

OFFICIAL COPY

CONTRACT AGREEMENT BETWEEN

COMMUNITY UNIT SCHOOL DISTRICT NO. 5

STERLING ASSOCIATION OF EDUCATIONAL

SUPPORT PERSONNEL, IEA/NEA

AND

BOARD OF EDUCATION

OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5

STERLING, ILLINOIS

2007- 2010

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ARTICLE I RECOGNITION

- 1.1** The Board of Education of Sterling Community Unit District No. 5, hereinafter called the "Board" hereby recognizes Sterling Association of Educational Support Personnel, IEA-NEA, hereinafter called the "Union" or the "Association" as the sole and exclusive bargaining representative for the following classified permanent, full-time, non-supervisory employees who are in the following classification: secretaries (including Registrar), District Office personnel, custodians, building and grounds maintenance workers, delivery and mail receiving clerks, library aides, technology aides, nurses , special education aides, and building aides; specifically excluding from said bargaining unit the assistant to the Director of Human Resources, all seasonal, casual, part-time probationary, supervisory, confidential and managerial employees and all who are involved in hiring, evaluation or administrative-described positions.
- 1.2** The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Board.
- 1.3** A "full-time" employee hereunder shall be defined as a classified employee who works at least twenty (20) hours or more per week.

ARTICLE II MANAGEMENT RIGHTS

- 2.1** The Board continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority which the Board has not abridged, delegated or modified by the express provisions of this Agreement is retained by the Board. The rights of the Board, through its management officials, include, but are not limited to, the following:
- A.** Determine the overall budget of the Board;
 - B.** Determine, control and exercise discretion over the organization and efficiency of operations;
 - C.** Hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the employer;
 - D.** Suspend, demote, discharge, or take other disciplinary action against the employees for proper cause;
 - E.** increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for violation of health or safety rules;
 - F.** reallocate positions to higher or lower classifications;
 - G.** establish, modify, combine, or abolish job classifications;

- H. determine the purpose of each of its service areas;
 - I. set standards for services to the public;
 - J. determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
 - K. change or eliminate equipment or facilities.
- 2.2 School nurses may be required to administer medications to students whose parents or guardians request such and in order to fulfill the requirements of the Board policy on said issue. The Board shall defend and hold harmless such personnel, as well as any other employee who is asked to administer medications, for any negligent act resulting from such administration of medications, in the event suit is brought against the employee and/or the District. The District shall attempt to provide a substitute nurse, or whenever the regular nurse is “present,” but unavailable, a designated secretarial position in each building shall perform certain first aid functions. Any individual employed in such a designated secretarial position must be certified in first aid and CPR, with any necessary training to be provided by the District. Additionally, any individual employed in such designated secretarial position shall receive one dollar (\$1.00) per hour premium for all hours worked.

ARTICLE III GRIEVANCE PROCEDURE

- 3.1 **Definition:** A grievance is a dispute or complaint raised by a classified employee, or by a group of classified employees (with respect to a single common issue) covered by this Agreement against the Board involving as to him or her the meaning, interpretation or application of the express provisions of this Agreement.
- 3.2 **Time Limit for Filing:** No grievance shall be entertained or processed unless it is submitted within fifteen (15) business days after the employee concerned has become aware or should have become aware, through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Board’s last answer. If the Board or its designee does not answer a grievance, or an appeal thereof, within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Board and the Union representatives involved in each Step. The term “business day” as used in this Article shall mean the weekdays Mondays through Fridays, inclusive, and excludes Saturdays, Sundays, holidays and other days during which the District Business Office is not open.
- 3.3 **A grievance shall be processed in the following manner:**
- A. **Step 1:** An attempt shall be made to resolve any grievance in informal, verbal

discussion between the grievant and his/her immediate supervisor. If, after such informal discussion, the grievant is not satisfied with the disposition of the matter, the employee may submit a grievance as described below.

- B. Step 2:** If the grievance is not settled in Step 1, the employee shall submit a grievance as follows: custodial, grounds maintenance, and receiving and delivery classified employees shall submit it to the Supervisor of Buildings and Grounds or his appointed designee; all other classified employees shall submit it to his or her immediate supervisor or his or her appointed designee, provided that any said grievance shall be in writing and signed by the aggrieved employee. It shall state the article, section and clause allegedly violated and the specific remedy sought. The Supervisor of Buildings and Grounds or the immediate supervisor (or their appointed designee) shall give grievant a written answer within ten (10) business days after such presentation.
- C. Step 3:** If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be referred in writing to the Superintendent or his appointed designee within ten (10) business days after the Supervisor of Buildings and Grounds or immediate supervisor's (or their appointed designee's) answer is given in Step 2. The Superintendent, or his designee, shall discuss the grievance within ten (10) business days with the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Superintendent, or his designee, shall give his written answer to the Union within twenty (20) business days following their meeting.
- D. Step 4: Arbitration** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within twenty (20) business days after receipt of the Superintendent's answer in Step 3. The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Either party may reject one (1) entire panel. Both the Board and the Union shall have the right to strike two (2) names from the panel. One (1) party shall strike the first name, the other party shall then strike a second name, the first party a third name, and other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his or her selection by a joint letter from the Board and the Union requesting that he or she set a time and place, subject to the availability of the Board and Union representative. All arbitration hearings shall be held in Sterling, Illinois, unless the parties mutually agree otherwise.
- E.** The arbitrator shall act in a judicial, not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him or her. In the event the arbitrator finds a violation of the terms of this Agreement, he or she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way from the agreement. The arbitrator shall submit in writing his or her decision

within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

F. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcripts.

3.4 **Bypass**: If the Union and the Superintendent, or his or her designee agrees, any step of the grievance procedure may be bypassed and the grievance brought directly to the next Step.

3.5 **Bypass to Arbitration**: If the Superintendent or his designee and the Union agree, a grievance may be submitted directly to arbitration.

3.6 **Scheduling**: Grievance filings and hearings shall be conducted at a time and place which will afford fair and reasonable opportunity for grievants and witnesses entitled to be present, to attend, and will be held, insofar as possible, after regular work hours of the personnel involved.

ARTICLE IV DISCIPLINE

4.1 **Probation and Probationary Periods**: Each newly hired or rehired employee becomes a probationary employee upon the date of his/her employment, and remains so until he or she has successfully completed the required probationary period. These required probationary periods shall be as set forth below:

A. Newly Hired Employees - Sixty (60) work days

B. Rehired Employees - Thirty (30) work days

During the probationary period, the probationary employee may be disciplined, or dismissed at the sole discretion of the Board, and neither the disciplinary action, nor dismissal may be the subject of a grievance.

