											
2011-2012	\$ 11.82	\$ 11.97	\$ 12.12	\$ 12.29	\$ 12.47	\$ 12.64	\$ 12.82	\$ 13.01	\$ 13.21	\$ 13.42	\$ 13.61
2012-2013	\$ 12.12	\$ 12.29	\$ 12.45	\$ 12.61	\$ 12.78	\$ 12.97	\$ 13.14	\$ 13.33	\$ 13.53	\$ 13.74	\$ 13.96
<b>TECHNICAL ASSISTANTS</b>											
2011-2012	\$ 14.91	\$ 15.06	\$ 15.21	\$ 15.38	\$ 15.55	\$ 15.72	\$ 15.91	\$ 16.09	\$ 16.30	\$ 16.50	\$ 16.69
2012-2013	\$ 15.36	\$ 15.51	\$ 15.66	\$ 15.82	\$ 16.00	\$ 16.17	\$ 16.35	\$ 16.54	\$ 16.73	\$ 16.95	\$ 17.16

**APPENDIX D**

GROUP INSURANCE PROGRAM

Briefly, the coverages provided are:

SCHEDULE OF BENEFITS

Life Insurance Benefits

All Employees	\$35,000
Accidental Death and Dismemberment Spouse	\$25,000 \$10,000
Covered Children	
7 days to 6 months	\$ 100
6 months and over	\$ 1,000

Medical Expense Benefits

Note: All hospital confinements are subject to a mandatory preadmission review program administered by Cost Care, Inc. All Employees covered by the EBC plan must notify Cost Care on a timely basis as stated in the plan brochure. Failure to comply with this requirement will result in a 20% reduction of normal hospital and surgical benefits to a maximum penalty of \$1,500 per confinement.

Room and Board	Standard Semi-private Room Rate
Hospital Services	Reasonable/Customary
Ambulance Benefits	Reasonable/Customary
Surgical Benefits	Reasonable/Customary
Doctors Calls in Hospital	Reasonable/Customary
Maternity Benefits, Including Mis- Carriage & Caesarean	Reasonable/Customary
Dependent Coverage to Age 23	

\* All eligible expenses are paid at 80% of the first \$2,500 and 100% thereafter in any one calendar year.

Deductible - Per Calendar Year	\$300
Maximum Amount Payable per Lifetime	\$1,000,000

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Dental Expense Benefits

Benefit - Dental \$1,500 per calendar year  
Benefit - Orthodontia \$1,000 per lifetime

Deductibles:

Dental  
(Does not apply to Preventive or Orthodontia) \$25 per calendar year per individual (3 personal maximum per calendar year)

Orthodontia \$50 per lifetime

Copayment Percentage For:

Preventative Services 100%  
Basic Services 80%  
Major Services 50%  
Orthodontia 50%

Vision Insurance

Vision insurance shall be offered to employees through Vision Service Plan. The benefits briefly stated are:

Prepaid Program -

Employee receives vision care service from a VSP participating doctor:

Services provided at no out-of pocket cost:

- One (1) Vision Exam per year per covered person
- Lenses
- Contact Lenses - (For medical reasons where problem cannot be corrected with spectacle lenses - full coverage)
- Contact Lenses - (For cosmetic purposed - reduced benefit)
- Frames - Benefit varies depending on selection

Reimbursement Program - Employee receives vision care service from a non-participating doctor:

Reimbursement schedule provided in current plan document

**APPENDIX D (Page 3)**

PREMIUM PAYMENTS

Life and Vision Insurance

The District share of the monthly premium shall be 80% and the employee share of the monthly premium shall be 20%.

Dental Insurance

The District share of the monthly premium shall be 85% while the employee share of the monthly premium shall be 15%.

Medical Insurance

The District share of the monthly premium shall be 82% while the employee share of the monthly premium shall be 18% toward the cost of employee only coverage, employee plus one coverage, or employee plus more than one coverage for each eligible employee.

GROUP INSURANCE PROGRAM

1. To be eligible to participate in the group insurance program, an employee must be scheduled to regularly work thirty (30) hours per week.
2. There will be a new open enrollment period from May 1st to May 31st. Insurance changes made during the open enrollment period will become effective on the following first day of July.
3. Effective date of coverage will be the first day of employment for new employees.
4. Where the husband and wife are employed by the District, each may elect his/her own individual insurance plan if desired providing each is eligible for insurance coverage. However, once either the husband or wife elects a family insurance plan, the spouse would then become a dependent on that plan.

As is required by law the Board of Education offers an alternative insurance program, Health Maintenance Organization

**APPENDIX D (Page 4)**

through HMO, Illinois. This program covers medical coverage only. Life Insurance is provided through the Educational Benefit Cooperative with amounts of coverage the same as stated previously. Items 1, 2, and 3 on this page are also applicable to the HMO coverage.

FLEXIBLE BENEFIT PLAN

1. The Board shall maintain a cafeteria plan and flexible spending account which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

2. An employee may annually elect to participate by choosing to receive benefits not to exceed \$10,000.00 in any plan year. The amount elected shall be deducted from the employee's compensation. The initial plan year shall begin on September 1, 1996 and end on August 31, 1997. Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. premiums for group medical, dental and other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board; and
- b. expenses related to medical, dental and dependent care not reimbursable under an insurance plan, to the extent such expenses are not paid by the Board.

3. The amount designated may not be changed during the plan year except if there is a change in family status or other circumstances provided in the Regulations issued by the Internal Revenue Service.

4. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payments during the plan year.

5. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual employee.

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6. Any costs attributable to initial start-up of the plan will be paid by the Board. Administrative costs, if any, of the plan will be paid by the Board, which reserves the right to select the plan administrator.

7. The District Insurance Committee shall recommend the plan administrators to the Board.