4.2 Disciplinary action or measures may include, subject to the policies of the Board of Education of Community District No. 5, any or all of the following:

A. Oral reprimand;

B. Written reprimand;

C. Suspension;

D. Discharge.

Unless required to be retained by law, documentation (*i.e.*, oral reprimand, written reprimand or suspension) of any disciplinary action taken against an employee will be removed from an employee's personnel file after forty eight (48) months if no additional disciplinary action is taken during the intervening forty eight (48) months

- 4.3** The following is a representative list of employee actions and incidents of unsatisfactory performance which warrant consideration for discipline, including dismissal, suspension, or demotion of employees. This representative list shall include but not be limited to the following:
- A.** Unauthorized absence, except that an employee's failure to report to work or call the District concerning his or her need to be absent for three (3) or more consecutive work days shall be considered a resignation by the employee. However, the District will consider the circumstances of any employee who is unable to call the District due to his/her mental, physical or medical incapacitation.
 - B.** Conviction of any criminal act;
 - C.** Disorderly or immoral conduct;
 - D.** Incompetency or inefficiency;
 - E.** Insubordination;
 - F.** Use of alcoholic beverages while on duty;
 - G.** Use of illegal drugs while on duty;
 - H.** Neglect of duty;
 - I.** Negligence or willful damage to public property or waste of public supplies or equipment.
- 4.4** If the Employer has reason to reprimand a classified employee, it shall be done in a manner that will not embarrass the employee before other employees or the public, absent unusual circumstances.
- 4.5** A classified employee covered by this Agreement shall have the right to be represented by the Union if he or she requests when charged in writing with any misconduct or violation which may result in any disciplinary action.
- 4.6** No permanent classified employee shall be dismissed, suspended or demoted unless there is served upon said employee a written notice of dismissal, suspension or demotion, stating the reasons for the dismissal and the effective date thereof. A copy of said notice shall be given to the Union President also.

- 4.7 The determination by the Employer that a probationary employee is not qualified to attain full employment status is not subject to the grievance or arbitration procedure of this Agreement.

ARTICLE V NO-STRIKE CLAUSE

- 5.1 During the term of this Agreement, neither the Union or its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slow-down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Board.
- 5.2 The Union agrees to notify all Union officers and representatives of their obligations and responsibility of maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 5.1 to return to work.
- 5.3 The Board may discharge or discipline any classified employee who violates Section 5.1 and any classified employee who fails to carry out his responsibilities under Section 5.2. The Union agrees that the Board has the right to deal with any such slow-down, work stoppage, strike, or any other interference with work by imposing discipline, including discharge or suspension without pay on any, some, or all of the employees participating therein, and/or any, some, or all of the officers of the Union who so participate as the Board may choose.
- 5.4 Nothing contained herein shall preclude the Board from obtaining judicial restraint and damages in the event of a violation of this Article.
- 5.5 The Board will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union unless there is a violation of this Article by the Union.

ARTICLE VI SAFETY

- 6.1 The District recognizes its responsibility to provide rules for the safety of employees, students, and visitors within the school facilities. The Union recognizes the responsibility of its members to obey the safety rules and practices to enhance a safe environment for themselves and others.
- 6.2 Employees shall immediately report all accidents or injuries sustained by themselves or others in which they are involved. All custodial/maintenance employees shall report said accidents or injuries to the Office of the Supervisor of Buildings and Grounds. Other employees shall report said accidents or injuries to their immediate supervisors. Employees shall be required to complete the report forms made available by the District.
- 6.3 Every employee shall observe all safety rules which are established by the District and shall use such safety devices or equipment and procedures as required by District. Any infraction of any safety rule or procedure shall subject the employee to disciplinary action, including discharge.
- 6.4 An employee shall report immediately any unsafe working condition or work practice to his or her immediate supervisor. If the matter is not resolved it may be brought by the employee to the Assistant Superintendent.

**ARTICLE VII
UNION RIGHTS AND RESPONSIBILITIES**

- 7.1** The Board agrees to provide space on an existing designated bulletin board in each attendance center and district office. The Union bulletin board shall be used only for Union business matters such as:
- A.** Notice of Union electing and results of such elections;
 - B.** Notice of Union appointment;
 - C.** Notice of Union meetings and reports and minutes thereof;
 - D.** Notices related directly to Union business which shall not contain primarily political matters or materials containing criticism of or personal attacks upon the Board or school personnel.

At the time of posting of any notices on the Union bulletin board, the Union shall file one (1) copy of said notice or material with the Superintendent for his or her files and records.

All cost incident to preparing and posting of Union material will be borne by the Union. The Union is responsible for posting and removing material on its bulletin board and for maintaining same in an orderly and neat fashion.

- 7.2** The Union shall have the right to pass out individual notices and to use the regular intra-unit mail facilities for necessary distribution of nonpolitical announcements and similar material to the members of the Union. However, before any such material shall be distributed, a copy of any and all material so distributed shall be given to the Superintendent promptly upon such changes being made.
- 7.3** The Union shall submit each year to the Superintendent or designee a current list of officers and executive board, negotiating committee and stewards. Any changes in this list shall be submitted to the Superintendent promptly upon such changes being made.
- 7.4** The Board agrees that the Union shall have the right to use any school buildings for meetings outside of the employees' required work day upon forty-eight (48) hours prior request and approval of the building administrator or his or her designee provided that such use does not interfere with any school or community sponsored activities. The Union will clean up any premises used to the satisfaction of the building principal or a charge for the direct cost to the district may be charged to the Union. The Union will not have access to any school buildings for meetings after a Notice of Intent to Strike has been issued by the Union.
- 7.5** The Board agrees to print copies of this Agreement for each classified employee and the Union agrees to pay one-half ($\frac{1}{2}$) of the actual printing cost thereof and the Union shall be responsible for distributing them.

- 7.6** The Board agrees that the Union staff representative or representatives shall have reasonable access to the premises of the Board for legitimate Union business upon prior notice to the Building Administrator for all non-custodial/maintenance employee matters and the Supervisor of Buildings and Grounds for all custodial/maintenance staff matters.
- 7.7** The President of the Association and/or his/her designee shall be granted up to a maximum of five (5) days released time for the purpose of Association business. The Association shall be granted an additional ten (10) days subject to the following:
- A.** No more than five (5) days may be used by any one person.
 - B.** Said days shall be limited to use for resolving and/or preventing labor relation problems at the District or attendance at local association meetings.
 - C.** No more than one person per building may be absent at one time, except that either the principal (or an immediate supervisor), in his/her sole discretion, may permit additional employees to be absent.
 - D.** No more than three people per day, except in case of an Association building representative inservice in which case one representative from each building may attend, provided five (5) school days notice is given to the Superintendent or his designee.
 - E.** A forty-eight (48) hour advance notice shall be required.
 - F.** The Association shall reimburse the District for any substitutes hired during the released time. Such released time shall not be granted to the Association after the service of a Strike Notice by the Association.
- 7.8** Employees who are members of the Association and employees who are hired after the effective date of this Agreement shall be required to pay their fair share of the costs of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours and conditions of employment, commensurate with the dues uniformly required of members. The Fair Share fee shall not include any fees for contribution related to the election or support of any candidate for political office or other political contributions. The Association shall annually certify to the Board the amount constituting each non-member employee's fair share. Such certification shall be made in writing by the Association President and submitted to the business office by September 1 of each year.

In the event that the non-member employee does not pay his/her fair share fee directly to the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, the Board shall deduct such fair share fee from the earnings of the non-member employee and pay such amount to the Association no later than ten (10) days following such deduction. Such amount shall be deducted at a proportionate rate per pay period.

If a non-member declares the right of non-association based upon bonafide religious tenets or teaching of a church or religious body of which such employee is a member, such employee

shall be required to pay an amount equal to their fair share to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to reach agreement on the matter, the employee may select a charitable organization from a list established and approved by the Illinois Educational Labor Relations Board, or in the event no such Board is convened, such list shall be established by the Board of Education and the Association.

The Association shall indemnify and hold harmless the Board and all of its agents and employees from any and all claims, demands, suits, and costs incurred in connection with such claims, demands, or suits resulting from any reasonable action, or failure to act, by the Board or any of its agents or employees for the purpose of complying with the provisions of this article. The Board retains the right to select its own attorneys and the Association agrees to reimburse the Board for reasonable attorneys' fees incurred in connection with this provision.

- 7.9** The Association and the Administration shall work together to establish a comparability study which surveys the compensation of educational support personnel or similar support staff.
- 7.10** The education support personnel manual ("manual") shall contain general information regarding Board policies and practices which affect the unit members as employees. Additionally, the Administration shall annually review the manual with the unit members at an annual orientation meeting.
- 7.11** The Administration shall continually review job descriptions and job titles to ensure that they properly reflect the duties of the employees. The President of the Association shall be provided a copy of the job description under review and be permitted to give input.
- A.** Official job descriptions for each position in the Association will be maintained in the Personnel Office.
 - B.** Copies of job descriptions will be given to the President of the Association within thirty (30) days of the start of the school year.
 - C.** All employees will receive a copy of their job description.
- 7.12** The Association shall be entitled to representation on the school calendar committee and any appropriate district advisory committee.

ARTICLE VIII HIRING

- 8.1** **Posting:** The Administration shall post all job openings for bargaining unit employees on the Association bulletin board at each attendance center and the District Office. The job posting shall include a copy of the job description and shall contain the following information: (1) the title of the position; (2) the required qualifications; (3) the hourly rate of compensation and significant fringe benefits; and (4) the anticipated work hours and benefits. The parties acknowledge that it is not always feasible to specify the preceding information in the job posting. Therefore, during the peak hiring period, which shall be considered the month before and the month after the first day of school, the Administration shall only be required to specify such information when it is feasible to so. During the rest of the school year, the Administration

shall notify the Association President whenever it is not feasible to specify such information with the job posting. The job posting shall also state the deadline for submitting applications. Job openings shall be posted internally prior to external publication.

Notice of permanent bargaining unit vacancies shall be posted at each attendance center and on the bulletin board at the District office for ten (10) calendar days during the school year. During the summer, notice will be sent to the Union president ten (10) calendar days before such position is filled. Notice of any vacancies which occur during the summer between the last day of school and five (5) days prior to the start of the next school year will be mailed to employees who file their names and summer addresses with the Superintendent.

8.2 Vacancies: Any bargaining unit employee may apply for a vacancy. If an employee applies for a vacancy, but is not granted an interview, he/she may request an explanation as to why. The District may also fill the vacancy from outside the bargaining unit, as the District deems appropriate, if the outside applicant possesses greater skill and ability, as reasonably determined by the District, than a bargaining unit employee applying for the vacancy. The seniority and the record of any non-legally protected absences of the bargaining unit employee will be considered in filling the vacancy. The District shall advise all internal applicants of the outcome of their application within fourteen (14) days of the decision to fill the vacancy.

8.3 Notices: The Board, or its designee, shall give the Association President written notification of any recommended hire of any unit member, transfer of any unit member or the termination (including retirement) of any unit member within ten (10) school days of such action. In the event of a recommended hire, the District shall also provide in the notice the recommended hourly rate of the employee, the start date of employment, assignment, shift, anticipated hours of work and supervisor.

ARTICLE IX NON-DISCRIMINATION

9.1 Neither the Board nor the Union shall discriminate against any employee covered by the Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age or sex.

9.2 Neither the Board nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

9.3 The Union recognizes its responsibility as bargaining agent and agrees to represent fairly all employees in the bargaining unit.

ARTICLE X ADDITIONAL TRAINING

10.1 Professional Development: When additional training or college coursework would be beneficial to the operation of the school system, staff employees may be encouraged or

requested to enroll in training courses, provided the District has determined that funding is available for this purpose. To be eligible for tuition payment, all courses must be approved in writing, in advance, by the immediate supervisor and the Assistant Superintendent or his or her designee. In addition to determining whether the requested course/training is beneficial to the operation of the school system, the Assistant Superintendent shall have the authority to limit the kind and number of courses/training for which an employee shall be eligible for tuition payment. Any employee who receives tuition payment shall also execute a payroll deduction form authorizing the District to deduct an amount equal to the tuition payment received from future paychecks in the event he or she fails to submit evidence to the Assistant Superintendent, within forty (40) calendar days after the course or training ends, demonstrating that he or she successfully completed the course or training (by earning, where applicable, a letter grade of "C" or better, or a "pass" if the course is only offered on a pass/fail basis). Subject to these conditions, the following types of courses/training are eligible for tuition payment:

- A. Enrollment in the Sterling-Rock Falls Adult Education Program;
- B. Enrollment in a recognized training institution, or at workshops or seminars;
- C. Enrollment in a course or courses leading to the attainment of an Associate's degree.
- D. Enrollment in a course leading to the attainment of a Bachelor's Degree and/or teacher or administrative certification.

10.2 Summer Symposium: 9-month employees shall be entitled to attend the annual summer symposium (without pay) but shall be required to pay any registration or related attendance fees (e.g. books, meals, etc.) unless such registration or related attendance fees have been waived that year for the District's teaching staff. 12-month employees shall be entitled to attend on the same cost basis, provided the 12-month employee's supervisor, in his or her sole discretion, has approved the employee's attendance. If a 12-month employee is approved to attend, he or she shall receive his or her regular rate of pay for the day(s).

10.3 Certificate of Completed Training: The District will issue a certificate of participation for every District offered training, workshop and/or in-service which employees have completed

10.4 In the event the Board determines to provide any additional days for collaborative development, as described in Article 19 of the collective bargaining agreement between the Board and the SEA, any employee covered under this Agreement may attend with the approval of the building principal at the employee's work-site. Any agreement reached between the employee and the principal shall be based upon whether such collaborative development, in part or whole, is appropriate to their mutual needs and interests. Employees who attend the collaborative workshops shall be entitled to compensation at their regular hourly rates. Any decision by the principal to disapprove such attendance may be appealed by the employee to the Superintendent.

10.5 Highly Qualified Testing: The Board shall reimburse the cost of the testing fee, on a one-time basis, for any employee who achieves "highly qualified" status through testing. To receive such reimbursement, the employee must submit a copy of a paid receipt and a Certificate of

Completion to the Director of Human Resources within thirty (30) days of the employee's receipt of said Certificate.

ARTICLE XI PERSONNEL FILES

- 11.1** The Board shall keep a central confidential personnel file for each employee. Principals or other supervisors may keep confidential working files, but material not maintained in the central confidential personnel file may not provide the basis for discipline against an employee.
- 11.2** Within two (2) working days of submitting a written request, an employee may inspect his or her personnel file subject to the following:
- A.** Inspection shall occur during non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employee and the Board. Upon request, an employee who has a written grievance on file who is inspecting his or her personnel file, with respect to such grievance, may have a representative present during such inspection.
 - B.** Copies of materials in an employee's personnel file shall be provided the employee upon request if such materials are to be used in conjunction with the processing of a grievance filed by the employee.
 - C.** Pre-employment information, e.g., reference checks and responses, or information provided the Board with the specific request that it remain confidential, shall not be subject to inspection or copying.
- 11.3** Employees will be notified when a written warning is placed in his or her personnel file.
- 11.4** An employee shall have the right to file a written response to material in his or her personnel file.
- 11.5** For purposes of this Article, "Confidential" shall be defined in compliance with the *Personnel Records Review Act*.

ARTICLE XII SENIORITY

- 12.1** **Definition of Seniority:** Seniority shall, for the purpose of this Agreement, be defined as a classified employee's length of continuous full-time service for Community Unit School District No. 5 since the employee's first day of work, less any adjustments due to approved leaves of absence without pay in excess of one (1) year or more, but in no event to include any service less than service as a full-time employee.
- 12.2** **Non-Application of Seniority:** Seniority does not apply and shall not be required to be used as a determining factor in assigning particular types of work to employees within a job category, or in assigning employees machines, equipment, or places of work.
- 12.3** **Seniority Roster:** The Board shall maintain and keep current a seniority roster by job category noting seniority rank, name, years of seniority in job category, years of service in the

District, current building assignment, first day of work and, to the extent known, the date of Board action to hire. A final copy of such list shall be given to the President no later than October 1. An updated list shall be prepared and posted annually, no later than February 1. Employees who dispute the accuracy of the list shall have fifteen (15) business days after the posting of the list to notify, in writing, the Assistant Superintendent. The failure to dispute the accuracy of the list in a timely manner shall preclude the employee's challenge to the list for that school year. An employee who files a timely notice may grieve the response of the Assistant Superintendent.

If the total years of continuous service in the District are equal between two or more employees, then seniority will be determined by reference to the following tie-breakers:

- A. Total service in the District, whether continuous or not;
- B. Lottery as determined cooperatively between the Superintendent, or his or her designee, and the Association

12.4 Termination of Seniority: Seniority and the employment relationship shall be terminated when a classified employee:

- A. quits; or
- B. is discharged for cause; or
- C. is laid off and fails to report for work within three (3) working days after having been recalled; or
- D. does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence; or
- E. fails to report to work or call the District concerning his/her need to be absent for three (3) or more consecutive work days (which shall be considered a resignation by the employee). However, pursuant to Section 4.2a, the District will consider the circumstances of any employee who is unable to call the District due to his/her mental, physical or medical incapacitation; or
- F. is laid off for a period in excess of fifteen (15) months; or
- G. retires.

12.5 Categories of Position: Employees shall be ranked by their seniority within the following categories of positions:

- A. Secretary
- B. Nurse
- C. Custodial Services (Custodians, maintenance/engineers, groundskeepers, and receiving/delivery clerks)

- D. Special Education Aides (Direct Aides, Classroom Aides), Building Aides, and Library Aides
- E. Parent Coordinators
- F. Title I Aides
- G. Technology Aides

Employees who transfer from one job category to another shall be permitted to carry seniority to the new job category, but shall not retain seniority in their old job category.

12.6 Layoff and Recall: The District in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in accordance with their seniority within the respective job category subject to their ability to perform the remaining work. Notice of layoff shall be in writing to the employee no later than May 1, before the end of the work year. Such notice shall indicate honorable dismissal and shall be mailed to the employee and also given to the employee either by certified mail, return receipt requested or personal delivery with receipt.

- A. All employees who are laid off shall be placed on a recall list for a period of fifteen (15) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are then qualified to perform the work in the job assigned without further training. All employees who are recalled within the recall period shall not have a break in seniority from the date of layoff. However, no other benefits beyond those specifically articulated in this contract and state law shall accrue during the period of layoff. Upon the tendering of any vacancy during the recall period, the employee must respond to such notice in accordance with Section 12.4(c) of this Agreement.
- B. For employees laid off at the end of a school term due to reductions in force, the Board agrees to continue providing insurance coverage, in accordance with Article XIV, for the period from the notice of layoff until the first work day of the following school term. Nothing in this Article shall prevent an employee from obtaining insurance coverage pursuant to COBRA.

12.7 Staffing in the event of layoff: An employee on recall shall have the right to fill any vacancy within the bargaining unit, provided he/she possesses all entrance requirements for that position and the knowledge, skills and abilities required to do the work without further training. The decision as to any such employee's ability to perform such work and the respective abilities of such employees shall be made solely by the Superintendent or his or her designee and shall be final. However, the District may also fill the vacancy from outside the bargaining unit, as the District deems appropriate, if the outside applicant possesses greater skill and ability, as reasonably determined by the District, than a bargaining unit employee applying for the vacancy.

- 12.8 Voluntary Transfer:** Interested employees may apply for posted positions. In April of each year, the District shall ask employees to express interest in any voluntary transfers for the following school year.
- 12.9 Trial Period:** An employee who is promoted or transferred shall be given up to a sixty (60) work day trial period. In the event that the promoted or transferred employee fails to successfully complete the trial period, the employee shall be entitled to return to his/her position or a comparable position.

ARTICLE XIII PAYROLL DEDUCTIONS

- 13.1** Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the Board agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the 15th day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Board in writing of the exact amount of such regular membership dues to be deducted.
- 13.2** Upon receipt of a lawfully executed written authorization from an employee the Board will make deductions to the School Employees' Credit Union. Credit union deductions may be changed by all school employees on September 15, October 15 and January 15 of each school year.
- 13.3** Authorization for tax-sheltered annuities may be placed on payroll deduction by lawfully executed written authorization. However, the companies participating in the program will be limited to those companies participating in the deduction program at the time this Agreement is signed. Deductions may start or be changed on the following dates only: October 1, April 1 and June 1.
- 13.4** The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the Board in compliance with this Article. The Union shall promptly refund to the Board any funds received in accordance with this Article which are in excess of the amounts of the Union dues which the Board has agreed to deduct.

ARTICLE XIV INSURANCE

- 14.1** The Board will provide full-time classified personnel who have been employed for at least a thirty (30) day period, group benefit insurance coverage. The Board shall pay ninety (90%) of the cost of an individual hospital insurance plan and seventy-five percent (75%) of a family hospital plan, commencing on September 1, 2001; and if both husband and wife are employed by Unit 5, the full cost of the hospital insurance plan.

- 14.2** The Board will pay sixty percent (60%) of the premium cost of a single or family dental insurance program for full-time classified personnel who have been employed for at least a thirty (30) day period.
- 14.3** Any classified employee who retires from full time employment with the District, and who is not otherwise eligible for any IMRF, Teachers' Retirement, or Social Security hospitalization and medical insurance plan, by written request within thirty (30) days after day of retirement from the District, may elect to continue his/her coverage under the then District group dental, hospital and medical insurance plan upon payment of all premiums in accordance with District requirements.
- 14.4** The District shall pro rate that portion of the employee's full year contribution of the insurance premiums into the first nine (9) months of the school year. Said contributions shall then be deducted from each pay check during the first nine (9) months of the school year. Those employees who are terminated from the District, whether voluntarily or not, prior to the end of the full year of insurance coverage shall waive their rights to any reimbursement.
- 14.5** The Association and the Board will participate in a joint Insurance Committee and shall meet quarterly to review data and discuss insurance issues. The Board shall annually provide the Association President a financial accounting of operation of the self-insurance program. Furthermore, the Board agrees that any premium increases shall be discussed with the joint Insurance Committee.

ARTICLE XV HOURS OF WORK

- 15.1** **Work Week:** The basic work week is from 12:01 A.M. Sunday through 12:00 midnight Saturday.
- 15.2** **Work Day:** The basic work day begins at 12:01 A.M. on each calendar day and ends at 12:00 midnight. However, employees whose normal work day extends from one calendar day into another shall be considered as working on the calendar day on which they start to work.
- 15.3** **Meal Periods and Breaks:** The work schedule for any employee working seven continuous hours in a work day shall be broken by an uninterrupted unpaid meal period of between one-half (½) hour to one (1) hour, depending upon the job position and specific agreements between any employee and the District. All employees working seven (7) or more hours a day may be granted a fifteen (15) minute break period during each one-half (½) of their shift, upon such terms as may be permitted by their immediate supervisor.
- 15.4** **Application:** This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the District from restructuring the normal work day or work week for the purpose of promoting the efficiency of the school system; from establishing the work schedules of employees; and establishing part-time positions.
- 15.5** **Flex-Time:** Flex-Time may be granted upon the mutual agreement between the immediate supervisor and the affected employee.

- 15.6 Weather Days:** In the event school is canceled for weather reasons after 6:30 A.M., any employee who is already on duty shall be allowed to leave without loss of pay. However, the District may require mission essential personnel to stay to ensure the operation of the facilities.
- 15.7 Supplemental Rotation:** When employees are assigned to duties which are supplemental paid duties for teachers under the teachers' contract, such employees shall be assigned on a rotation basis.
- 15.8 Parent-Teacher Conferences:** The District may require an employee to report for work during the hours scheduled for parent-teacher conferences. The Principal shall notify the employees whether they will be required to work at least (14) fourteen calendar days in advance. If the employee is not required to report for work, but wishes to work anyway, he or she may elect to submit a written request to his or her Principal, at least seven (7) calendar days in advance, detailing the instructionally-based duties the employee proposes to perform and explaining how such duties will improve the instruction in the District. At least two days prior to the date scheduled for the Parent-Teacher conference, the Principal shall notify all employees who submitted a written request to work, whether such request is approved or denied. The Principal's decision to approve or deny the employee's request shall be non-grievable.

ARTICLE XVI HOLIDAYS

- 16.1 Holidays:** If Independence Day falls on a weekend, then the employee shall be given a holiday on the Friday before or the Monday following. If Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day fall on a weekend day, employees shall be scheduled by the District for a holiday(s) either the day(s) preceding the weekend or the day(s) immediately following the weekend.
- 16.2** After thirty (30) calendar days of service, time off with pay shall be given whenever any "Holidays" as designated in the School Code, specifically fall within such employee's work week (Monday through Friday), and students are not in attendance .
- 16.3 Holidays**
- | | |
|------------------------------------|---------------------------|
| New Year's Eve | Veterans' Day |
| New Year's Day | Memorial Day |
| Thanksgiving Day | Friday after Thanksgiving |
| Independence Day | Labor Day |
| Christmas Eve Day | Christmas Day |
| President's Day or (Lincoln B'day) | Good Friday |
| Casimir Pulaski Day | Columbus Day |
| Martin Luther King Day | |
- 16.4 Waiver of Holiday:** In the event the District elects to exercise a state waiver for any of the aforementioned holidays, nine month employees shall be compensated for holiday pay in a lump sum amount at the following pay period and twelve month employees shall be scheduled for an extra day of vacation during the fiscal year.

16.5 Holiday Eligibility Requirement: In order to be eligible for holiday pay, employees must have been employed by the District for a minimum of thirty (30) calendar days and employees must work their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday, unless they are excused in writing by the Assistant Superintendent or his or her designee from compliance with this requirement. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of sick leave, or other approved leave with pay.

**ARTICLE XVII
VACATIONS**

17.1 Full-time twelve (12) month classified employees covered by this agreement shall be granted paid vacation time in accordance with the following schedule:

<u>Years of Continuous Employment</u>	<u>Number of Vacations Days</u>
After 6 months	3 days
After 1 year	5 days
After 2 years	10 days
After 5 years	15 days
After 10 years	20 days

17.2 For vacation purposes only, the year shall be computed starting from the employee's date of hire. However, for employees hired on or before 10/1/98, the year shall be computed from July 1st to June 30th.

17.3 Employees must notify employer at least two (2) weeks in advance of termination to receive credit for earned vacation. No vacation will be provided employees who are discharged, dismissed or otherwise terminated for cause during that fiscal year.

17.4 The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

17.5 Vacation schedules shall be determined by the administrator and/or supervisor responsible for the respective programs in consultation with the involved employee in order to assure no conflict with operations.

17.6 All vacation days must be taken within one year of the date on which they were granted to the employee. Unused vacation days shall not be carried over or paid to the employee, but shall be forfeited.

17.7 In the event that an employee cannot take all of his earned vacation time prior to his anniversary date because of unusual circumstances involving the employee's work duties, the employee may request an extension in writing to his or her immediate supervisor. The supervisor and the Assistant Superintendent shall review the request and respond to the employee in writing.

ARTICLE XVIII
HOURLY SALARY PAY-TERMS AND SCHEDULES

- 18.1** The entry level salary rates for each classification are placed on schedules for the bargaining unit employees and set out on the attached schedule which appears as an Appendix to this Agreement.
- 18.2** A newly hired employee in the District shall be placed at the entry level hourly rate of pay within his or her classification. New employees may be hired above the entry level hourly rate if appropriate due to their comparable prior work experience and qualifications provided no new employee shall be hired at an hourly rate higher than any current employee with comparable prior work experience and qualifications. If the District proposes to hire a new employee above the starting hourly rate in accordance with the above criteria, the Association President shall be promptly notified in writing with sufficient detail so as to permit the Association to determine compliance with this Section.
- 18.3** The parties further agree that any employee who changes from one job classification to another shall have his/her pay adjusted (increased or decreased) by the percentage difference which exists between the entry level pay for the respective job categories, e.g., an employee moving to a job classification with an entry level pay which is two percent (2%) higher than the entry level pay for his/her former job classification shall receive a two percent (2%) increase in his/her then current rate of pay in addition to any other pay adjustments which the parties may have negotiated generally. However, the District may deviate from this pay adjustment formula if both the Assistant Superintendent and the President of the Association agree that such deviation is warranted by the particular circumstances surrounding an employee's change from one job classification to another.
- 18.4 Salary Increases**
- A.** For the 2007-2008 school term, employees who began working for the District prior to July 1, 2007, shall receive an increase of thirty-five cents (\$0.35) per hour over their 2006-2007 hourly salary rate.
 - B.** For the 2008-2009 school term, all returning employees shall receive an increase of thirty-five cents (\$0.35) per hour over their 2007-2008 hourly salary rate.
 - C.** For the 2009-2010 school term, all returning employees shall receive an increase of forty cents (\$0.40) per hour over their 2008-2009 hourly salary rate.
 - D.** **Entry Salary Rate:** All positions covered by this Agreement shall be compensated at no less than the entry rate established for the job classification.
- 18.5 Step movement on the schedule shall occur on July 1 of each year:** The District shall increase the entry salary rate shown in Appendix 1 by the amounts shown below to reflect any college credit hours previously earned by a newly hired employee. In addition, existing employees shall have their hourly rate increased by the amounts shown below for any college credit hours earned during employment. To receive additional pay for college credit hours

earned, the individual must submit a copy of a transcript to the Assistant Superintendent. Existing employees will receive the pay increase the following July 1st:

<u>College Credit</u>	<u>Rate Increase</u>
30 to 60 hours	= .25 per hour
61 to 75 hours	= .25 per hour
76 to 90 hours	= .25 per hour
91 to 105 hours	= .25 per hour

- 18.6 Weekend Bonus:** Any bargaining unit employee who is required to work on a weekend and such work time does not qualify as overtime shall be paid a fifteen dollar (\$15.00) bonus for such work in addition to his or her hourly wage.
- 18.7 Shift Premium:** A shift premium of twenty-five cents (.25 cents) per hour will be paid for all hours worked by an employee when the employee works longer than a six (6) hour shift and commences work after 11:00 A.M. Shift premiums will not be paid for any time off or during any schedule change resulting in the employee commencing work at or before 11:00 A.M. (*i.e.*, summer vacation, spring break, etc.).
- 18.8 Overtime Pay:** Full time employees covered by this agreement shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a work week. It is specifically understood by the parties that this overtime pay provision shall not apply to any unauthorized hours of work. Overtime must be authorized by the Business Manager or his or her designee. Further, paid time off for sick leave, vacations or other paid leaves shall not be counted as time worked in computing the forty (40) hour per week requirement. Paid Holidays shall count as time worked in computing the forty (40) hour per week requirement.
- 18.9** The high school custodian permanently appointed as 2nd-shift crew/shift leader by the Buildings and Grounds Supervisor, or his/her designee, shall receive a salary differential of one dollar (\$1.00) per hour. The middle school custodian permanently appointed as 2nd-shift crew/shift leader by the Buildings and Grounds Supervisor, or his or her designee, shall receive a salary differential of fifty (\$0.50) cents per hour.
- 18.10 Direct Deposit:** Employees shall be paid by means of direct deposit ("electronic fund transfer") to the employee's designated checking and/or savings account.

ARTICLE XIX LEAVES

- 19.1 Family and Medical Leave Act:** The provisions of this Leave Article shall be subject to the District policy regarding the Family and Medical Leave Act ("FMLA").
- 19.2 Sick Leave:** The Board shall grant a regular and full time classified employees who work the nine (9) month school year ten (10) days sick leave at full pay in each school year; classified employees who work a twelve (12) month year shall receive twelve (12) sick leave days at full pay. If any classified employee does not use the full amount of the annual sick leave thus allowed, the unused amount shall accumulate to a maximum available leave of two hundred (200) days at full pay, including the leave of a current year. Sick leave shall be interpreted to

mean personal illness, quarantine at home, or serious illness or death in the immediate family. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-children, step-parents, step-grandparents, uncles, aunts, nephews, nieces, cousins and legal guardians. The Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of that person's faith, as a basis for pay during leave after an absence of 3 days or more for personal illness, or as the Board may deem necessary in other cases. Employees who work less than a twelve month work year must return to work and work the first day of the school term to be eligible for sick leave.

19.3 Attendance Incentive: The Board shall provide an attendance incentive to all eligible employees who do not exceed three (3) days of non-legally protected absences during the 2007-2008, 2008-2009, and 2009-2010 school years, as follows:

- | | | |
|-----------|--|--|
| A. | <u>Days of absence</u>
0 – 3 | <u>Incentive</u>
\$20 paid for each unused day of the employee's sick leave, up to the maximum number of sick days granted to the employee for each of the 2007-2008, 2008-2009, and 2009-2010 school terms. |
|-----------|--|--|
- B.** The employee must have been hired by the District on or before January 1, 2007 (to receive an incentive for unused 2006-2007 sick leave days); January 1, 2008 (to receive an incentive for unused 2007-2008 sick leave days); or January 1, 2009 (to receive an incentive for unused 2008-2009 sick leave days).
- C.** Only those employees who are actively employed by the District when the incentive is paid, or who retired from service with the District at the end of the 2006-2007 school year (to receive an incentive for unused 2006-2007 sick leave days); at the end of the 2007-2008 school year (to receive an incentive for unused 2007-2008 sick leave days); or at the end of the 2008-2009 school year (to receive an incentive for unused 2008-2009 sick leave days), will be eligible to receive the attendance incentive.
- D.** The incentive will be paid and included on the first paycheck in December (i.e., an employee who qualifies for an incentive for unused 2006-2007 sick leave days will receive such stipend in December of 2007, and so on).
- E.** Absences shall be computed on the basis of one-half (1/2) day missed.
- F.** Absences due to Association Leave (7.7), Personal Leave (18.3), Jury Duty (18.4) or Vacation (Article 16), shall not count as absences for the purposes of the attendance incentive.
- G.** It is expressly understood that the District intends to provide this attendance incentive for the term of this Agreement only. Thereafter, the Board may evaluate whether this incentive was effective in improving employee attendance and may seek to extend this provision through negotiations with the Association. Accordingly, as of January 1, 2010, this provision shall no longer be considered a part of the 2007-2010 Collective Bargaining Agreement and all obligations hereunder shall automatically terminate,

unless the parties mutually agree, in writing, to extend this provision to subsequent school years.

- 19.4 Workers' Compensation:** If any classified employee suffers from work related illness or injury on duty with the District, the employee is entitled to recover medical payments and loss of salary as provided by the Workers' Compensation Act. In such case, due to a time lag in receiving the Workers' Compensation benefit payments (which comprise sixty six and two thirds percent (66 2/3%) of average weekly wages,) the District will pay sick leave benefits to (a) provide continual daily wages, and (b) support one hundred percent (100%) of the employee's normal daily wage, for the duration of the employee's job related disability, up to the maximum number of sick leave days available to the employee at the time of the work related illness or injury. In such case, when the employee is absent from work due to work related illness or injury, the employee is entitled to draw full daily wages equal to but not more than earned under regular working conditions. Subsequent payments received by the employee for disability payments provided under the Workers' Compensation Act shall be remitted to the District to reimburse the District for the amounts paid by the District for which Workers' Compensation payments are eventually made. This procedure shall be followed as long as the employee is absent from work because of work related illness or injury and the employee's accumulated sick leave is sufficient to support such payments. If the employee's accumulated sick leave becomes depleted, only the benefits as provided by the Workers' Compensation Law shall be provided the employee. Should the employee's sick pay benefits be paid entirely by the District and the employee subsequently receives temporary or permanent disability pay from the District's insurance company pursuant to the Workers' Compensation Act, the employee shall remit such payment over to the District to reimburse the sick leave benefits received for the respective period of time. At such time, the employee's sick leave benefits shall be restored to him (but such restored days may not be used by the employee to supplement continued disability payments under the Workers' Compensation Act resulting from the same work-related illness or injury.)
- 19.5 Personal Leave:** The Board shall allow each full time employee (who has completed thirty (30) continuous working days of employment) two personal leave days each District fiscal year. Personal leave days shall be non-accumulative. No deductions will be made from the employee's accumulated sick leave in such cases. Written request must be made to the immediate supervisor two days in advance if feasible. Such leave days are to be used for business which cannot be reasonably conducted during the non-work days or hours. Approval may not be given for vacation, pleasure travel, shopping, or other similar reasons. Personal leave shall not be granted the day before or the day after any extended week-end or vacation period or during the first five (5) or last five (5) days of student attendance except under extraordinary circumstances. Any unused personal days shall be credited to the employee's accumulated sick days.
- 19.6 Jury Duty:** The school district will pay full salary for days of jury duty, and the staff employee will remit all remuneration for duty except mileage to the School District. Staff employees shall notify the Assistant Superintendent immediately upon their being informed of their call to jury duty.

- 19.7 Unpaid Leaves of Absence:** Employees may be eligible for unpaid leaves of absence for any of the following reasons, subject to the general conditions for leave hereinafter provided and any other specific conditions which may apply as set forth in subparagraphs A through I below.
- A. Maternity/Child-Rearing Leave:** Any full-time, non-probationary employee may be entitled to maternity/child-rearing leave without pay or other benefits subject to the general conditions of Section 19.8 below. The effective dates of the leave shall be determined by the employee and the Superintendent or designee. An employee not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of medical disability related to her pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, she may be granted a leave of absence without pay or other benefits during such period of disability subject to Section B below.
 - B. Disability Leave:** Any full-time, non-probationary employee who is temporarily disabled and has exhausted all available sick leave may apply for a disability leave without pay or other benefits (except as eligible under a retirement system) subject to the general conditions of Section 19.8 below. Such leave shall be for the period of temporary disability only. For the purposes of this Section, any unpaid absence because of disability or incapacity for less than ninety (90) consecutive work days, or for less than ninety (90) out of one hundred twenty (120) consecutive work days, from the same illness or incapacity shall be deemed a temporary disability. Thereafter such absence shall be deemed a permanent disability.
 - C. General Leave:** Any full-time, non-probationary employee may request a leave without pay and other benefits for such other purposes deemed appropriate and beneficial to the District, as determined by the Board, subject to the general conditions of Section 19.8 below.
- 19.8 General Conditions for Leaves of Absence:** Unless otherwise set forth herein, any leave of absence granted by the Board for the reasons stated in Section 19.7 above is subject to the following general terms and conditions:
- A. Time Lines for Requesting Leaves:** Application for an unpaid leave shall be made in writing to the Superintendent or designee at least sixty (60) calendar days prior to the proposed start of the leave. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave and the basis for emergency.
 - B. Medical Substantiation:** Any request for a leave based upon personal medical reasons shall be accompanied by a physician statement indicating 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. The District may require examination by a physician or other medical practitioner of its choosing, at Board expense. If a question exists concerning fitness to perform all assigned duties the judgment of the Board selected expert may be determinative. In the event that the

requested leave qualifies under the Family Medical Leave Act ("FMLA), the rules and regulations governing medical certification under the FMLA shall apply.

- C. **Structuring of Leave:** After consultation with the employee, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity and quality of the related District programs or needs of the District as a primary criteria, duration of the leave requested, availability of qualified substitutes and other pertinent factors related to the request. Such leaves shall commence upon 1) the date agreed upon by the Superintendent or designee and the employee; 2) in cases of anticipated disability, no later than thirty (30) calendar days prior to the anticipated date of disability; or 3) the actual date of disability, whichever shall first occur. In the event that the employee is eligible for an FMLA leave, the rules and regulations governing the commencement and return from FMLA leave shall apply.

- D. **Sick Leave:** Sick leave shall not be applicable during the period of any leave, unless the employee is eligible for an FMLA leave, and also meets the criteria for receiving sick leave under Section 19.2. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the District.

- E. **Insurance Benefits:** With the consent of the carrier, an employee on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due, to the business office. The District will maintain health insurance coverage for an eligible employee on an FMLA leave on the same terms as if the employee had continued to work, as set forth below.

- F. **Early Return from Leave:** An employee on an approved leave of absence may request in writing to return from leave if the reasons for the leave no longer exist, subject to the discretion of the Superintendent or his or her designee. An employee on an FMLA leave must provide at least two (2) business days notice to the District of his/her intent to return to work earlier than originally anticipated.

- G. **Board Discretion:** Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate except that requests for maternity leaves for up to one year shall be granted subject only to other General Conditions of Leaves. The granting or denying of any unpaid leave or extension thereof, except for maternity leaves for up to one year as provided herein, shall not be precedential with respect to any other request for leave by an employee and the Board's decision shall not be subject to the grievance process.

- H. **Eligibility for Further Leaves:** Anything in this is section to the contrary notwithstanding, an employee who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such employee has returned to full-time service for at least one (1) complete year (unless the employee is eligible for an FMLA-qualifying leave before that date), provided only under exceptional circumstances the Board may grant such leave in its sole and absolute discretion. The

granting or withholding of such leave shall be without precedential effect and shall not be subject to the grievance process.

- I. **Benefits During Leave:** Neither advancement on the salary schedule nor seniority shall accrue during leaves of absence in excess of thirty (30) days. An employee granted a leave of absence may return and be assigned to the same position which was held at the time the employee commenced the leave, for up to thirty (30) days. An employee granted a leave longer than thirty (30) days may return and be assigned to the same position upon return to work if that position is still vacant and still in existence, but the District shall not be under any obligation to hold the position for the employee longer than thirty (30) days. An employee returning from an FMLA-qualifying leave shall be restored to the same, or a substantially equivalent, position.
- J. **Military Leave:** The Board shall comply with all applicable state and federal laws governing Military Leave rights. Employees facing Military Leave may request to meet with the Assistant Superintendent to discuss leave rights.

ARTICLE XX EVALUATION

20.1 Attendance Agreement: The parties agree that attendance is an important aspect of performing the essential duties of one's job. It is such an important aspect it has been incorporated into the ESP Evaluation Tool. Therefore, when an ESP is evaluated on attendance, the evaluator will use the following table to determine the level of performance. When evaluating an employee's attendance, the supervisor will exclude absences qualifying under the Family Medical Leave Act.

0-1 absence	=	<i>Outstanding rating</i>
2-3 absences	=	<i>Exceeds Job Requirements rating</i>
4-5 absences	=	<i>Meets Job Requirements rating</i>
6-7 absences	=	<i>Needs Improvement rating</i>
More than 7 absences	=	<i>Unsatisfactory rating</i>

ARTICLE XXI NEGOTIATIONS PROCEDURES

- 21.1** This Agreement shall be effective as of ratification by both parties, and shall remain in full force and effect until the last day of June 30, 2010 and shall be automatically renewed from year to year thereafter unless either party shall provide the other party with a written demand for negotiations for a new contract. The Board and the Association shall commence bargaining within thirty days from the demand to bargain; however, in no event shall negotiations commence earlier than April 1 (unless the parties otherwise mutually agree) providing demand is made as provided hereunder.
- 21.2** During such negotiations (after expiration of the contract on June 30, 2010) all articles governing salary and fringe benefits for the previous year shall remain in effect until new terms are mutually agreed upon or until impasse has been declared by either side.

**ARTICLE XXII
ENTIRE AGREEMENT**

- 22.1** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 22.2** This Agreement may only be amended during its term by the mutual agreement of both parties in writing.
- 22.3** This Agreement contains the entire agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement, stipulation or provision made prior to the execution hereof and not set forth herein.
- 22.4** This Agreement terminates and cancels all collective bargaining agreements made between the parties hereto prior to the date of execution hereof.

**ARTICLE XXIII
NEGOTIATING A 12 MONTH SCHOOL YEAR**

- 23.1** In the event that the District should decide to adopt a year-round or extended school year calendar, the parties agree that the association retains the right to reopen negotiations concerning affected terms and conditions of employment.

This Agreement is entered into and executed this 29th day of May, 2007.

**STERLING ASSOCIATION OF
EDUCATIONAL SUPPORT PERSONNEL**

**BOARD OF EDUCATION COMMUNITY
UNIT SCHOOL DISTRICT NO. 5,
STERLING, ILLINOIS**

By: _____
President

By: _____
President

ESP Representative

Secretary

APPENDIX 1
Entry Salaries for ESPs

Classification	FY 2008 2007-2008	FY 2009 2008-2009	FY 2010 2009-2010
Secretary	\$9.15	\$9.30	\$9.45
Nurse	\$11.40	\$11.55	\$11.70
Head Custodian	\$10.09	\$10.24	\$10.39
Custodian	\$9.15	\$9.30	\$9.45
Maintenance/Engineer	\$12.10	\$12.25	\$12.40
Head Groundskeeper	\$12.10	\$12.25	\$12.40
Groundskeeper	\$9.15	\$9.30	\$9.45
Receiving/Delivery Clerks	\$10.09	\$10.24	\$10.39
Special Education Aide, Building Aide, and Library Aide	\$8.90	\$9.15	\$9.45
Parent Coordinator	\$8.90	\$9.15	\$9.45
Title I Aide	\$8.90	\$9.15	\$9.45
Technology Aide	\$8.90	\$9.15	\$9.45